

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

APRIL 25, 2013

AGENDA PACKAGE

Harmony Community Development District

Steve Berube, Chairman
Ray Walls, Vice Chairman
David Farnsworth, Supervisor
Kerul Kassel, Supervisor
Mark LeMenager, Supervisor

Gary L. Moyer, District Manager
Tim Qualls, District Counsel
Steve Boyd, District Engineer
Todd Haskett, Project Coordinator

April 18, 2013

Board of Supervisors
Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held on **Thursday, April 25, 2013 at 6:00 P.M.** at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Approval of the Minutes of the March 28, 2013 Meeting**
- 3. Audience Comments**
- 4. Subcontractor Reports**
 - A. Aquatic Plant Maintenance – Bio Tech
 - B. Landscaping – Davey Tree - Monthly Highlight Report
 - C. Dockmaster/Field Manager
 - i. Dock and Maintenance Activities Report
 - ii. Buck Lake Boat Use Report
- 5. Developer's Report**
- 6. Consideration of Use Applications**
 - A. Harmony Community School for Swimming Lessons
 - B. Osceola Community Choir for Patriotic Musical
 - C. Church at Harmony for Christmas Eve Services
- 7. District Manager's Report**
 - A. March 2013 Financial Statements
 - B. Invoice Approval #156 and Check Run Summary
 - C. Public Comments/Communication Log
 - D. Website Statistics
- 8. Staff Reports**
 - A. Attorney
 - B. Engineer
- 9. Supervisor Requests**
- 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

District Office:
610 Sycamore Street, Suite 140
Celebration, FL 34747
407-566-1935

www.harmonyccd.org

Meeting Location:
7251 Five Oaks Drive
Harmony, Florida

Minutes

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, March 28, 2013, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Supervisor
Kerul Kassel	Supervisor
Mark LeMenager	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Steve Boyd	Boyd Civil Engineering
Jon Avance	Bio-Tech Consulting
Greg Gologowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Brock Nicholas	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

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

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the February 28, 2013, Regular Meeting

Mr. Berube reviewed the minutes of the February 28, 2013, regular meeting and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 13, third paragraph from the bottom should read, "It has the pergola [*singular*] that makes it hard to cast a line."

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the minutes of the February 28, 2013, regular meeting, as amended.
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THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

i. Monthly Highlight Report

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

Mr. Avance stated this month, we provided quarterly maintenance and sprayed the ponds for algae. We also sprayed some of the golf course ponds. As the Board discussed at last month's meeting, as long as spikerush was not taking over a pond, that was acceptable instead of using excessive chemicals.

Mr. Berube asked if we decide to remove the spikerush, will that be manual labor to rake it out?

Mr. Avance stated yes, either raking it or using chemicals will get rid of it. If you choose not to use chemicals, then you would need manual labor.

Mr. Berube stated I have only noticed it in a couple locations, namely Long Pond and another pond. Is that your observation of where the spikerush is?

Mr. Avance stated yes. Pond 5 is shaped like a W with the bridges over it. I noticed it in that pond and a few others here and there, but pond 5 is the only place where it is a little topped out in places.

Mr. Berube asked is it anything to be concerned about at this moment?

Mr. Avance stated no, as long as the Board is fine with the looks. I do not think it is anything blocking the water column or doing anything causing any harm to the system that I see.

Mr. Berube asked does Mr. Golgowski agree with Mr. Avance's statements?

Mr. Golgowski stated yes.

B. Landscaping – Davey Commercial Grounds Management

i. Monthly Highlight Report

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

Mr. Rinard stated we are on the verge of finalizing things with the mulch. The last load is being delivered today, and that should finish out U.S. 192, the bedding behind the fence line on U.S. 192, and two or three areas to touch up within the community. We are following up just to make sure all of the areas are covered. From that, we will move into

the playground mulch and get them refreshed where they need it. There are several areas that are thin and compacted. There is new playground equipment coming in, so we will get that mulched like it should be.

Mr. Berube stated we will probably discuss a new playground later on the agenda. Would it be feasible to consolidate all of the playground safety mulch into one project for delivery purposes and so forth? Does that make sense?

Mr. Rinard stated it does not really affect us because we are bringing in bagged material. We can hold it if you want to wait until the new playground equipment is in place. I do not know what the timing will be. Even with new playground equipment being installed, without knowing the particulars of the project, if it does not disturb things a lot, then maybe we go forward now and do some touch up after it is installed. Regarding the west entry, we have been holding off on the replacement because of the quality of the plant material that was originally received. The winter pushed things back, and we are in a December pattern. We are ready to go and I think next week, we can get that area finalized and planted out. Six weeks ago, it felt like spring and we applied fertilizer. Between then and now, we have seen some improvement with this week's mowing. I think we are seeing a shift in a very positive and more consistent color. I think we will need a little more time until the temperatures get back to their seasonal pattern, and it looks like they will next week. We do not know if that will remain the pattern, but I would think by this time of year, that would be the case. Things are moving in the right direction as far as the overall color is concerned. I think this week's mowing removed some of the brown tips that we have seen from the recent dip in temperatures, and the color is improving. My biggest point of frustration right now is with our tree trimming and the progress we have made on that. I will not offer any excuses. I think I have that problem resolved starting Monday. We will make a concerted effort moving that forward on a much more consistent basis. For various reasons, we have not been able to achieve that. I have been working to resolve it, and I think I am there. We discussed previously a proposal for fill-in material. We put our data together, and I wanted to make sure Ms. Kassel is still willing to meet with me and look at some areas.

Ms. Kassel stated yes.

Mr. Rinard stated I will schedule a time with Ms. Kassel for perhaps next week so that we can finalize that plan and provide it to the Board.

Mr. Berube stated the only things I wanted to mention were the mulch and tree trimming, and you addressed both of them.

C. Dockmaster/Field Manager

i. Dock and Maintenance Activities Report

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

Mr. Haskett stated we provided some dock repairs in response to the boat dock taking a beating this winter. We had some very high winds across the lake. If you have ever been out there when the wind is coming out of the north or northwest, because the dock is three pieces, it just undulates back and forth, which has wreaked havoc on it. That dock was installed in 2003 and again in 2004 after the hurricanes moved it to the shoreline. Over the years, it has slowly sunk into the water. It used to sit about eight inches over the water level more than it is now. That is the result of the floatation devices that are there, which are big pieces of Styrofoam and is typical for docks that were built 10 years ago. Over the years, the Styrofoam holds water. When it was repaired, we removed one of the floatation devices and it was replaced with the new version, which is plastic and is sealed that also has Styrofoam inside in case the plastic gets a hole in it. When we pulled the old Styrofoam out, what used to weigh 15 pounds when initially installed ended up weighing about 200 pounds and it was very difficult for two people to lift it. With the weight of those devices, that is where we are getting some damage on the dock. I asked The Dock-Ters to come out and evaluate the dock. It is a two-layer dock system with the lower portion that holds the Styrofoam floatation devices, and then there is the second layer, which is the deck area. They are separating from each other. We have been patching it together over the years to get some longevity out of it, but The Dock-Ters and staff feel it is not going to last much longer. I have an estimate that I would like to include in the next fiscal year budget. If we do not have any serious storms this summer, we should get another year out of it by babying it along. But The Dock-Ters has come up with an aluminum pier or dock area that would have the fingers on it where the boats can pull in and be docked instead of on the side. That will help the boats so they are facing into the north wind, which is the most serious and damages boats over time. The estimate he provided me with was \$46,000. He also provided a plan that includes a boat lift for \$42,000, which would be stationary, the boats would drive up onto it, and all the boats

would be lifted out of the water. That is a starting point for the Board to begin to consider. Something within the next year will need to be done.

Mr. Farnsworth asked these are the CDD's boats?

Mr. Haskett stated that is correct.

Mr. Farnsworth asked where will the boats be kept after they are lifted out of the water?

Mr. Haskett stated they will stay on the lift. It is designed for all the boats to be on it at one time. It is a nice system he showed me that is being used in Sebastian and is less expensive than the deck because it does not have as much aluminum in it. He definitely suggested not going with a wooden structure again. We just do not get the years out of it that we should. It is needed. The ridership of the boats has increased a lot, which we are happy to see. This is something to think about and plan for the near future.

Mr. Berube stated for clarity, this involves replacing all of the piers into the soil and everything.

Mr. Haskett stated that is correct.

Mr. Berube stated the piers are all falling over.

Mr. Haskett stated some of the piers were replaced, and we had an inset inside the deck area on the north side so when the boats came in, they would not run into it which has happened in the past. That will help with the separation of the two units. They can only go so far before they get to the pier. That solved one of the problems. What you see there that is floating would need to be replaced.

Mr. Berube stated it sounds like we need a line item for \$50,000 for the budget.

Mr. Haskett stated either that or I do not know if we have reserves available that we can use since it is a long-term facility.

Mr. Moyer stated there are reserves available for that purpose.

Mr. Walls asked the first option, that is a slip system, will the dock come out and slips will go in?

Mr. Haskett stated I will distribute pictures to everyone that I have. It was pretty intriguing. The lift option has a two-cable system with one on each end so you can lower one corner if you are taking only one boat out. Guests would get on the boat, then you lower it into the water and go into the lake. When they return, they drive up on the lift

and it lifts the boat out of the water. There would not be any floating dock anymore with this option. The dock would be stationary.

Mr. Berube stated that would be a gain on motor maintenance perhaps.

Mr. Haskett stated absolutely. If you are out on the dock during heavy winds, you will see the boats flopping all over, especially the pontoons. It wears on the maintenance of them. A lift would help with that.

Mr. Walls stated it sounds like it has some sort of electronic winch.

Mr. Haskett stated yes, they are electric winches.

Mr. Walls stated that would be a maintenance cost to consider.

Mr. Haskett stated one way or another, we will have maintenance for the dock. We planned for 40 different circuits out to the dock, and only four are being used right now. The electricity is there to be able to accommodate something like that.

ii. Buck Lake Boat Use Report

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

Mr. Haskett stated ridership has increased a lot recently.

Mr. Berube stated I understand we have slacked off a little on the rigid rules and are letting people take boats almost on demand. That is not a negative thing; it is a positive thing.

Ms. Kassel stated we discussed that at the last meeting.

Mr. Berube asked can we attribute some of these trips because people can now use boats when they want?

Mr. Haskett stated yes, on the weekends since that is definitely a factor. During the week, we still require reservations so the staff can keep up with their maintenance duties. On the weekends, we are very accommodating. If a boat is available, residents can contact staff and get on a boat. We talked about boat reservations and how that works in the future. I have someone working on a program to see whether or not it will work. There are a couple different reservation programs online. One is called You-Reserve-It.com which is very accommodating. It is set up for yachts and aircraft that are shared through communities. I did a trial on it, and it worked out quite well. This might be something we can consider for the future where residents can go online, see if a boat is available, and reserve it if available. If a boat is already reserved, they can go on a reserve

list so if the reservation is canceled, they will receive an email. It might help out with the consistency of having boats available on weekends and downtime.

Mr. Berube stated it appears that some boats have a huge demand, specifically the two pontoons. I know we just contemplated spending money to repair the dock. Is there enough demand for boats to add another one?

Mr. Haskett stated if we stay at the current pace, yes there is. The main reason I say that is, with electric boats, you have to charge them between uses. If you cannot get a full charge between uses, then you are limiting the life of the batteries according to the manufacturer. If someone uses 50% of the boat's power, it will take three or four hours to get a full charge back on it. What has been happening is staff will say they can take out the boat but should run it at half power. Most people are accommodating to that because they do not want to get stranded. There are select few who do not listen and have to be rescued. Having an extra boat would be nice if the ridership continues. I think the residents would really enjoy that.

Mr. Berube stated since we are approaching the budget season, you should add that to your list. Pontoons are popular.

Mr. LeMenager stated we had 44 trips in 30 days. That is 1.5 trips per day. I cannot see that there is that much demand.

Mr. Berube stated it is all concentrated on Saturdays and Sundays.

Ms. Kassel stated the use is primarily on the weekends.

Mr. Berube stated for the most part, no one wants them during the week.

Ms. Kassel stated most people are working.

Mr. LeMenager stated I am not disagreeing with you. I do not see there is a great line of people.

Mr. Farnsworth asked how are the batteries mounted? Are they easily switchable? If you have a spare pack, could you switch out the current one for a charged one?

Mr. Haskett stated no, they are not easily switchable. For the large pontoon boat, we looked to have a battery switch and two sets of batteries, but then you are adding another 300 pounds to the boat.

Mr. Farnsworth stated I did not mean for the spare battery to be on the boat. It would be switched when the boat comes in and swapped out.

Mr. Berube stated essentially there are four car batteries in plastic boxes that are secured to the frame of the boat with nylon straps. Everyone has terminals. It would take at least an hour to handle the batteries to switch them out. Handling batteries over the water may or may not be the most practical thing to do.

Mr. Farnsworth stated with the lifts we are considering, then you would have mechanisms to do that.

Mr. Berube stated you would also need an on-board charger, so we would have to purchase four additional batteries at \$200 each. The charger is about \$500, which is an investment of \$1,300. It is cheaper than a boat, and I understand that. I would like to see a proposal for a new boat, and we will see what the demand is. People like the boats, there is no doubt about that.

Mr. Walls stated I am intrigued by the online reservation system. I have always thought that would be a good idea. If we have something like that, the numbers will increase. It will be convenient for people to do on the phone or online, if it is a relatively inexpensive system that will email the staff and the people making the reservations.

Mr. Haskett stated this system had a per-unit cost, so I factored in 10 units, which would also include the swimming pools and the pavilion. It came to \$167 per month to be able to do that, and the system is available 24/7. You can also keep the deposit system in place and it will ask you to update your information. There are all kinds of safety nets. What it really does is track the boats. If someone asked for a boat that was not available, it will provide a printout showing how many times a certain boat was requested and how many times it was available. That will help with future demand questions.

Mr. Berube stated that makes a lot of sense for what we are contemplating. We do not have to purchase a boat. We do not have to repair the dock. We do not have to do anything, but I think we need to plan ahead. More and more people move here every day. It is astounding how many houses are being built, which is good for all of us.

Mr. Haskett stated with boat orientation, people are immediately out on the lake after that orientation. We have several new residents every month who take orientation.

iii. Consideration of Proposal for Swing Set at the Dog Park

Mr. Haskett stated I received proposals for a swing set at the dog park. A single bay has two seats, and a two-bay set has four seats. I provided proposals for both. I included site preparation, concrete, safety mulch, four large shade trees similar to what is at the

Lakeshore Park playground, and some miscellaneous items. A single-bay set is \$4,561 and a two-bay set is \$6,233.

Mr. Berube stated if we go by our experience the first time with swings, we started with two and figured there was a lot of demand for the additional two seats. We spent a lot of money putting on an addition, and we ended up with a two-toned swing set. I think the swings get a lot of use, and for a small additional cost of adding the two seats, I think it is worthwhile to go with the four seats. Every time you look at those swing sets, there are kids playing on them. They get a lot of use.

Mr. LeMenager stated they are very popular. How does this impact our budget?

Mr. Moyer stated let me look that up for you.

Mr. LeMenager stated there is a lot of ongoing maintenance, and we dodged a big storm this week. I work in Lake Nona, and there are so many trees down, it is unreal. In Laureate Park where they spent a small fortune installing mature trees, every single one of them was knocked down. You do not have to go very far north of here to see how lucky we are. When we discuss using up reserve money, keep in mind that but for a few miles, we would have had some huge cleanup costs now. Remember that reserves are for genuine emergencies.

Mr. Berube stated I do not think we need to use reserves for this item.

Mr. LeMenager stated I agree. I was not suggesting that but I wanted to address it.

Mr. Berube stated I think if we do some careful budgeting, I think in a few months, we can figure in the dock into the budget.

Mr. Moyer stated there is \$8,500 budgeted under a category called R&M Parks and Facilities, of which we have spent \$160. So essentially, there is almost \$8,500 in that line item.

Ms. Kassel asked for what else might we spend in that category?

Mr. Moyer stated the description in the budget indicates maintenance and repairs to the basketball courts, athletic fields including sod replacement, cleaning basketball courts and dog parks, and all miscellaneous park areas.

Mr. Berube stated this item fits into that category.

Mr. Moyer stated this falls in the normal maintenance type of expense.

Ms. Kassel stated if we spend money for the two-bay swing set, we will have a limited amount of money left in this line item.

Mr. LeMenager stated we will have about \$2,000 left.

Mr. Berube stated there are more and more people moving here every day. You can see houses being built. The demand for swings has been pretty high. I think we hit our targets pretty well for facilities, considering Lakeshore Park. It is not like what we have been doing that is going unused.

Mr. Moyer stated the money could also come from capital outlay, which is a pretty broad category in the budget that is not specific.

Ms. Kassel asked what is the budget for capital outlay?

Mr. Moyer stated \$12,000.

Ms. Kassel asked how much have we spent?

Mr. Moyer stated so far we have spent \$1,070.

Ms. Kassel asked where would the dock refurbishment be funded? What line item would we use for that item?

Mr. Moyer stated that would probably be from renewal and replacement. That would truly qualify for that purpose.

Mr. LeMenager stated we are talking about that for next fiscal year, not this fiscal year.

Ms. Kassel stated even so, it is a lot of money.

Mr. LeMenager stated I agree.

Mr. Berube stated we will need to figure out where to fund the dock improvement.

Mr. Farnsworth stated I need to address a reservation about the particular design of the swing set that is presented. A single-post design worries me.

Ms. Kassel asked is that what we have at Lakeshore Park?

Mr. Farnsworth stated it is not a very sturdy structure.

Mr. Haskett stated the design is similar to the the swing set in the Green neighborhood that we recently installed, and it has a more modern look to it. We have done double posts and horseshoe-shaped posts like at Lakeshore Park. I have not noticed any difference in stability with the single posts thus far.

Mr. Berube stated I have watched kids swing on both. When I went into the Green neighborhood, at first I thought it looked kind of flimsy. If you watch some of the kids on it, some of them stand on the seats and swing back and forth. The set does not flex at all.

Mr. Haskett stated they definitely would not manufacture an inappropriate design. There are all kinds of regulations related to the design for equipment like this, so they would not put out a product that could cause problems.

Mr. Berube stated that is why we are paying good money for it.

Mr. Haskett stated that is where a lot of the cost comes in. There is not \$1,000 of materials, but it is all the testing and ratings they have to go through.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to accept the proposal for a two-bay swing set, in the amount of \$6,233, as discussed.
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Mr. Berube stated this started as doing some landscape renovations around that playground area. Is that forthcoming?

Mr. Haskett stated there will be a number of large shade trees. There are timbers around the existing play structure, and we want to get rid of those. They are a hazard. Maybe when Davey is going around with their plant enhancements, we can make some improvements in that area.

Mr. Berube asked will that be included in one of Ms. Kassel's areas to review with Mr. Rinard?

Ms. Kassel stated yes. Is the layout for a one-bay or two-bay swing set?

Mr. Haskett stated I sized it big enough for the two-bay swing set.

Ms. Kassel stated I see the playground is square, but most of the other landscaped areas are rounded.

Mr. Haskett stated we will most likely curb the edges of the new playground area, just for ease of maintenance for mowers and so forth.

Mr. LeMenager stated when I went over to check out the area, I noted the picnic tables are gone. What happened to those?

Mr. Haskett stated they were damaged. We have the part. We took it into AmeriTrail to get an estimate on replacing the leg itself. They estimated \$104.

Mr. LeMenager stated the benches were gone, too.

Mr. Haskett stated the picnic tables are gone, but the benches are still there.

Mr. LeMenager stated of the two sets, there is one bench. Three benches are missing as well as two tables.

Mr. Haskett stated the employees most likely took them to repaint and do renovations on them. The picnic tables themselves had the legs on them, and we think over time, they have just rusted.

Mr. LeMenager asked does anyone ever use them?

Ms. Kassel stated yes.

Mr. Haskett stated they were being used, and with the addition of the swing set, they will be used a lot more. There is also a pipe there for a barbecue grill.

Mr. LeMenager stated there is another set farther down.

Mr. Haskett stated that is correct.

Mr. Berube asked do people use the barbecue grill?

Mr. Haskett stated yes.

Ms. Kassel stated I have seen people using it.

Mr. Haskett stated because it was not used as much, that one was taken to Lakeshore Park, but it disappeared.

Mr. LeMenager stated when everything is ready, have one of the monthly neighborhood events in that park.

iv. Proposal for Lakeshore Park Irrigation Extension

Mr. Haskett stated the Board requested an estimate to extend the irrigation at Lakeshore Park to encompass the trees and landscaping that is going to be installed there. I provided a simple one-page description. We can do a bubble area of the zones to accommodate the irrigation. To the right of the point is a connection, where clock 11 that runs Lakeshore Park was terminated. There are extra wires and a three-inch mainline where we can connect and extend that system. Part of the cost includes having Insight Irrigation provide a simple design for us so we make sure we get the hydraulics correct when we extend the irrigation line. It is just under 1,000 feet to get to the first bridge. Going that distance, you have to be careful with the pipe size and how you reduce it. The rest of the work will be done in-house with staff for the irrigation installation and includes renting trenchers and installing the parts.

Ms. Kassel stated this depicts about one-quarter of the circumference of our loop, so it leaves three-quarters essentially empty. Depending on what kinds of trees are installed, it would be nice to have trees shading the walk. One-quarter of the way around seems almost fruitless if three-quarters of the way around you have nothing. Second, on the street side of the park, there are trees that impede the view of the rest of the park, whether

it is from the houses or whether it is from the sidewalk on the south side of Schoolhouse Road. Part of the attraction there is to draw people by seeing it, and if we are only going to cover one-quarter of the area and it obscures some of the views of the pond and the facility, it seems fruitless.

Mr. Haskett stated the majority of the trees are going to be placed around the benches that were installed since it is nice to have shade around them. The reason for only one-quarter of it is because we are making use of the facilities that are there now. We can always do a wet tap on the reclaimed water from Toho Water Authority and irrigate the whole area, but that would be a very large expense to do that. When future areas, such as neighborhood F, are developed, the utilities will be on that side of the road, and it will be much easier to tap from there with an existing controller or a future controller. This will irrigate one-quarter of the way at a minimal cost with resources that we have now.

Ms. Kassel stated the original proposal showed certain trees that were going to be watered. There was an estimate for hand watering. I wonder if it is still a possibility to hand water trees for a period of time, trees that are drought tolerant and likely to grow regardless of being irrigated or not unless we have a severe drought for a long time and that can handle some hand watering for the first month or so. Then beyond that, maybe we do not need irrigation there if we plant drought-tolerant landscaping.

Mr. Berube asked is it your contemplation to tree the entire walkway? I am not against that.

Ms. Kassel stated no, only areas where there are benches and other areas periodically.

Mr. Walls asked what kind of trees are we contemplating for these two zones?

Mr. Golgowski stated predominantly oak trees. We put in a cluster of three cypress trees right after the bridge that is shown in the drawing. By the benches will be oaks that have been relocated from U.S. 192 as well as using some from the nursery area.

Mr. Berube stated our prime limitation to doing the entire length of Schoolhouse Road is availability of water at this point.

Mr. Haskett stated yes.

Mr. Berube stated there is water running along there. If we like the way this turns out, we have an alternative of tying into reclaimed water that is probably running by there.

Mr. Haskett stated there would be, but you would need to add another controller and have power to that controller. Right now, we have three extra control wires that are

coming from the Lakeshore Park clock. We might be able to get a little farther toward Cup Seed from Buck Lane. That will all work out when Mr. Aaron Smith from Insight Irrigation provides his simple plan for us. We have two zones right now, and it may be that he can run both zones off one valve, which would free up a couple more. I do not know the answer to all the possibilities we might have.

Mr. Berube stated this is a relatively small investment for keeping this project moving forward and accomplishing our goals. I am of the opinion to approve this and get it going. Then when Mr. Smith comes in, we can have him take a closer look at what it would take to continue to the west.

Mr. Nicholas stated I think what Mr. Haskett is suggesting is probably the smartest, most cost effective way to get irrigation out there. It looks incomplete if you just look at this in isolation, but as Mr. Haskett said, neighborhood F is probably not the next immediately developed parcel, but it is second to next. That will give you some economies of scale to come around the other way and meet up with this side. In the big picture, you will want landscaping in there. The question is if you want to take the risk of putting trees in there and not having irrigation in there now. You could do that but the plant material choices would be limited. These oaks and especially the transplanted oaks, in our experience, will need a certain amount of watering the first 30 days, a certain amount for 60 days and 90 days. It is very intense to perform hand watering to ensure they get the right amount and volume of water. We can provide another proposal if you want to install irrigation all the way around, do a wet tap here and go farther west. It will make a lot more sense coming from the other direction.

Mr. Farnsworth asked what is happening with the trees shown on the other side? Are they not being installed right now?

Mr. Golgowski stated no. They are getting irrigation back there, which is a really big step. We are seeing pines coming in on their own, so we can select some of those and foster those along and maintain the area between the sidewalk and the tree line as more of a meadow, which I think will be important for wildlife in keeping our turkeys and cranes around long term. That is the general approach to the back side of the pond, keeping it in a rougher situation.

Mr. Berube stated no matter what we approve, there is no detriment to what we do in the future. Whatever we do in the future is a separate add-on to this, no matter what we do. This is a good start to get an idea where we are going.

Mr. LeMenager stated this is what can be done easily with the infrastructure that is currently there.

Mr. Berube stated that is exactly right.

On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor except Ms. Kassel, approval was given to the proposal for the expansion of irrigation at Lakeshore Park, as discussed.
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Mr. Golgowski stated we are planning to cluster them so we can maintain the views of the lake from the street and the houses across from it.

Mr. Berube stated every other street in this area that we maintain has trees along the street. This area remained untreed. I understand we do not want to obscure the view of the park, but we still have this area without any trees. Should there be trees or not? I am asking people to think about that, if Schoolhouse Road should have trees like all the other streets.

Mr. LeMenager stated you should ask the people who live across the street.

Ms. Kassel asked what was the developer's idea behind not having trees?

Mr. Nicholas stated that is a good question. I was not here for the planning for that area, but I suspect it had something to do with ultimately doing something different on the other side of the sidewalk. If you have a development program with a street tree minimum, and if the County said that area is green space but understand that we will later upgrade what is there, they would probably accept some stretch of street trees from when that was platted.

Mr. Haskett stated we are doing essentially what the second and third phase of Lakeshore Park was designed for in 2003. It is just a slower pace and a little smaller scale at this point. It did have the winding sidewalk, which is there now. It branched off from where the trees end to the curvature but not quite as dense.

Mr. Golgowski stated a big purpose for the trees is to provide shade for people walking down by the pond, which is where we want trees.

Mr. Walls stated I think having this park across the street is fine without trees. It is something nice to look at. It is not like you are looking at a row of houses across the street.

Mr. Berube stated I was just mentioning it for continuity since every other street has trees but that area does not. There is a feature behind it, so I guess it makes sense to leave it open.

Mr. LeMenager stated I am fine not having trees. It is a very popular facility.

FIFTH ORDER OF BUSINESS

Developer's Report

A. Harmony Community School Landscaping

Mr. Nicholas stated you have probably noticed work has begun at the front of the school. We had to take advantage of spring break when the students were out so we could work through the week during daytime hours. We will have to stop everything because we cannot be making noise after April 15. We tried to get some native plantings on that front street to upgrade the look and to re-energize some of the existing material. That work is in progress. We appreciate working with Davey on this project, and we are still working through the process with the School District on a longer term plan.

B. Downtown Market Place

Mr. Nicholas stated we have new tenants moving into our downtown market place. A couple of them are due to open next week and the week after. Promotion is important for them, controlled promotion, something that we can make some attempt to drag a little traffic off the main road for passersbys who come in so we can support those businesses. We put a couple balloons up, which signifies the grand opening and also temporary signage. In our PD, we have approval for temporary signage like that. Our relationship with the County is such that we are allowed to do it. However, at the west entrance, the way the plat was done, we do not own all that land around the entry. The CDD owns that land. Even though it is allowed to do something like a balloon for people driving east to see that there is a grand opening and come into the community, we did not feel comfortable putting it up because the CDD owns the land. When we started putting it on our land farther back, it gets concealed by trees and there are other issues. When something like that happens, we would like to place a Grand Opening sign out there for a couple weeks to let those tenants know that we are making an effort to try to bring in some outside traffic. How should I handle that? Should I wait until a Board meeting to ask the question? Should I email the Chairman or talk to the District Manager? I would

like to get the Board's thoughts before we place the sign. It is not an approval issue but more of a courtesy to ask if it is acceptable.

Mr. Berube stated it does not bother me. It is not a permanent structure. I think you are right. We have new businesses coming in, and it is all for the gain of the community. If it takes a couple weeks or a month, I have no issue with that.

Mr. Walls stated I agree. When you moved the balloon back, I was disappointed because it is hard to see. I think it is fine.

Mr. Nicholas stated the balloon company put it in the front but I told them that was not our land. I did not want to put it there without asking. Where we moved it to now, it is concealed for drivers heading east.

Mr. Walls stated I have no problem with it being on CDD property.

Mr. LeMenager stated I think that is fine.

SIXTH ORDER OF BUSINESS

Audit Committee Selection Process

A. Appointment of Committee Members

Mr. Moyer stated the Board expressed a desire to go through the auditor selection process. State law identifies the procedure for doing that. The first step is to appoint committee members to the audit committee. On small governments, generally the governing body appoints itself as the audit committee rather than individuals within the community who might have that experience. If it is your desire for the Board to serve as the audit committee, I would need a motion to that effect.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to appoint the Board as the audit committee.
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B. Establishment of Evaluation Criteria

Mr. Moyer stated the next step as part of the selection process is to tell those firms that might be submitting their qualification what the evaluation criteria will be. We provided that to you in the agenda package. Option B does not have a criterion for price. Unlike selecting an architect or an engineer where you are not permitted to ask for price, when you select an auditor, you are permitted to ask for price. I think that is a critical part of that process, in that, you will receive maybe four or five responses. With the other criteria elements identified, you will have a very difficult time distinguishing between the firms that are responding. You will receive responses where they all do 50 audits for

CDDs, they all have good personnel, they all have good staffing, and they all perform according to a timeline. The bottom line is, there may be small differences in the other areas of the criteria, but price will play an important part in your selection.

Mr. Berube stated Option A allows us to ask for price, and Mr. Moyer is recommending Option A.

Mr. LeMenager stated I am in favor of Option A. It sounds like the lowest price is going to win.

Mr. Moyer stated maybe.

Mr. Berube stated we need to be careful with that sometimes.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to use Option A for evaluation criteria.

C. Authorization to Proceed with RFP

Mr. Moyer stated now that you have completed all the prerequisites, I will ask for a motion authorizing that we proceed to solicit RFPs.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to authorize staff to proceed with the auditing RFP.

Mr. Berube stated the notice is dated 2011. That needs to be changed.

Mr. Walls asked are we not making the RFP specific of the services we are looking for?

Mr. LeMenager stated this is all there is, one page.

Mr. Walls stated there is no specificity in this notice. This is like a sample.

Mr. Moyer stated you are not engaging them at this point. All you are doing is going through the process of selecting the most-qualified auditor based on the responses to the RFP. When that is done, then we will come forward with an audit engagement letter, which is when you want to identify with specificity the scope of the audit. In general terms, that is standard except if you are concerned, as we discussed previously, looking more closely at the special assessment process, then you would add that to the engagement letter.

Ms. Kassel asked you do not add that to the RFP?

Mr. Moyer stated no.

Ms. Kassel asked why is that? If you want a proposal, the proposal includes the price. Do they not need to know exactly what they are doing in order to offer that price?

Mr. Moyer stated yes. I think what is in the notice identifies the magnitude of the audit that we are requesting.

Mr. Walls stated that is what I am saying. I do not see anything that says what services we are looking for them to provide.

Mr. Berube stated any of these firms are likely going to know that we are looking for an audit of our financial statements for the year for a CDD of this size.

Mr. Moyer stated if you go to the request for auditing services, it says the District is 995 acres and has an operating budget of \$x million inclusive of debt service. That basically gives them a pretty good idea about the scope of the audit. If you want to add that the District collects non-ad valorem assessments and levies assessments and things of that nature, we can certainly add that.

Mr. Berube stated it sounds like Mr. Moyer is saying the people in this business understand what the scope should be based on the information we provide to them.

Mr. Walls stated I am fine with that. I am used to doing a more robust type of requests. Do you think we will get a number of proposals?

Mr. Moyer stated I think you will receive four or five.

Ms. Kassel asked it is not necessary to state up front that we may want them to attend more to our assessment process?

Mr. Moyer stated I am happy to add that to the notice. It certainly would not hurt to include that there will be a concentration, at least in the first year's audit, on the special assessment process.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

Mr. Moyer stated we have collected 57% of our non-ad valorem assessments through February 28, 2013, which compares to 52% a year ago.

Mr. Nicholas stated the developer will be paying their assessments tomorrow, so that figure will increase.

Mr. Moyer stated the collection percentage is 5% higher than last year, which is because more residents are paying early, not the developer, as just indicated. Those are other residents, so we are a little ahead of where we were last year. On the expenses, we are within budget. Some of the reasons for that is (1) the arrangement with Severn Trent on reimbursing the District and (2) savings in field employees. Other general items were \$9,000 under budget and we are under budget by \$9,600 on utilities. Generally we are in good shape.

Mr. Berube stated my recollection of the assessment issue is that they were going to issue a check in April for half and another check in September for the other half.

Mr. Moyer stated that is correct; they want to resolve that before the end of the fiscal year so we can add that to the debt service account.

Mr. Berube stated it is noted in the financial statements but it is not noted how they will be sending it to us.

B. Invoice Approval #155 and Check Run Summary

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

Mr. Walls stated there is a utility invoice for water from KUA that was \$900. That is the first time that one showed up.

Mr. Berube stated usage on that meter for previous months was zero, and that month, it increased.

Mr. Walls stated that is correct.

Mr. Berube stated that suggests there was a big leak. There were two invoices like that. Did something happen at the west entrance that would account for a lot of water usage, or might there be an issue?

Mr. Nicholas stated we are watering in new plant material that was installed, but that sounds like a big number.

Mr. Haskett stated I am not aware of any leaks or problems. The palm trees were being watered more frequently, but that should have shown a spike.

Mr. Walls stated this looked like a meter that had not been used. The usage was basically zero.

Mr. Haskett stated it is most likely the one for Harmony Square Drive entrance west at \$970. It is for the center median and might be the result of Toho Water Authority fixing the water meter.

Mr. Berube stated there were some meters that classically showed zero. I noticed that, too.

Mr. LeMenager stated it sounds like we have been getting by for some time with non-working meters.

Mr. Haskett stated I will definitely check into that to make sure.

Mr. LeMenager stated that is \$12,000 annually and is a rather significant part of our water bill.

Mr. Haskett stated it should not be that high because that is more drought-resistant material in that area. I will inspect that and adjust it accordingly.

Ms. Kassel stated the invoices for service address 0 Schoolhouse Road Park had a big jump, higher than the previous year. It is page 73 of the invoice document.

Mr. Nicholas stated that sounds like it might be the bathrooms.

Mr. Haskett stated that is at Schoolhouse and Cup Seed, which is the Buck Lane irrigation controller. Overall, irrigation has increased a little with everything being so dry.

Ms. Kassel stated it has increased by 100% on many of the previous months for many of the invoices.

Mr. Haskett stated we will keep an eye on it and make sure they are watering correctly. It also has to do with the fertilizer schedule. When you fertilize, you have to water it in.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the invoices, as discussed.
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C. Public Comments/Communication Log

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

Mr. Berube stated it is pretty limited this month.

Mr. LeMenager stated it used to be much longer, so people are not complaining as much.

Ms. Kassel stated I seem to remember calling recently and they are not on this list, but that could be the timing of the agenda package.

D. Website Statistics

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

E. Organizational Structure

Mr. Moyer stated you read the chart straight up and down and this is an informational item.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Legislative Update

Mr. Qualls stated I am not registered to lobby on the Board's behalf, but I do want to report there is a bill that Senator Jeremy Ring is carrying. The bill would mandate that all CDDs go to the County and present their budget and have the budget reviewed with a look toward consolidating if it makes sense to do that. This bill is not moving. There are four or five committee stops, and it was stalled in the second committee stop. It is something to be aware of.

Mr. Walls stated I can tell you Orange County's position on it, and that is against it.

Mr. Qualls stated I would imagine this District would like to see some clarification with a good sponsor and know what is going on, but it is no longer on the agenda. I wanted to mention it because it is something we are monitoring.

Mr. Moyer stated I thought the bill exempted CDDs.

Mr. Qualls stated no, it expressly mentioned CDDs.

Mr. Moyer stated there must be another bill out there similar to this one.

Mr. Qualls stated there are several out there, and this one surprised me since it will be quite a change. We will continue to monitor it.

ii. Consideration of an Employee Leasing Agreement with the Harmony Development Company

Mr. Qualls stated I continue to work on this agreement for the provision of field services work. We are in good shape. I put together a draft of the contract. The developer has been responsive and good about sharing concerns. I just emailed that agreement to you all so you should have them on your tablets.

Mr. LeMenager stated I saw it in my email.

Mr. Qualls stated I sent a draft previously to the Chairman and staff and just now to the Board. I also have hard copies for anyone who would like one. It is an agreement that is very similar to many agreements you have. It is an independent contractual relationship. We included the scope of services for ease of being able to look through it. That is what you are going to want to focus on. The big picture is just as you discussed as I reviewed in the minutes. The Board's direction was to provide a contract between the CDD and the developer. It is an independent contractual relationship. We make very clear, pursuant to general counsel's strong advice, that it is clear to the independent contractor that the buck stops with the District Manager. The scope of services is thorough, but that can always be reviewed and made more robust. It can also evolve over time. One of the things that Mr. Kenza vanAssenderp wanted to make sure we had, which I will work on with the District Manager, is an exhibit that shows how this scope of services is specifically implemented. That will help with future transitions so everyone knows how this arrangement works. The last piece that we need is pricing information from the developer since they are not willing to provide this service completely free of charge. They will provide some pricing information. My understanding is you first take the data of what the benefits and wages are, and then you have a dollar amount for the supervisor. The contract contemplates one supervisor with employees underneath. This is all managed by the independent contractor. Once we have those numbers, we will plug them into the contract. I think this contract is in good shape. It does capture the discussion that the Board had and the direction you provided. I reviewed it with Mr. vanAssenderp. The two main things he wanted to have were (1) the bullet points for fleshing out the works of the District and how the scope of services will be implemented, and (2) to be very clear that the independent contractor goes through your District Manager. There is a specific item within the scope of services that says there will be reports provided to this Board so that you are updated. The idea is essentially that you will look to the District Manager to manage the independent contractor who is providing these field services. I believe the agreement captures everything you requested.

Mr. Berube stated page 3 under Personnel says the supervisor will provide 18 hours per week towards management and supervision of District field operations. I presume that supervisor is Mr. Haskett?

Mr. Qualls stated the beauty of this is you do not specify who that person is, but in reality, I think it contemplates it is Mr. Haskett. From the Board's standpoint, you look to your District Manager who tells the supervisor in the contract what is needed in the field. That is the flowchart of how that works. This contemplates 18 hours for someone just supervising the three onsite field services employees.

Mr. LeMenager stated so we are finally going to pay for some of Mr. Haskett's time, which is fair enough.

Mr. Nicholas stated I think if we are ultimately responsible for field management, you want to have access to all our expertise. It is not just one person. There is a lot of communication back and forth, which is why we did not name just one person or position. You have access to all of us.

Mr. Berube stated I am not arguing. I just wanted to know the meaning of who that is. Under B, it says the project manager shall provide one part-time personnel who will assist the full-time personnel during increased seasonal activity. You are considering adding a part-time person some time during the spring/summer hours, in addition to the three employees?

Mr. Nicholas stated yes. The way the pricing will work is a bill-back with a small margin in it. If the Board wants to accept a part-time person, that will roll right into the program.

Mr. Qualls stated the way I see the price is like any other contract you have with an independent contractor. There is a monthly amount that will be paid. The independent contractor needs to know its responsibilities and scope and how it is divvied up. Because of the discussion and because of the attempt to make sure everyone is in agreement, that is why this information is included. In most independent contractor relationships, it is about whether or not the job is getting done. It is the independent contractor that makes sure it has the resources it needs to get the job done. This includes some additional specificity so that the Board is comfortable that there will be enough boots on the ground to get the work done.

Mr. Berube stated the missing link right now is the pricing.

Mr. Nicholas stated the idea is just to do a straight offset of the wages and benefits, including taxes, health care, and so forth. There will be a small carve out for some supervisory time, and a 10% addition to those hard costs. From what we understand, that

is more than competitive than what you have been quoted and what you have been paying all along.

Mr. Berube stated in the past, we paid Severn Trent 30% on a per-person basis. There is the hourly wage plus 30% for benefits and taxes. Once they arrived at that number, then they added another 10% as their overhead/profit. So it is about 43% over the hourly wage that we are paying. Is that where Mr. Nicholas contemplates being?

Mr. Nicholas stated yes, but it will look a little different because I think Severn Trent is a big company so they probably assume 30% will more than cover the benefit load, so they just locked it in at 30% and then added the margin. We will pass that along, so it will be wages and benefits as a hard number. We will include some supervisory time under the same calculation, and then add 10% on top of that. The answer is yes, but we get there a little differently.

Mr. Berube asked what is supervisory time valued at?

Mr. Nicholas stated that is what we have not determined. A lot of this has unfolded in the last couple days, and I have not had a chance to review the contract. We wanted to have this substantially agreed to as far as the language before we spent too much time in pricing it. It will be as reasonable as you could hire a supervisor for those hours, and you will not have to commit to full time but a portion of it.

Mr. Berube stated I am looking for an estimate. Is it \$20, \$30, \$50 per hour?

Mr. Nicholas stated I think it will be about \$20 per hour.

Mr. Berube stated when you look at the bigger picture, I think Mr. Nicholas's method of calculating the benefits package is probably cheaper than Severn Trent's method.

Mr. Nicholas stated you get more of the fee that is transparent, which has been a concern. We will have that number audited periodically to make sure you agree with it. Instead of having 40% of your expenses being a mystery, now only 10% is. There is a benefit to using us. We are not looking to make money. We just want to make sure we cover the insurance liability and any extra effort in that extra 10%.

Mr. Berube stated I think it is reasonable to ask for some compensation for Mr. Haskett's time. He devotes a lot of time to the CDD, and it is not only him but a lot of others in the background.

Mr. Nicholas stated while Mr. Haskett has been your point of contact, assuming contractual responsibility for something like this, you basically get the full benefit of our team's expertise as we employ your staff.

Mr. Berube stated I think we have a pretty solid idea of the numbers. There are a few more details to work out for the contract language to finalize the agreement.

Mr. Qualls stated the arrangement that you contemplated has already been opined that it is legal. What is left is for the Board to make some policy determinations that I simply plug into the contract to capture the requirements of having the contract, including the offer and acceptance and monetary consideration. All those things are present, but now the Board needs to make a policy decision, and I implement what you direct me to do in that regard.

Mr. Berube stated a couple months ago, we were considering Staffing Now, and the increase was significantly more than Severn Trent was charging, even contemplating the additional supervisory compensation. I still think we are well within what we contemplated with Staffing Now, and I think we have a better package this way.

Mr. Nicholas stated everything we discussed is quantitative, which you should certainly evaluate. The fact is, these people are human beings, and up to this point, they have not really been part of a team. Along with folding them into our crew, they will be invited to all of our holiday parties and eligible for the rewards and recognition events that we do for our staff, general private company efforts to build morale and those types of things. I would not see a down side on their productivity.

Mr. Berube stated in general, we need to agree to the concept we just discussed, and then direct the attorney to move forward and bring us a final contract for next month.

Mr. Qualls stated that is correct. I will provide it to you well in advance. It is just a matter of fine tuning some language. We need to include the exhibit Mr. vanAssenderp referenced and the pricing information for everyone's review. I think we are very close. A lot of the challenges with a public body is coordinating everything. Now that it is in front of you, all the factors you required are included. If this is the direction in which you still want to proceed and everyone is comfortable with it, give me the direction to finalize the agreement, subject to the Board's ratification at the next meeting.

Mr. Farnsworth asked will someone be providing the policy statement?

Mr. Berube stated it is already done and I read it. It is largely a recital of what has been going on here for the last four or five years between Mr. Haskett and the employees. It has been reduced to writing and is being put in very specific terms, and it all looks good. The only piece that was missing was the pricing, and we just heard the methodology. I do not think it will cause any overages on our budget for the year. We will have a few months experience to see where the final numbers are so we can plan for next year's budget more accurately. None of this will negatively impact our budget. It is largely a continuation of what we have been doing except there is a different employer. It will be the Harmony Development Company instead of Severn Trent.

Mr. Farnsworth stated I have no problem with that.

Mr. Berube stated it will be good for the employees. We have good employees. We managed to hire good people, and I think they will be happy with the arrangement. I think their benefits will be an improvement making this change. There is consensus of the Board to proceed with this agreement.

Mr. Haskett stated in reference to Mr. Rick Druckenmiller and Mr. Paul Calabro, they are Severn Trent employees. Their policy manual states that they have to provide a certain time period of notice to collect their benefits and vacation. At what point do we need to trigger that? Is that something Mr. Moyer can address with Severn Trent? Or do they need to initiate that themselves?

Mr. Moyer stated they have to initiate that themselves. Severn Trent will not take my word that they have two employees who are resigning. They will need to make that notice through their reporting hierarchy to Mr. Brian Smith who will pass that on. It is just a matter of timing, that they do that so it is effective on the day that your contract becomes effective with the Board.

Mr. Nicholas asked is there a minimum notice requirement for them to keep their benefits?

Mr. Haskett stated I believe it is a two-week notice.

Mr. Nicholas stated I think we can accomplish that, and it is good to recognize that. They will get paid all their overtime before they start with us, so that is a good thought. I will keep that two-week timeframe in mind and once I feel we are two weeks away, then I will let Mr. Qualls know.

Mr. Berube stated it would be nice if you could put in a nice word to Severn Trent so these employees do not get any negative pushback. I think Severn Trent knows what is going on with the staff, but they have a funny way of doing things.

Mr. Moyer stated there would certainly not be any retaliation type of thing. They will handle these employees according to their personnel manual.

Mr. Berube stated we will all work together to make sure this is a smooth transition from Severn Trent's payroll to Harmony Development Company's payroll.

Mr. Moyer stated Mr. Bob Koncar will support all we are doing, so there should not be any problem.

iii. Lakeshore Park Acquisition

Mr. Qualls stated the project improvement acquisition agreement was approved September 2012 for the Lakeshore Park boardwalk and facilities. It is my understanding that this project is complete.

Mr. Boyd stated that is correct.

Mr. Qualls stated the engineer has been a part of the process. The contract required the engineer to make sure the products used were up to your standards and that the final product was up to your standard. Now it is a question of when the closing can take place. There will need to be some signatures and some witnesses, but all the forms are in the contract. This is not a new item but an update on an old item that you already approved to let you know we are ready for closing.

B. Engineer

i. Lakeshore Park Acquisition

Mr. Boyd stated there are two certifications required for the closing for the Lakeshore Park improvements. One is the developer's engineer stating that the materials and methods used were acceptable and standard. The second is a certification from the District's engineer stating that what you are receiving is what the agreement states, which it is. I have those documents to be executed today.

Mr. Nicholas stated we will tie up the loose ends. There are some credits back to the CDD. We anticipated not doing the irrigation, which the Board approved outside of this project, so that has been pulled off. Some of the items that were reused, like doggie pots and benches that did not need to be purchased, were also pulled off. Instead of whatever the amount that was noted in the original agreement, the final cost is a couple thousand less than that number and will be noted on the actual bill of sale.

Ms. Kassel asked what about the extra costs involved with the concrete?

Mr. Nicholas stated it reflects the net of the credit. The final bill of sale will be less than the original stated number on the contract by a few thousand dollars. It is hard to look at it and give you a quick answer on the individual pluses and minuses, but there are more credits than additions.

Mr. Berube asked does this need to be handled today? Or is there more work to be done on it and we can conclude it next month?

Mr. Nicholas stated I do not know that the Board needs to act at all at this point.

Mr. Moyer stated it would be appropriate to have a motion to accept the engineer's certification, which puts into motion the standard requisition process. Actually once you are comfortable with this, it will not come back to the Board at all. There is a requisition form that we use to take money out of the construction trust fund. Mr. Boyd has to sign that requisition as well as an authorized officer of the District, which is usually me who signs that. It will go to the trustee and they will transfer the money so the developer can be paid.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to accept the engineer's certification of the completion of the Lakeshore Park improvements, as discussed.

ii. Reserve Study

Mr. Boyd stated at the last meeting, the Board raised the issue of District facilities and a reserve study. We are moving forward with that. I would like to bring that to the Board in May unless you have a need for it sooner than that. I performed some very quick research into the rubberized sidewalks, and I made some quick observations from my online research that I will distribute to everyone. We can make some statements about that when we discuss reserves for future replacements. I did not really want to report on this today other than to note this information is for your review. I have reservations, primarily because I have not seen it used personally before. I am sure there are issues and concerns with it that may come into play. I want to be aware that it might not be the best alternative from an appearance standpoint. You are used to walking on concrete sidewalks, and this would have a very different feel. It might tend to grip the sole of your shoe, depending on what you are wearing, differently than concrete. Those are some observations and we can discuss it further at a future meeting.

Mr. Berube stated the first question I had was already addressed regarding tree root management. We are replacing sidewalks because the roots are coming up. There is nothing with these sidewalks that will stop the roots from pushing up the rubber. They indicate that you lift up the rubber, cut the roots and then put the rubber back down. I guess that is better than trying to lift up concrete and put it back down, but I do not know that we have gained much.

Mr. Boyd stated you would be able to re-use the material. I do not have any cost information.

Mr. Moyer stated on the renewal and replacement report, we will probably provide a budget to the Board in May, so you will need to provide that information to us as part of the budget process.

Mr. Boyd stated I will provide that in advance so you can include it in the budget.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Kassel stated I wanted to note that we had that alligator presentation a couple weeks ago. I specifically asked him the question of what kind of impact are we having by fishing in the ponds or fishing off the dock in terms of alligators that are in those bodies of water. He said was essentially we are creating a hazard, both for the alligators and for the people fishing. You are essentially making alligators unafraid of people and attracted to people. It is not good for people, nor is it good for the alligator because once he is attracted to people, it is removed and killed. I just wanted to bring that information to you from that presentation from people who work with alligators all the time.

Ms. Carol DeMaria stated about a year ago on one of the ponds on Clay Brick, one of my neighbors was walking her dog by the pond, and she saw a little boy about 8 or 9 years old run up the embankment. He looked petrified, and she asked if he was all right. I guess he was fishing there, and an alligator took his fishing pole. He was really upset. This was a child who had no parent around or a friend but was fishing there alone. What if he panicked and held onto that fishing pole and was dragged into the water? Who would have found him or known what had happened to him if he was all alone at that pond? That is something of concern.

Mr. Berube stated we have discussed this over and over, and there is an official policy of no fishing in the ponds. Some of them are signed for no fishing. The hubbub over that issue has died down. Certain ponds are signed for no fishing. I hear what you are saying,

and it is stunning when you see it. Our policy is established that there is no fishing in CDD-owned ponds. I do not know what to do about it. We cannot police everyone.

Ms. DeMaria stated it was one of the golf course ponds right off the golf course.

Mr. Berube stated we gave the manager authorization to change the phones if the pricing came back advantageous. It looks like Ms. Brenda Burgess did a good job of getting information from AT&T based on the information she sent. AT&T has undercut Sprint on most of the items. There are a few things where they did not. I think we should stay with AT&T based on this comparison. If we provide Mr. Druckenmiller with a phone that has a personal hotspot on it as well as a tablet, then he can use the data from the hotspot on his phone to run the tablet and we will not need a plan for the tablet. By staying with AT&T, it should be simpler. Ms. Burgess has already done the groundwork on that. Whether we go with Sprint or stay with AT&T, we will save a couple thousand dollars every year.

Mr. Haskett asked did that include an upgrade to iPhone 4?

Mr. Berube stated yes.

Mr. Haskett asked is that something you are authorizing us to do, go to 4G since all they have is 3G now?

Mr. Berube stated yes. The buyback program is one of the downsides with AT&T. If they will buy ours back through one of their partners, we can do that. If not, I looked today and depending on the condition, these phones are worth \$50 to \$75 on ebay. Go with the iPhone 4 since they have the personal hotspot available. You only need one hotspot for Mr. Druckenmiller since he is the only one with a tablet. Then you can proceed to get a tablet for him similar to what we have. That will settle the phone issue.

Mr. Farnsworth stated I want to compliment Mr. Haskett on getting that puddle fixed.

Mr. Haskett stated we reviewed the alleys and found a few more that we have addressed. That work was all done in-house.

TENTH ORDER OF BUSINESS

Adjournment

The next regular meeting is scheduled for Thursday, April 25, 2013, at 6:00 p.m.

On MOTION to Mr. Berube, seconded by Mr. LeMenager, with all in favor, the meeting adjourned at 10:30 a.m.

Fourth Order of Business

4A



MAINTENANCE REPORT

CUSTOMER Harmony DATE 3-21-2013

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Jon Avance

TREATMENT SERVICES

POND SITE INSPECTED	EMERG. VEG.	SUBMERG. VEG.	FLOATING VEG.	ALGAE	AQUASTAR	AQUATHOL k	COPPER SULFATE	CUTRINE	POND DYE	REWARD	SONAR	WEEDAR	OTHER
28,30				x				x		x			
31,27				x				x		x			
32,33				x				x		x			
34,26,25				x				x		x			
24	x			x	x			x		x		x	
19,10				x				x		x			
18,16,17				x				x		x			
11,14,15				x				x		x			

TARGETED VEGETATION Algae, spike Rush, Planktonic Algae, Cogon grass, Penny Wort.

ADDITIONAL NOTES / CONCERNS Quarterly ponds treated for algae as well as golf course ponds.

Pond 24 treated for Cogon grass around out fall structure as well as grasses and penny wort. Also treated for algae.

Orlando Office
2002 E Robinson St
Orlando FL 32803

Vero Beach Office
1717 Indian River Blvd
Suite 201
Vero Beach FL 32960

Jacksonville Office
2036 Forbes St
Jacksonville FL 32204

Tampa Office
333 Falkenburg Rd N
Suite A 128
Tampa FL 33619

Key West Office
1107 Key Plaza
Suite 259
Key West FL 33040

Aquatic & Land
Management Operations
3825 Rouse Rd
Orlando FL 32817

Native Plant Nursery
DCC Farms
8580 Bunkhouse Rd
Orlando FL 32832

407.894.5969
877.894.5969
407.894.5970 fax

Key West

Vero Beach

Orlando

Jacksonville

Tampa



MAINTENANCE REPORT

CUSTOMER Harmony DATE 3-28-2013

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Jon Avance

TREATMENT SERVICES

POND SITE INSPECTED	EMERG. VEG.	SUBMERG. VEG.	FLOATING VEG.	ALGAE	AQUASTAR	AQUATHOL k	COPPER SULFATE	CUTRINE	POND DYE	REWARD	SONAR	WEEDAR	OTHER
34,15,14,13	x				x							x	
11,17,16,12	x				x							x	
18,10,29				x				x		x			
22,23,20				x				x		x			
4,2,21,3				x				x		x			
28,30,31	x				x							x	
27,32,33				x				x		x			
26,25,24				x				x		x			
6,7,8,19	x				x							x	
5,1		x						x		x			

9-Irrigation Pond

TARGETED VEGETATION Algae, Spike rush, Torpedo Grass, Cat-tails, Cogon Grass, Primrose Willow, Penny Wort.

ADDITIONAL NOTES / CONCERNS All ponds (Quarterly&Monthly) Ponds inspected and treated for invasive

Vegetation. Pond 24 will be added to our monthly schedule to insure pond quality for the homeowners. Also planted saw grass

along south shore of pond 24.

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407.894.5970 fax

Key West

Vero Beach

Orlando

Jacksonville

Tampa

4B

The Davey Tree Expert Company
Harmony Community Development District
Landscape Maintenance
Monthly Summary

April 2013

4.1 Turf

4.1.1 Mowing - Mowing was completed throughout common and park locations on a bi-weekly basis in February/ March as follows:

Week ending 3/30/13
Week ending 4/06/13
Week ending 4/13/13
Week ending 4/20/13

Mowing is scheduled for the balance of April as follows:

Week ending 04/27/13

4.1.2 Edging (same as above, see 4.1.1)

4.1.3 Trimming (same as above, see 4.1.1)

4.1.4 Disease Control

- a. No disease concerns at this time.
- b. Turf weed application for dollarweed and grassy weeds completed 4/16/13.

4.1.5 Fertilization

- a. Next application is scheduled in May. A Poly coated custom-blended application will be made to even out turf color and duration through the summer period. Formulations are being worked on with manufacturer.

4.1.6 Pest Control

- a. Pest activity minimal.
- b. Ant treatments on-going.

4.1.7 pH Adjustment

4.2 Sports Turf

4.2.1 Mowing

- a. Mowing shifted to twice weekly. Mowing is being completed with a rotary style mower, mulching deck, at a 1" cutting height.
- b. Mowing activity shifted to morning hours as requested.

- 4.2.2 Insecticides
 - a. No insect concerns/ activity at this time.
- 4.2.3 Herbicides
 - a. Turf weed applications remain on cycle. Application scheduled for the week of 3/18/13 (completed). Next application scheduled for the week of 4/15/13.
- 4.2.4 Fungicide
 - a. No disease concerns at this time
- 4.2.5 Fertilization
 - a. Granular application of 24-0-11 completed the week of 04/15/13. Next scheduled application the week of 5/20/13.
- 4.2.6 pH Adjustment

4.3 Shrub/Ground Cover Care

- 4.3.1 Annuals
 - a. Spring rotation installed.
 - b. General policing and weeding of bedding areas.
- 4.3.2 Pruning
 - a. General trimming and pruning throughout all locations of the community cycles increase and shorten as Spring weather finally arrives.
 - b. Deadheading of Knock-out Roses
- 4.3.3 Weeding
 - a. Weed control cycling through property covering hardscape and open bedding areas throughout community and 192. On-going basis.
 - b. Hand weeding to maintain aesthetics within ornamentals and ground covers being supplemented with selective herbicides. Primary target is torpedo grass populations left unmanaged. The hand and spray combination will continue until spray applications take effect on the torpedo grass – this typically takes 3-4 applications due to the nature of the grass itself. Update, 11/15: torpedo grass control has been effective. Applications moved to as-needed basis.
- 4.3.4 Fertilization
 - a. Supplemental fertilization in select locations for select material incorporated into detail crew sectional detailing schedules.
 - a. Azalea supplements – all locations
 - b. Knock-out Roses – all locations
 - c. Sago palms – Town Square
 - d. Ilex Schilling – Five Oaks Drive

- 4.3.5 Pest and Disease Control
 - a. Select insect applications:
 - a. Aphids/ Podocarpus – Ashley Square
 - b. Aphids/ Podocarpus/ Lakeshore Park

- 4.3.6 Mulching
 - a. Mulch installation, Cherry Brown, completed.
 - b. Playground mulch in progress.

- 4.3.7 pH Adjustment

4.4 Tree Care

- 4.4.1 Pruning
 - a. Elevation/ canopy completed along east side of Cat Brier. Work proceeds down Lakeshore/ Schoolhouse.
 - b. General sucker removal throughout.

- 4.4.2 Tree Basins
 - a. Mulch removal/ install – completed.

- 4.4.3 Fertilizer
 - a. Swim Club palm fertilizer including micro-nutrient treatments.

- 4.4.4 Pest Control
 - a. No pest concerns at this time

- 4.4.5 Mulch
 - a. Note section 4.4.2

- 4.4.6 pH Adjustment

4.5 Irrigation

- 4.5.1 General Requirements
 - a. Materials supplied for collateral head damage resulting from mowing operations.

- 4.5.2 Monitoring

- 4.5.3 Valve/ Valve Boxes

4.6 Litter Removal

- 4.6.1 Landscaped Area
 - a. Mowing, detail , weed crew and Supervisor responsibility on a daily basis.

- 4.6.2 Sidewalks
 - a. Mowing, detail, weed crew, and Supervisor responsibility on a daily basis.

- 4.6.3 Trash Receptacles
 - a. Cleaning and pest control scheduled bi-weekly.
- 4.6.4 Streets
 - a. Mowing, detail, weed crew, and Supervisor responsibility on a daily basis

4.7 District/ District Manager Awareness

5.0 Unscheduled Maintenance and Repairs

- 5.1.1 General
 - a. None noted at this time.
- 5.2.1 Damaged Facilities
- 5.2.2 Damaged Irrigation System Repairs
 - a. Reference section 4.5.1 above
- 5.3.1 Emergency Repairs
- 5.4.1 Unscheduled Maintenance

6.0 Other – Proposals, Work Orders

- 6.1 Proposals
 - a. Proposal submitted for West entry landscape modifications that include OUC tree transplants. Approved. Work scheduled for week of 10/29/12. Tree relocations, palmetto removal, annual replacements completed. Note: the supply of Butterfly bush received were not acceptable for installation. Replacement material is being located and shipped.

12/10/12 – Temporary plant material installed at monument wall in lieu of Butterfly Bush. Work continues to locate satisfactory material to finish median plantings.
 - b. Oak tree transplants (Phase II) from OUC buffer. Locations pending/ Proposal pending. 4/15/13 – Locations identified around Lakeshore Park improvements. Proposal submitted – pending irrigation installation.
 - c. Proposal for Class I pruning of street trees submitted. Scheduled to begin the week of 12/10/12 with completion projected end of December. Canopy/ elevation work in progress in advance of pruning.
 - d. Proposal for landscape renovations at Lakeshore turn-about submitted. Projected to begin the week of 12/26/12 provided suitable material (Butterfly bush) is located and secured. Pending material.

Note: Discussed at January meeting and decided to table this proposal re-directing approved funds to other areas of the property. Proposal pending.

4C.

4Ci

THE TOWN OF HARMONY

District Dock & Maintenance Activities Report

March 16, 2013 – April 15, 2013

Boat Maintenance

- Large Pontoon Boat taken to Advanced Marine for repair. Small leak in right side pontoon. Expect to place in service 4/19.
- Removed and inspected all propellers (weekly). Fishing line removed from small & large pontoons, no damage noted.
- Boat Dock – Daily safety check. Monitoring structural unit connections.
- 14' Fishing Boat – placed back in service.
- Sailboat – Jib damaged during storm event. Out of Service, awaiting repairs.

Buck Lake Activities

- Boat Orientation held at the Enrichment Center 3/23/2013, 2 attended.

Facility / Park Maintenance Activities

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event.
- Swim Club – New (replacement) furniture placed around pool deck 4/5/13.
- Swing Set Project @ Dog Park – Equipment order placed. Site work scheduled.
- LSP Irrigation Extension – Insight preparing design. Installation scheduled to be complete by end of April.
- Swim Club – Men's restroom (public side) replaced flush valve urinal.
- Dog Park inspection of fence and hazards, corrected as needed.
- Mule Utility Vehicle – Serviced.
- Bobcat Utility Vehicle – Serviced.

Irrigation Maintenance

- Continue to replace broken and clogged irrigation heads and routine maintenance activities.
- Inspected Controller IR 1, IR 2, IR 6, IR 7, 12, 18, 21, 23.

4Cii

HARMONY CDD

Boat Reservations - March--April 2013

Date	Resident	Time	M-W-Th	F-S-S	Total Passengers	20' Pontoon	16' Pontoon	18' Bass	Sail Boat	Canoes	Kayaks	COMMENTS	PHONE
3/15/2013	Mike Hubbard	2:30--4:30 PM		x	11	x							
3/15/2013	Thomas Belieff	8--11:30 AM		x	1		x						
3/16/2013	Thomas Belieff	8--11:30 AM		x	2			x					
3/16/2013	Stacy Whitmore	10--12:00 PM		x	4	x							304-283-1311
3/16/2013	Mike Hubbard	2:30--5:00 PM										CANCELED	651-303-4883
3/16/2013	Phillip Llanos	12--4:00 PM										CANCELED	407-460-4715
3/17/2013	Mike Goldberg	8:00--12:00 PM		x	2			x					407-593-1680
3/17/2013	Don Rice	8--12:00 PM		x	2		x						
3/17/2013	Carol DeMaria	1--4:00 PM		x	6	x							407-593-1732
3/17/2013	Albert Sosa	10:30--12:30 PM		x	2	x							786-376-3946
3/17/2013	Phillip Llanos	1--5:00 PM										CANCELED	
3/17/2013	Zach Mulharan	2:30--5:00 PM		x	1			x				UNSCHEDULED	
3/20/2013	Don Rice	8:30--12:30 PM	x		3		x						
3/20/2013	Joe Sobehart	9--11:00 AM	x		2	x							412-780-1383
3/21/2013	Phillip Llanos	1:30--4:00 PM	x		2		x						407-460-4715
3/21/2013	Mike Hubbard	12--3:00 PM	x		7	x							651-303-4883
3/22/2013	Jim Herring	9--1:30 PM		x	2		x						407-957-1508
3/22/2013	Mike Hubbard	12--4:00 PM										CANCELED	651-303-4883
3/23/2013	Boat Orientation	10:00 AM		x	4	x							
3/23/2013	Alan Santa Cruz	11--3:00 PM										CANCELED	407-715-1957
3/23/2013	Bill Fife	2--5:00 PM										CANCELED	
3/23/2013	Thomas Belieff	8:30--10:30 AM		x	1		x						407-921-0989
3/23/2013	Marilyn Mower	1--1:30 PM		x	2		x						603-731-0637
3/24/2013	Thomas Belieff	8--12:00 PM										WIND ADVISORY	
3/24/2013	Don Rice	8--12:00 PM										WIND ADVISORY	304-281-0010
3/24/2013	John Hutchinson	8--12:00 PM										WIND ADVISORY	850-686-9261
3/24/2013	David Dalton	9--1:00 PM										WIND ADVISORY	
3/25/2013	Priscilla Price	8--12:00 PM										WIND ADVISORY	904-687-3926
3/25/2013	Zach Mulharan	8:30--12:30 PM					x					WIND ADVISORY	
3/27/2013	Marcos Lopez	8--12:00 PM	x		2		x						407-222-6959
3/27/2013	Don Rice	8--12:00 PM	x		4	x							
3/27/2013	Mike Hubbard	12-2:30 PM	x		6	x						RESCUED	
3/28/2013	Don Rice	8--12:00 PM	x		1			x					
3/28/2013	Jim Herring	9--1:00 PM	x		2		x						
3/28/2013	Jill Toomey	9--1:00 PM	x		2	x							407-433-9030
3/28/2013	Terrence Lee	2:30--5:00 PM										NO SHOW	407-545-1893

Sixth Order of Business

6A

HARMONY COMMUNITY DEVELOPMENT DISTRICT
PARKS AND RECREATION FACILITY USAGE APPLICATION

PERSONAL/INDIVIDUAL USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

APPLICANT INFORMATION

Name: Harmony Community School

Address: 3365 Schoolhouse Road, Harmony, Florida 34723

Home Phone: 407-892-1655 Cell Phone: _____

Fax: 407-343-8745 E-mail: _____

EVENT INFORMATION

Type of event: Swimming Lesson for Kindergarten/First Grade

Requested location: Harmony Pool

Event date(s): May 15, 16, 17, 20, 21, 22, 23, 24, 28, 29, 30, 31, June 3, 4, 5

Times From: 9:30 (a.m./p.m.) To: 12:00 (a.m./p.m.)

Anticipated # of attendees: _____ What age group? Kindergarten/first grades

DAMAGE DEPOSIT

Deposit wanted Pursuant to Agreement with Osceola County.
For each event with 10 or more attendees, the District shall collect from the event organizer a
Damage Deposit in the amount \$250 at the time the event is scheduled 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 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: Yes No

CATERING

Will your event require catering? Yes No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The **EVENT ORGANIZER** agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, **THE EVENT ORGANIZER AGREES TO BE LIABLE** for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her 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 Section 768.28(19), Florida Statutes.

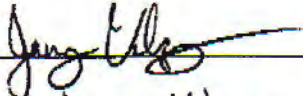
None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.


I have read, understand, and agree to abide by the policies set forth by Harmony Community Development District for Parks and Recreation.

Signature: 

Date: 4/4/13

Printed Name: Jeremy Velazquez

APPROVAL FROM HARMONY CDD

Signature: 

Date: 4-8-13

Printed Name: _____

Title: _____

6B

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
PARKS AND RECREATION FACILITY USAGE APPLICATION**

ORGANIZATION/COMPANY USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

APPLICANT INFORMATION

Name of Entity/Organization/Company: Oscoda Community Choir
 Address: 7085 Big Bend Drive St. Cloud FL 34771
 Type of Organization: Non-Profit Commercial Government Private
 If Non-Profit, does your organization hold a current 503(c)(3) certificate? Yes No
 Contact Person: Pastor Keith Ponan E-mail: pastorkeith@churchatharmony.com
 Work Phone: 407.791.5215 Cell Phone: 407.791.5215

EVENT INFORMATION

Type of event: Patriotic Musical
 Requested location: Harmony Town Square
 Event date(s): 6.29.2013 Times From: 2pm (a.m./p.m.) To: 10pm (a.m./p.m.)
 Anticipated # of attendees: 450 What age group? 5 years to 70 years old

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled 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 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require? N/A

Please describe vendors/type that will occur on day of event: N/A

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: Yes No

CATERING

Will your event require catering? Yes No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/ Pager: _____ Email: _____

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.

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One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The **EVENT ORGANIZER** agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, **THE EVENT ORGANIZER AGREES TO BE LIABLE** for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her 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 Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.

I have read, understand, and agree to abide by the policies set forth by Harmony Community Development District for Parks and Recreation.

Signature: *Reth M. Roman*

Date: *4.3.2013*

Printed Name: *Reth M. Roman*

APPROVAL FROM HARMONY CDD

Signature: *Gary Moyer*

Date: *4.8.13*

Printed Name: *Gary Moyer*

Title: *District Manager*

6C

HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

ORGANIZATION/COMPANY USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

APPLICANT INFORMATION

Name of Entity/Organization/Company: Church at Harmony

Address: P.O. Box 702379, St. Cloud, FL 34770

Type of Organization: Non-Profit Commercial Government Private
 If Non-Profit, does your organization hold a current 503(c)(3) certificate? Yes No

Contact Person: Pastor Keith Roman E-mail: pastorkeith@churchatharmony.com

Work Phone: 407.791.5215 Cell Phone: 407.791.5215

EVENT INFORMATION

Type of event: Christmas Eve Service

Requested location: Harmony Town Square

Event date(s): 12.24.2013 Times From: 1pm (a.m./p.m.) To: 10pm (a.m./p.m.)

Anticipated # of attendees: 300 What age group? 5 years to 70 years old

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled 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 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require? N/A

Please describe vendors/type that will occur on day of event: N/A

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: Yes No

CATERING

Will your event require catering? Yes No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/ Pager: _____ Email: _____

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.

Osceola County Zoning and Code Enforcement:
One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-3400

Osceola County Parks and Recreation Department:
One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her 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 Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.

I have read, understand, and agree to abide by the policies set forth by Harmony Community Development District for Parks and Recreation.

Signature: Keith M. Roman

Date: 4.3.2013

Printed Name: Keith M. Roman

APPROVAL FROM HARMONY CDD

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Seventh Order of Business

7A

Harmony
Community Development District

Financial Report

March 31, 2013

Prepared by



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Harmony
Community Development District

Financial Statements

(Unaudited)

March 31, 2013

Harmony
Community Development District

Supporting Schedules

March 31, 2013

Balance Sheet
March 31, 2013

ACCOUNT DESCRIPTION	GENERAL FUND	2001 DEBT SERVICE FUND	2004 DEBT SERVICE FUND	2004 CAPITAL PROJECTS FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 306,225	\$ -	\$ -	\$ -	\$ 306,225
Cash On Hand/Petty Cash	500	-	-	-	500
Accounts Receivable	7,891	-	-	-	7,891
Assessments Receivable	73,703	-	-	-	73,703
Interest/Dividend Receivables	2,722	-	-	-	2,722
Due From Other Funds	-	27,637	-	-	27,637
Investments:					
Certificates of Deposit - 36 Months	127,778	-	-	-	127,778
Money Market Account	481,578	-	-	-	481,578
Construction Fund	-	-	-	62,855	62,855
Prepayment Account	-	8,221	3,229	-	11,450
Reserve Fund	-	1,415,519	857,096	-	2,272,615
Revenue Fund	-	649,195	25,185	-	674,380
Prepaid Items	725	-	-	-	725
TOTAL ASSETS	\$ 1,001,122	\$ 2,100,572	\$ 885,510	\$ 62,855	\$ 4,050,059
LIABILITIES					
Accounts Payable	\$ 73,244	\$ -	\$ -	\$ -	\$ 73,244
Accrued Expenses	38,239	-	-	-	38,239
Due To Other Funds	27,637	-	-	-	27,637
TOTAL LIABILITIES	139,120	-	-	-	139,120
FUND BALANCES					
Nonspendable:					
Prepaid Items	725	-	-	-	725
Restricted for:					
Debt Service	-	2,100,572	885,510	-	2,986,082
Capital Projects	-	-	-	62,855	62,855
Assigned to:					
Operating Reserves	366,305	-	-	-	366,305
Reserves-Renewal & Replacement	135,000	-	-	-	135,000
Reserves - Self Insurance	50,000	-	-	-	50,000
Unassigned:	309,972	-	-	-	309,972
TOTAL FUND BALANCES	\$ 862,002	\$ 2,100,572	\$ 885,510	\$ 62,855	\$ 3,910,939
TOTAL LIABILITIES & FUND BALANCES	\$ 1,001,122	\$ 2,100,572	\$ 885,510	\$ 62,855	\$ 4,050,059

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2013

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 2,501	\$ 1,248	\$ 1,496	\$ 248
Interest - Tax Collector	-	-	45	45
Special Assmnts- Tax Collector	602,370	501,975	349,071	(152,904)
Special Assmnts- CDD Collected	884,442	442,224	442,221	(3)
Special Assmnts- Discounts	(24,095)	(20,080)	(13,525)	6,555
Other Miscellaneous Revenues	-	-	1,872	1,872
TOTAL REVENUES	1,465,218	925,367	781,180	(144,187)
EXPENDITURES				
Administration				
P/R-Board of Supervisors	11,200	5,600	3,800	1,800
FICA Taxes	857	427	291	136
ProfServ-Arbitrage Rebate	1,200	1,200	-	1,200
ProfServ-Dissemination Agent	500	500	500	-
ProfServ-Engineering	5,000	2,502	337	2,165
ProfServ-Legal Services	25,000	12,502	11,671	831
ProfServ-Mgmt Consulting Serv	55,984	27,990	21,048	6,942
ProfServ-Property Appraiser	779	779	-	779
ProfServ-Special Assessment	11,822	11,822	11,822	-
ProfServ-Trustee	10,800	10,800	10,023	777
Auditing Services	8,000	8,000	500	7,500
Communication - Telephone	380	192	5	187
Postage and Freight	1,200	600	383	217
Insurance - General Liability	26,751	26,751	27,431	(680)
Printing and Binding	5,000	2,502	1,856	646
Legal Advertising	500	254	112	142
Misc-Assessmnt Collection Cost	12,047	10,040	6,711	3,329
Misc-Contingency	500	254	71	183
Office Supplies	1,000	498	239	259
Annual District Filing Fee	175	175	175	-
Total Administration	178,695	123,388	96,975	26,413
Field				
ProfServ-Field Management	119,113	59,557	39,902	19,655
Total Field	119,113	59,557	39,902	19,655

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2013

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Landscape				
R&M-Grounds	29,994	15,000	10,766	4,234
R&M-Irrigation	20,000	10,002	2,285	7,717
R&M-Tree Trimming Services	15,000	7,500	-	7,500
R&M-Trees and Trimming	19,115	9,558	9,945	(387)
R&M-Turf Care	248,001	124,002	121,398	2,604
R&M-Shrub Care	107,540	53,772	54,892	(1,120)
Miscellaneous Services	23,000	11,501	2,411	9,090
Total Landscape	462,650	231,335	201,697	29,638
Utilities				
Electricity - General	30,000	15,000	14,852	148
Electricity - Streetlighting	389,000	194,498	189,408	5,090
Utility - Water & Sewer	105,000	52,500	49,432	3,068
Total Utilities	524,000	261,998	253,692	8,306
Operation & Maintenance				
Contracts-Lake and Wetland	25,000	12,314	7,848	4,466
Communication - Telephone	6,000	3,000	2,208	792
Utility - Refuse Removal	2,000	1,002	1,410	(408)
R&M-Common Area	18,800	9,402	10,722	(1,320)
R&M-Equipment	15,000	7,500	3,497	4,003
R&M-Pools	57,000	28,500	12,191	16,309
R&M-Roads & Alleyways	5,000	2,502	-	2,502
R&M-Sidewalks	4,000	1,998	-	1,998
R&M-Parks & Amenities	8,500	4,248	160	4,088
R&M-Hardscape Cleaning	5,000	2,912	2,836	76
Misc-Contingency	19,960	9,982	5,558	4,424
Misc-Security Enhancements	2,500	1,252	1,022	230
Cap Outlay - Other	12,000	6,000	1,070	4,930
Total Operation & Maintenance	180,760	90,612	48,522	42,090
TOTAL EXPENDITURES	1,465,218	766,890	640,788	126,102
Excess (deficiency) of revenues				
Over (under) expenditures	-	158,477	140,392	(18,085)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2013

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
OTHER FINANCING SOURCES (USES)				
Sale of General Capital Assets	-	-	577	577
TOTAL FINANCING SOURCES (USES)	-	-	577	577
Net change in fund balance	\$ -	\$ 158,477	\$ 140,969	\$ (17,508)
FUND BALANCE, BEGINNING (OCT 1, 2012)	721,033	721,033	721,033	
FUND BALANCE, ENDING	\$ 721,033	\$ 879,510	\$ 862,002	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2013

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 800	\$ 402	\$ 396	\$ (6)
Special Assmnts- Tax Collector	1,050,511	875,425	608,202	(267,223)
Special Assmnts- Prepayment	-	-	6,715	6,715
Special Assmnts- CDD Collected	439,182	316,172	312,188	(3,984)
Special Assmnts- Discounts	(42,021)	(35,015)	(23,564)	11,451
TOTAL REVENUES	1,448,472	1,156,984	903,937	(253,047)
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	21,010	17,510	11,693	5,817
Total Administration	21,010	17,510	11,693	5,817
Debt Service				
Principal Debt Retirement	350,000	-	-	-
Principal Prepayments	-	-	20,000	(20,000)
Interest Expense	1,072,638	536,319	536,319	-
Total Debt Service	1,422,638	536,319	556,319	(20,000)
TOTAL EXPENDITURES	1,443,648	553,829	568,012	(14,183)
Excess (deficiency) of revenues				
Over (under) expenditures	4,824	603,155	335,925	(267,230)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	4,824	-	-	-
TOTAL FINANCING SOURCES (USES)	4,824	-	-	-
Net change in fund balance	\$ 4,824	\$ 603,155	\$ 335,925	\$ (267,230)
FUND BALANCE, BEGINNING (OCT 1, 2012)	1,764,647	1,764,647	1,764,647	
FUND BALANCE, ENDING	\$ 1,769,471	\$ 2,367,802	\$ 2,100,572	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2013

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 2,000	\$ 996	\$ 141	\$ (855)
Special Assmnts- CDD Collected	1,219,938	-	-	-
TOTAL REVENUES	1,221,938	996	141	(855)
EXPENDITURES				
Debt Service				
Principal Debt Retirement	255,000	-	-	-
Interest Expense	968,963	484,482	484,481	1
Total Debt Service	1,223,963	484,482	484,481	1
TOTAL EXPENDITURES	1,223,963	484,482	484,481	1
Excess (deficiency) of revenues Over (under) expenditures	(2,025)	(483,486)	(484,340)	(854)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(2,025)	-	-	-
TOTAL FINANCING SOURCES (USES)	(2,025)	-	-	-
Net change in fund balance	\$ (2,025)	\$ (483,486)	\$ (484,340)	\$ (854)
FUND BALANCE, BEGINNING (OCT 1, 2012)	1,369,850	1,369,850	1,369,850	
FUND BALANCE, ENDING	\$ 1,367,825	\$ 886,364	\$ 885,510	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2013

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 18	\$ 18
TOTAL REVENUES	-	-	18	18
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	18	18
Net change in fund balance	\$ -	\$ -	\$ 18	\$ 18
FUND BALANCE, BEGINNING (OCT 1, 2012)	-	-	62,837	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 62,855	

Notes to the Financial Statements
March 31, 2013

General Fund

▶ **Assets**

- **Cash and Investments** - See Cash and Investment Report on page 13 for further details.
- **Accounts Receivable** - Reimbursement for legal fees related to FY2006 Delinquent Assessments.
- **Assessments Receivable** - Birchwood Acres for O&M assessments - March 2013.
- **Prepaid** - Invoice # 329079 from US Bank for Series 2004 Admin Fee - 12/1/2012- 11/30/13

▶ **Liabilities**

- **Accounts Payable** - Expenditures paid in April 2013.
- **Accrued Expenses** - Expenditures accrued for March 2013.

City of St. Cloud Electricity - General - 3/5/13 - 4/5/13	\$ 2,500
City of St. Cloud Streetlighting - 3/7/13 - 4/5/13	31,615
Bio-Tech Consulting Inc-Lake and Wetland - March	1,308
Young Van Assenderp, P.A - March	2,816
Total	\$ 38,239

- **Due to Other Funds** - Assessments received in March and transferred to the Debt Service Funds in April.

Debt Service Funds

▶ **Assets**

- **Cash and Investments** - See Cash and Investment Report on page 13 for further details.
- **Due from Other Funds** - Assessments received in March and transferred to the Debt Service Funds in April.

Capital Project Funds

▶ **Assets**

- **Cash and Investments** - See Cash and Investment Report on page 13 for further details.

Miscellaneous Notes

- ▶ Based on the letter dated February 2012, the District will be reimbursed for the delinquent FY2006 assessments by reducing the monthly invoice for administrative management fee by \$1,300 through January 2013. In addition, any legal fees incurred by the District relating to the FY2006 delinquent assessments, will also be reimbursed by monthly deductions of \$986 beginning in February 2013 and ending in November 2013. Please refer to schedule on page 14 for further explanation.
- ▶ In November 2012, the District received a refund of \$4,350 from the City of St. Cloud for all of the electric utility deposits held by the OCU.

The notes are intended to provide additional information helpful when reviewing the financial statements.

Notes to the Financial Statements
March 31, 2013

General Fund

Financial Overview / Highlights

- ▶ The Non-Ad Valorem assessments collection are at 58% compared to last year at 54%.
- ▶ Total general fund expenditures are at approximately 83% of the YTD (prorated) budget. Significant variances are explained below.

Variance Analysis (Rev and Expenditures)

Account Name	YTD Budget	Actual YTD	Variance (%)	Explanation
Revenues				
Other Miscellaneous Revenues	\$ -	\$ 1,872	n/a	Line item includes: Reimbursement to the District from resident for a damaged tree - \$565, fees for replacement key cards for security gate - \$20 and PGIT- Insurance claim reimbursement for the damaged fountain - \$1,277.
Expenditures				
<u>Administration</u>				
ProfServ - Management Consulting Services	\$27,990	\$21,048	75%	Under Budget: As part of an agreement on February 2012 to reimburse the District the FY2006 Outstanding O&M Assessments the monthly invoice will show a reduction of \$1,300 beginning April 2012 through January 2013. Remaining balance was reduced in March \$872.
ProfServ - Trustee	\$10,800	\$10,023	93%	Under Budget: Annual fee for Series 2001 and 2004. Paid in full.
Insurance - General Liability	\$26,751	\$27,431	103%	Over Budget: Public Risk Agency - Paid in Full for FY2013. Unfavorable variance due to a higher premium from a new insurance carrier.
Misc-Assessmnt Collection Cost	\$10,040	\$6,711	67%	Under Budget: Administrative and collection costs from Osceola County Tax Collector. Unfavorable variance due to timing of budget allocation.

Notes to the Financial Statements
March 31, 2013

<u>Account Name</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance (%)</u>	<u>Explanation</u>
Expenditures - (continued)				
<u>Field</u>				
ProfServ-Field Management	\$59,557	\$39,902	67%	Under Budget: Payroll and overhead costs for full-time field manager/dockmaster and assistant to the field manager as of March 2013. Monthly invoice amount (not including overtime) is \$9,726. Variance is due to credit of \$2,571.86, \$2,944.53, and \$976.51 for open positions from Sept-Nov and \$400 credit for overtime billed double on the October and November invoice. See page 15 for further details.
<u>Landscape</u>				
R&M - Grounds	\$15,000	\$10,766	72%	The Davey Tree Expert Company monthly fee to maintain ground cover and plant annuals within District.
R&M - Trees & Trimming	\$7,500	\$0	0%	No invoices billed ytd. This budget is for canopy trimming for trees above the 10-foot height level.
R&M-Trees Trimming Services	\$9,558	\$9,945	104%	Over Budget: The Davey Tree Expert Company monthly maintenance agreement for pruning and maintaining tree below the 10-foot height level. \$1,657.
R&M-Turf Care	\$124,002	\$121,398	98%	Under Budget: The Davey Tree Expert Company monthly maintenance agreement \$20,233.
R&M-Shrub Care	\$53,772	\$54,892	102%	Over Budget: The Davey Tree Expert Company monthly maintenance agreement \$9,149.
Miscellaneous Services	\$11,501	\$2,411	21%	The Davey Tree Expert Company fees for landscape renovation, damage tree replacement and sod replacement.
<u>Operation & Maintenance</u>				
Contracts-Lake and Wetland	\$12,314	\$7,848	64%	Bio-Tech Consulting monthly fees of \$1,308.
Utility - Refuse Removal	\$1,002	\$1,410	141%	Over Budget: Invoice from Waste Management Services for service through March 2013. Unfavorable variance due to higher costs than anticipated.
R&M-Common Area (District Facilities)	\$9,402	\$10,529	112%	Over Budget: District facility's expenditures; various invoices from Grainger, Northern Tool & Equipment and Home Depot. Unfavorable variance due to invoices from Propet for Dogi-Pot liners purchased in Oct & Nov - \$3,827.

Notes to the Financial Statements
March 31, 2013

Account Name	YTD Budget	YTD Actual	Variance (%)	Explanation
Expenditures - (continued)				
<u>Operation & Maintenance (continued)</u>				
Cap Outlay - Other	\$6,000	\$1,070	18%	Invoice from Dock-Ters Marine Construction for repairs to the floating dock.
Other Financing Sources (Uses)				
Sale of General Capital Assets	\$0	\$577	n/a	Sale of the Solar Boat.

Debt Service Fund Series 2001

Account Name	YTD Budget	YTD Actual	Variance (%)	Explanation
Revenues				
Interest - Investments	\$ 335	\$ 396	118%	Interest earned on investment accounts
Special Assmnts - Tax Collector	\$ 700,340	\$ 608,202	87%	Non-Ad Valorem assessment collected by the tax collector on all the platted parcel.
Special Assmts - CDD Collected	\$ 316,172	\$ 312,188	99%	Non-Ad Valorem assessments collected semi-annually by the District on all the un-platted parcels.

Debt Service Fund Series 2004

Account Name	YTD Budget	YTD Actual	Variance (%) Fav	Explanation
Revenues				
Interest - Investments	\$ 830	\$ 141	17%	Interest earned on investment accounts

Miscellaneous Notes

- ▶ Principal prepayments for were made in November for Series 2001 - \$20,000.

HARMONY

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2013**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund	
					General Fund Assessments	Series 2001 Debt Service Fund Assessments
ASSESSMENTS LEVIED FY 2013						(1)
					\$ 1,651,907	\$ 1,049,537
Allocation %					100%	63.53%
11/08/12	\$ 1,824	\$ 108	\$ 37	\$ 1,970	\$ 718	\$ 1,251
11/23/12	77,094	3,278	1,573	81,945	29,882	52,064
12/07/12	677,330	28,798	13,823	719,951	262,531	457,420
12/20/12	81,675	3,327	1,667	86,669	31,604	55,065
01/11/13	20,358	672	415	21,446	7,820	13,626
02/08/13	31,506	782	643	32,930	12,008	20,922
03/08/13	11,993	124	245	12,361	4,507	7,854
TOTAL	\$ 901,780	\$ 37,089	\$ 18,404	\$ 957,273	\$ 349,071	\$ 608,202
% COLLECTED					58%	58%
TOTAL OUTSTANDING					\$ 694,635	\$ 441,335

Note (1) Difference with Budget is due to prepayments of assessments.

Cash and Investment Report
March 31, 2013

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	0.05% / 0.10% (1)\	\$303,569
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$1,000
Checking Account	CenterState Bank	Business Checking Account	n/a	0.25%	\$1,656
				Subtotal	\$306,225
Cash On Hand		Petty Cash	n/a	n/a	\$500
Certificate of Deposit	CenterState Bank	36 month CD	7/6/2014	1.25%	\$127,778
Money Market Account	CenterState Bank	Money Market Account	n/a	0.10%	\$278,022
Money Market Account	Florida Shores Bank	Money Market Account	n/a	0.50%	\$102,181
Money Market Account	BankUnited	Money Market Account	n/a	0.45%	\$101,376
				Subtotal	\$481,578

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 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$8,221
Series 2001 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$1,415,519
Series 2001 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$649,195
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%	\$857,096
Series 2004 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$25,185
Series 2004 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$62,855
				Subtotal	\$3,021,300
				Total	\$3,937,381

Notes

(1) The Operating Account at CenterState Bank is a combination of Business Checking and Money Market. The different yields reflects the interest rate in each account, respectively.

HARMONY

Community Development District

Monthly Debit Card Purchases

March 31, 2013

Date	Vendor	Description	Amount
3/28/2013	Good Sports	Soccer nets, Pole Pad and U stakes for soccer goals	475
3/25/2013	Sunoco	Fuel	98
3/21/2013	North South Supply Inc	Pipe	3
3/21/2013	North South Supply Inc	Valve and pipes	9
3/18/2013	Sunoco	Fuel	61
3/14/2013	St. Cloud Cycle Inc	Electric Fuel pump	35

Total \$ **681**

Harmony
Community Development District

**Schedule of Reimbursement
March 31, 2013**

FY 2006 Assessments to be reimbursed as per letter on February 2012.	\$	13,872
Legal Fees associated to FY2006 assessments.	\$	9,863
Estoppel letter correction.	\$	<u>16,374</u>
Total to be Reimbursed	\$	40,109

Date	Invoice #	Amount Deducted	
4/30/2012	2060210	\$ 1,300	(1)
5/31/2012	2060668	1,300	
6/30/2012	2061502	1,300	
7/31/2012	2061972	1,300	
8/31/2012	2062526	1,300	
9/30/2012	2062902	1,300	
10/31/2012	2063701	1,300	
11/30/2012	2064255	1,300	
12/31/2012	2064800	1,300	
1/31/2013	2065232	1,300	
2/28/2013	2065906	986	(2)
3/19/2013	2066207	872	(3)
3/19/2013	2066207	986	(2)

Total \$ 15,844

Outstanding Balance \$ 24,265

Note 1 - Invoice from STS Management Services will be reduced \$1,300 until January 2013.

Note 2 - Invoice from STS Management Services will be reduced \$986 until November 2013.

Note 3 - A credit of \$872 was applied in March 2013 for the final amount of the FY2006 assessment:

See Exhibit "A" on Page 16 - 17 STS Invoice #2066207

HARMONY

Community Development District

STS invoice Summary

Billing Month	Invoice #	Management Fees (4)	Field Services (1)	Overtime (2)	Misc. Reimb. (3)	Assessment Services	Total
October	#2063701	4,665.33	4,409.69	611.18	366.97	0.00	10,053.17
November	#2064255	4,665.33	6,981.55	945.04	468.96	0.00	13,060.88
December	#2064800	3,365.33	4,864.38	0.00	1,076.66	0.00	9,306.37
December	#2064801	0.00	0.00	0.00	0.00	11,822.00	11,822.00
December	0-1216	(1,300.00)	0.00	(200.00)	0.00	0.00	(1,500.00)
December	CR2064255-1	(1,300.00)	0.00	(200.00)	0.00	0.00	(1,500.00)
January	#2065232	3,365.33	5,840.89	820.52	419.67	0.00	10,446.41
February	#2065906	3,679.33	5,840.89	775.39	347.21	0.00	10,642.82
March	#2066207	1,935.33	5,840.89	727.54	0.00	0.00	8,503.76
Total		19,075.98	33,778.29	3,479.67	2,679.47	11,822.00	70,835.41
Avg Monthly Amount Invoiced		3,179.33	5,629.72	579.95	446.58	985.17	9,835.57
Monthly Amount Budgeted		4,665.33	9,726.06	200.00	631.67	985.17	16,208.23
Difference		\$ 1,486.00	\$ 4,096.35	\$ (379.95)	\$ 185.09	\$ -	\$ 6,372.66

Notes

- 1.) The Field Services line item was credited \$2,571.86, \$2,944.53, and \$976.51 for open positions from Sept-Nov.
- 2.) Overtime was credited \$400 for being billed double on the October and November invoice for Field Services.
- 3.) The Miscellaneous Reimbursable line item was billed to recover postage, copies, office supplies, and phone charges.
- 4.) March Management Fee includes a credit for final amount of \$872 for reimbursement of FY2006 assessments.

Harmony
Community Development District

Check Register

March 1 - March 31, 2013

Harmony
Community Development District

Check Register by Fund
For the Period from 3/1/13 to 3/31/13
(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	52989	03/21/13	AT & T	9933377858X02262013	#9933377858 1/19-2/18	Communication - Telephone	541003-53910	\$265.72
001	52986	03/01/13	BIO-TECH CONSULTING INC	131147	AQUATIC PLANT MAINT-JAN	Contracts-Lake and Wetland	534021-53910	\$1,308.00
001	52976	03/06/13	BRIGHT HOUSE NETWORKS	202013-41601	#1046416-01 2/28-3/27	Misc-Security Enhancements	549911-53910	\$49.95
001	52985	03/12/13	BRIGHT HOUSE NETWORKS	022813-41501	#1046415-01 3/6-4/5	Misc-Security Enhancements	549911-53910	\$44.95
001	52977	03/06/13	CENTURY LINK	022513-08324	#311908324 2/25-3/24	Communication - Telephone	541003-53910	\$49.48
001	52990	03/21/13	CENTURY LINK	030713-08324	#312281648 3/25-4/24	Communication - Telephone	541003-53910	\$52.73
001	52988	03/18/13	CITY OF ST CLOUD	031113	BILLING PERIOD 2/8-3/8	Electricity - Streetlighting	543013-53903	\$31,614.90
001	52988	03/18/13	CITY OF ST CLOUD	031113	BILLING PERIOD 2/8-3/8	Electricity - General	543006-53903	\$2,428.06
001	52991	03/21/13	CITY OF ST CLOUD	031213-47151	#101546-47151 2/8-3/8	Electricity - General	543006-53903	\$10.93
001	52978	03/06/13	FEDEX	2-188-87188	BILLING PERIOD THRU 3/20	Postage and Freight	541006-51301	\$8.86
001	52992	03/21/13	FEDEX	2-203-90774	BILLING THRU 3/1	Postage and Freight	541006-51301	\$8.86
001	52972	03/01/13	FIS OUTDOOR	3001953-01	IRRIGATION SUPPLIES 2/19	R&M-Irrigation	546041-53902	\$13.94
001	52972	03/01/13	FIS OUTDOOR	3011452-00	IRRIGATION SUPPLIES 2/19	R&M-Irrigation	546041-53902	\$52.03
001	52973	03/01/13	GRAINGER	9061865995	DISP.G;PVES.MITRILE,2XL,ORANGE,PK100 MFTG	R&M-Parks & Amenities	546135-53910	\$91.06
001	52993	03/21/13	HOME DEPOT CREDIT SERVICES	3023362	MISC SUPPLIES	R&M-Common Area	546016-53910	\$60.17
001	52993	03/21/13	HOME DEPOT CREDIT SERVICES	4053417	MISC SUPPLIES	R&M-Common Area	546016-53910	\$421.31
001	52993	03/21/13	HOME DEPOT CREDIT SERVICES	8021233	MISC SUPPLIES	R&M-Common Area	546016-53910	\$120.64
001	52974	03/01/13	KISSIMMEE UTILITY AUTHORITY	774910-22213	BILLING PERIOD 1/16-2/16/13	Utility - Water & Sewer	543021-53903	\$10,960.20
001	52967	03/01/13	ROBERTS POOL SERVICE & REPAIR	020113	POOL MAINT-FEB	R&M-Pools	546074-53910	\$1,280.00
001	52968	03/01/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2065232	MGT FEES-JAN	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,365.33
001	52968	03/01/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2065232	MGT FEES-JAN	ProfServ-Field Management	531016-53901	\$3,239.59
001	52968	03/01/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2065232	MGT FEES-JAN	ProfServ-Field Management	531016-53901	\$2,601.30
001	52968	03/01/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2065232	MGT FEES-JAN	ProfServ-Field Management	531016-53901	\$820.52
001	52968	03/01/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2065232	MGT FEES-JAN	Postage and Freight	541006-51301	\$18.35
001	52968	03/01/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2065232	MGT FEES-JAN	Printing and Binding	547001-51301	\$345.60
001	52968	03/01/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2065232	MGT FEES-JAN	Office Supplies	551002-51301	\$55.00
001	52968	03/01/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2065232	MGT FEES-JAN	Communication - Telephone	541003-51301	\$0.72
001	52969	03/01/13	SPIES POOL LLC	245836	POOL SUPPLIES	R&M-Pools	546074-53910	\$431.85
001	52969	03/01/13	SPIES POOL LLC	245837	POOL SUPPLIES	R&M-Pools	546074-53910	\$547.08
001	52969	03/01/13	SPIES POOL LLC	245964	BULK BLEACH	R&M-Pools	546074-53910	\$488.50
001	52969	03/01/13	SPIES POOL LLC	245149	POOL LIGHT	R&M-Pools	546074-53910	\$640.00
001	52979	03/06/13	STEVE BERUBE	030513	REIMB:TABLET CAS FOR BOARD MEMBER	Misc-Contingency	549900-51301	\$34.95
001	52970	03/01/13	THE DAVEY TREE EXPERT COMPANY	906530880	MAINT AGREEMENT-FEB	R&M-Grounds	546037-53902	\$974.33
001	52970	03/01/13	THE DAVEY TREE EXPERT COMPANY	906530880	MAINT AGREEMENT-FEB	R&M-Trees and Trimming	546099-53902	\$1,657.42
001	52970	03/01/13	THE DAVEY TREE EXPERT COMPANY	906530880	MAINT AGREEMENT-FEB	R&M-Shrub Care	546131-53902	\$9,148.67
001	52970	03/01/13	THE DAVEY TREE EXPERT COMPANY	906530880	MAINT AGREEMENT-FEB	R&M-Turf Care	546130-53902	\$20,233.00

Harmony
Community Development District

Check Register by Fund
For the Period from 3/1/13 to 3/31/13
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	52970	03/01/13	THE DAVEY TREE EXPERT COMPANY	906530880	MAINT AGREEMENT-FEB	R&M-Grounds	546037-53902	\$819.92
001	52975	03/06/13	THE DOCK-TERS MARINE CONSTRUCTION	022113	REPAIRS TO FLOATING DOCK	Cap Outlay - Other	564002-53910	\$1,070.00
001	52980	03/06/13	WASTE SERVICES OF FLORIDA INC	0000809617	#0060-126957 MARCH	Utility - Refuse Removal	543020-53910	\$286.93
001	52971	03/01/13	YOUNG VAN ASSENDERP, P.A.	12438	LEGAL FEES-JAN	ProfServ-Legal Services	531023-51401	\$1,711.14
001	52981	03/06/13	MARK W. LEMENAGER	PAYROLL	March 06, 2013 Payroll Posting			\$184.70
001	52982	03/06/13	STEVEN P. BERUBE	PAYROLL	March 06, 2013 Payroll Posting			\$184.70
001	52983	03/06/13	RAYMOND D. WALLS, III	PAYROLL	March 06, 2013 Payroll Posting			\$184.70
001	52984	03/06/13	DAVID L. FARNSWORTH	PAYROLL	March 06, 2013 Payroll Posting			\$184.70
Fund Total								\$98,070.79

Total Checks Paid **\$98,070.79**

7C

HARMONY CDD LOG

DATE	CONCERN	LOCATION	ACTION TAKEN	STATUS	NAME	PHONE
1/8/2013	sidewalk is raised	3330 Brackenfern Drive	Staff inspected and marked hazards	TH	Elisabeth Lewis	407-301-5240
1/18/2013	concerned about raised sidewalks	throughout Harmony	Repairs forthcoming	TH	Scott Farnsworth	
1/24/2013	loose dirt where dogs have dug at	entrance gates at both dog parks	Staff corrected issue.	TH	Kerul Kassel	
2/18/2013	clock not working	Ashley Park Pool	Battery Replaced	TH	Sandy Colon	
2/25/2013	ant mounds	large dog park	Treated	TH	Kerul Kassel	
3/19/2013	unhappy with requirements of obtaining card		Resident Complied with Rules Card Issued	TH	Roy Walbridge	407-498-2335
4/8/2013	ant mounds	large and small dog parks	Davey Treated for Ants	TH	Kerul Kassel	201-406-0244
4/8/2013	trash in pond	by large dog park	Davey removed trash	TH	Kerul Kassel	

7D

Harmony CDD
Website Statistics as of April 15, 2013
(counter setup March 25, 2011)

OVERVIEW

• Total Visitors:	5,731	• Visitors, March:	729
• Total Page Views:	50,314	• Page Views, March:	4,482
• Total Spiders:	34,693	• Visitors, April:	273
• Total Feeds:	1,514	• Page Views, April:	1,508

OPERATING SYSTEMS

• Windows XP:	11,828	• Windows Server 2003:	902
• Windows 7:	7,308	• Android Linux:	722
• Windows Vista:	1,789	• iPad:	623
• iPhone:	1,126	• Windows 2000:	517
• MAC OS X Snow Leopard:	912	• Windows NT 4:	411

BROWSERS

• Mozilla:	18,631	• Google Chrome:	2,964
• Internet Explorer 6:	4,953	• Internet Explorer 7:	2,955
• Internet Explorer 8:	3,952	• Internet Explorer 9:	2,447
• Firefox:	3,907	• Firefox 3:	1,942
• Safari:	3,161	• Opera:	1,001

SEARCH ENGINES

• Google:	1,267	• Search	2
• Yahoo:	94	• Incredimail	1
• Yandex:	87	• Dogpile	1
• Ask:	9		

TOP PAGES

• Home:	12,311	• /Public-Records/Agendas:	1,388
• /robots.txt	7,628	• About Harmony:	938
• District-Facilities/Ponds:	1,558		

TOP DAYS

• February 20, 2013	410	• June 12, 2012	322
• June 27, 2012	392	• May 7, 2012	307
• December 5, 2012	339	• April 4, 2012	289

TOP DAYS -- Unique Visitors

• June 30, 2011	70	• November 1, 2012	66
• March 10, 2013	69	• March 2, 2013	62
• March 4, 2013	68	• February 17, 2013	54

TOP DAYS -- Page Views

• June 27, 2012	340	• March 30, 2013	229
• December 5, 2012	271	• June 12, 2012	208
• March 2, 2013	250	• July 25, 2012	202

LAST PAGES

Date	Page	OS	Browser
• April 15, 2013	/Recreational-Facilities	iPhone	Safari
• April 15, 2013	Home	iPhone	Safari
• April 15, 2013	Home	Windows NT 4	Opera
• April 15, 2013	Home	Windows NT 4	Opera
• April 15, 2013	Home	Linux	Opera
• April 15, 2013	/feed	Windows 98	Opera
• April 15, 2013	/feed	Windows 98	Opera
• April 15, 2013	/Other-Public-Records	Windows 7	Internet Explorer 9
• April 15, 2013	/Other-Public-Records	Windows 7	Internet Explorer 9
• April 15, 2013	What Is A CDD?	Windows 7	Internet Explorer 9

TOP SEARCH TERMS *(shown as typed in the search engine)*

• Harmony CDD	382	• cdd harmony	8
• harmonycdd.org	157	• harmony community school florida	7
• harmony community development district	97	• harmony+cdd.org	7
• harmony fl cdd	62	• harmony, fl cdd	7
• www.harmonycdd.org	38	• harmony cdd celebration	6
• harmony florida cdd	36	• boat dock	6
• harmonycdd	25	• harmony golf preserve notice of interest 2012	6
• Harmony logo	19	• admin@harmonycdd.org	5
• cdd stories	11	• CDd harmony fl	5
• cdd harmony florida	10	• harmony community water problems	5