HARMONY COMMUNITY DEVELOPMENT DISTRICT

NÖVEMBER 21, 2013

AGENDA PACKAGE

AGENDA

Harmony Community Development District

Steve Berube, Chairman Ray Walls, Vice Chairman David Farnsworth, Assistant Secretary Kerul Kassel, Assistant Secretary Mark LeMenager, Assistant Secretary Gary L. Moyer, District Manager Kenza van Assenderp, District Counsel Steve Boyd, District Engineer Todd Haskett, Project Coordinator

November 11, 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 **Thursday**, **November 21, 2013** at **6:00 p.m.** at the Harmony Golf Preserve Clubhouse located 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 October 24, 2013 Workshop and Meeting
- 3. Audience Comments
- 4. Subcontractor Reports
 - A. Aquatic Plant Maintenance Bio Tech
 - B. Landscaping Davey Tree Monthly Highlight Report
 - C. Field Manager
 - i. Dock and Maintenance Activities Report
 - ii. Buck Lake Boat Use Report
- 5. Developer's Report
- 6. District Manager's Report
 - A. October 31, 2013 Financial Statements
 - B. Invoice Approval #163 and Check Run Summary
 - C. Public Comments/Communication Log
 - **D.** Website Statistics
- 7. Staff Reports
 - A. Attomey
 - B. Engineer
- 8. Supervisor Requests
- 9. Adjournment

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

Sincerely,

moyer 1 Gary L. Moyer/js District Manager

www.harmonycdd.org

MINUTES

MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Harmony Community Development District was held Thursday, October 24, 2013, at 4:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present were:	
Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Supervisor
Kerul Kassel	Supervisor
Mark LeMenager	Supervisor
Also present were:	
Gary Moyer	Manager: Moyer Management Group
Tim Qualls (by phone)	Attorney: Young vanAssenderp, P.A.
Todd Haskett	Harmony Development Company
Residents and Members of the Public	

FIRST ORDER OF BUSINESS Roll Call

Mr. Berube called the workshop to order at 4:00 p.m.

Mr. Berube called the roll.

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SECOND ORDER OF BUSINESS Audience Comments

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS Discussion of Rules

Mr. Berube stated when revising the rules, we need to have a workshop like we are having today. We will put our thoughts of changes in writing. There is a public hearing where the public gets an opportunity to give their comments. After that public hearing, we have an adoption process, very similar to the way the budget process works.

Mr. Moyer stated that is correct how the process works.

A. Chapter 1, Administrative Rules of Procedure

Mr. Berube stated I printed all the rules. A lot of it is pretty easy to handle. Chapter 1 is the Rules of Procedure, and they are the guidebook as to how things operate. I do not see any reason to change anything in Chapter 1.

Mr. Moyer stated most of that is driven by Florida law. You will notice that the rules track the requirements of Florida Statutes. To the degree that those Statutes change over time, it does not hurt to update them, but they are a standard set of rules.

Mr. Farnsworth asked is there anything specific that needs to be updated?

Mr. Moyer stated we will probably update the public comment part of those rules. The last session of the Legislature adopted changes. You are now required to provide an opportunity for anyone to speak at the beginning of the meeting on any agenda item, and the agenda reflects this. In many places, they also include audience comments at the end so that you can bring up things that were not on the agenda. Generally, anything that the Board is going to take action on, you have to give the public the opportunity to speak on that.

Mr. Farnsworth stated generally it is providing more flexibility on audience participation.

Mr. Moyer stated yes. There was unfortunately a Supreme Court case that came out of the State of Florida, I believe based on a County that had a meeting. You are entitled to attend and they are open meetings pursuant to the Sunshine Law. The court interpreted that the meeting is open but that does not mean there is any obligation on the government—County, municipality, special District—to let anyone say anything at those meetings. The Supreme Court ruled that you need to have these rules in place. We may want to update that section of our rules.

Mr. Berube stated I think we are ahead of what the requirement is, and I think we are pretty lenient in giving people the ability to speak reasonably just about any time. We can certainly update it, but I do not think we have any problems there.

i. Amendment 4, Procedural Rules on Animals, Habitat and Wildlife

Mr. Walls stated I do not think we do anything with this, but it references annual reviews that need to happen and reports that need to be made to the Board. I would suggest striking this amendment, as well.

Mr. Berube stated it specifically says the Manager shall cause to be filed, agendaed and discussed an annual report on this coordination. That means we are supposed to have a meeting with the HROA's animal habitat committee and this Board, which I do not think we have ever done. It is also very specific on disbursement of tags: different colors every year, different shapes. The last time this was used was in 2003, but these rules are still sitting out there. What do we do with this?

Mr. LeMenager stated get rid of them.

Ms. Kassel stated it was not included in the workshop agenda, and I did not realize it was sitting out there. I would like to review it. No one on the Board knew about it until

this workshop agenda came up. Maybe there is something of value that can happen from that interaction.

Mr. Moyer stated Mr. Berube printed all his rules from the website.

Mr. Berube stated that is correct, then we received the email indicating it was just for Chapter 4. They are all out there and we need to be aware of them. We are reviewing these rules for a reason. The biggest thing is the requirement for an annual meeting between the two Boards, and the specifics of the tags. We have turned all that over to the HROA. In theory, in order to bring any pet onto our property, they are supposed to have a tag that is issued by the HROA. Back then, they had orange fire hydrant tags for 2002 and blue doggie bones for 2003.

Ms. Kassel stated this was instituted through the Harmony Institute.

Mr. Berube stated that is correct, and it all got blended in, then we separated it. I think several of us noticed that it is not being enforced.

B. Chapter 2, Policy Manual for Water Utilities

Mr. Berube stated this policy governs drinking water, sewer water, and various other water. As far as I know, we have been out of the water business since 2003 or 2004 when it transferred to Toho Water Authority (Toho). How do we dispense with these rules as part of our rules package? Do we just say we do not need them anymore?

Mr. Moyer stated when we get to the point of updating whatever we do with Chapter 4 and any of the other rules that we will be discussing, we would just delete this from our rules. We will just make it part of the package and delete it.

Mr. Farnsworth asked how were we involved with it in the beginning?

Mr. Berube stated we used to run the water plant, but it was sold to Toho.

Mr. LeMenager stated if Toho had not come into existence, we would be in the water business.

Mr. Berube stated we would have spent over \$1 million for a new water plant across the street. It was a pressing move for the Board at that time to sell the plant to Toho.

C. Chapter 4, Parks and Recreation Facilities Rules

- Rule 1.1, General Use: no change
- Rule 1.2, Special Event: no change
- Rule 1.3, Organizer: no change
- Rule 1.4, Dock Master: no change

Ms. Kassel stated we no longer have a dock master, so we should change that reference in the definitions and throughout the document.

Mr. Haskett stated my theory is that whoever is at the dock is the dock master.

Mr. Farnsworth stated it is a function, even though it is not one person.

Mr. Berube stated I thought about that, too, considering we eliminated the position. When you read through all the references to dock master, to edit them all out is a big undertaking. I think it also gives the person taking the boat the idea that he is the dock master.

Mr. Walls stated you can just define it as someone employed by Harmony Development Company, something along those lines.

Ms. Kassel stated they are still responsible to the District for maintenance of the boating facilities.

Mr. Farnsworth stated the definition allows for multiple people in that role.

Mr. LeMenager stated we have three dock masters right now.

Ms. Kassel stated I wanted to point out for discussion that we used to have someone with that title, but we no longer do. I just wanted to ask if we wanted to change it or not. I am fine not changing it.

- Rule 1.5, District: no change
- Rule 1.6, District Office: no change
- Rule 1.7, District Manager: no change
- Rule 1.8, District Pool Facilities: no change
- Rule 1.9, District Buck Lake Dock and Boat Facilities: no change
- Rule 1.10, District Recreation Facilities: no change
- Rule 1.11, A District Resident Includes: Owners will receive one set of household cards at no change; replacements are \$10. Tenants will pay \$10 in advance for each card, and \$10 for each card at the lease renewal period; replacement cards are \$10. Tenants with month-to-month leases after an initial lease term may receive access cards valid for 90 days with a \$10 fee paid in advance.

Mr. Berube stated everyone should have received an email from Mr. Haskett earlier this week from another CDD that is clearly farther along in their development than we are. It appears they have run through a lot of the same struggles we have, including security badges, access to facilities, kids running wild and so forth. They have a different set of definitions. I do not know if we want to consider implementing some of their work into what we are doing here today.

Mr. Walls stated in this other District, if you rent a house or if you own a house that you rent out, you can either keep the cards yourself or you can sign away your access card rights to the renters, but you cannot have both. I like that. They are only paying fees for a single family, but they are getting two sets of cards. I would be in favor of changing the rules to this so people are not double dipping.

Mr. Berube stated they call it Assignment of Amenity Rights and Privileges. I agree that it would be a good change.

Mr. LeMenager asked is it a problem?

Mr. Haskett stated currently there are 12 owners, which is not a large number. I have found that a select few who no longer live here have taken advantage of creating their own resort here. They were using the boats and their tenants were using the boats. They were bringing business people here to entertain them. It did not seem appropriate use.

Mr. Farnsworth stated in other words, they still live close enough.

Mr. Haskett stated yes. This certain individual still did that after they moved, as well, until I deactivated their cards.

Mr. LeMenager stated but then they did not own property here.

Mr. Haskett stated they owned a townhome, and they also leased it out so they never really lived here.

Ms. Kassel stated they did not own an additional property. They did not have this property and another property that they rented out.

Mr. Haskett stated that is correct.

Mr. LeMenager asked is there anything wrong with that?

Mr. Berube stated yes, I think so.

Mr. Walls stated in terms of the fairness for the dollars you are paying, they are getting a 2-for-1 deal, essentially.

Mr. LeMenager stated we are talking about the boats and the swimming pools.

Mr. Berube stated the controlled access portions. Those are the only places we can see where it happens.

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Mr. LeMenager stated the boats and swimming pools are the only facilities that any member of the public cannot just go use.

Mr. Berube stated that is correct.

Ms. Kassel stated the dog parks.

Mr. Berube stated the dog parks are not that tightly controlled.

Ms. Kassel stated no, but it is still a facility.

Mr. Berube stated we have limited space in each pool and a limited number of boats. When people are double dipping, your capacity constraints are easily exceeded at some point. If someone does not live here, whether they own property or not, if they are renting out their home, then I think it is proper to prevent double dipping.

Ms. Donna Goldberg stated the other issue that coincides with that is we have so many units in the townhomes that are rented out. There are a number of investors who own the properties. We have found that when tenants have changed hands, the old tenants still have pool keys and they use the facilities even though they no longer live at that property.

Ms. Kassel stated we deactivate their card.

Ms. Goldberg stated you can deactivate that card with that name, but you also have to know if that person has moved out.

Ms. Kassel stated at the end of their lease term, their card is automatically deactivated.

Mr. Berube stated they have to provide another copy of their lease showing starting and ending dates of the new lease term. That has been a lax point for the last year or two.

Mr. Farnsworth asked is it now being enforced?

Mr. Berube stated yes, to the best of our ability. It has aggravated a number of people.

Mr. Farnsworth stated it does not matter if it aggravates them, as long as we are consistent.

Mr. Berube stated we are.

Mr. Walls stated if I am reading correctly, Fishhawk CDD charges a fee each time a card is issued. So when a tenant renews their card, they pay a \$10 fee.

Mr. Farnsworth asked do we really want to do that?

Mr. Haskett stated yes.

Mr. Farnsworth asked even if it is a long-term rental?

Mr. Walls stated I think it is appropriate in terms of the administrative activities. We have to do work to maintain this.

Ms. Kassel stated there is a cost for the card, the printing equipment, and so forth.

Mr. Haskett stated since we implemented it in June or July 2011, we have spent \$3,230 on cards for renters. About \$1,700 worth of cards were never picked up. They sent in their information, the card was made but they never picked it up.

Ms. Kassel stated that would be 170 cards.

Mr. Berube stated we pay \$4 or \$5 as our cost for the cards.

Mr. Haskett stated the card is \$4.50 and it is another \$1.00 for ink, parts and time involved.

Mr. Berube stated there is a valid reason to charge \$10 for a card. If someone has to pay \$10 up front before the card gets printed, they will probably come and get it. The pattern suggests a lot of waste. That was about 300 cards that just went to waste.

Mr. Haskett stated it was 323 cards.

Mr. Berube stated they have to be tracked after the fact to be deactivated.

Ms. Kassel asked how will that payment be made streamlined and easy for residents who want to pay that \$10? It is a technology and logistics issue. Will we accept PayPal payments or credit card payments? It needs to be easy. Instead of paying in cash, you want them to pay up front before you even create the card.

Mr. Farnsworth stated when they submit the form is when they would pay.

Mr. Haskett stated we have a process in place now for lost cards.

Mr. Berube stated part of the reservation system that we will hear at the regular meeting includes access card issuance.

Mr. Haskett stated yes, it will be linked, and that website has payment processing on it, either PayPal or credit cards.

Mr. Berube stated at Fishhawk CDD, owners get one set of household cards at no change. Renters always pay for cards.

Mr. LeMenager stated I agree with that.

Mr. Haskett stated the current rate is \$10 for lost and replacement cards. Owners do not pay.

Ms. Kassel stated tenants have been getting their initial cards free. They only pay \$10 if they need a replacement card. Renters and owners all get their initial card for free. If they lose their card, everyone pays \$10 right now.

Mr. Walls asked what about when a tenant comes back in to renew their card? Do they pay another \$10?

Mr. Haskett stated yes, it would be based on their lease term.

Mr. LeMenager stated they are not getting a new card.

Mr. Haskett stated if our staff goes to the pool and someone is in the pool with a card that has been deactivated because someone let them in, we have no idea of telling if that card is valid or not unless you make them swipe it. That is a lot of work. I want to put an expiration date on the card that is the ending date of their lease.

Mr. Berube stated the last card I received says Owner.

Mr. Haskett stated that is correct.

Mr. Berube asked do the other cards say Tenant?

Mr. Haskett stated yes.

Mr. Berube asked you are just going to add a line under Tenant with a date?

Mr. Haskett stated yes, that is my request and recommendation.

Mr. Walls stated I agree with that.

Ms. Goldberg asked will they automatically expire on that date?

Mr. Haskett stated yes.

Mr. Farnsworth asked the system will automatically deactivate the card on that date?

Mr. Haskett stated I am the system, so I have to go through and review at the end of the month all the leases that are expiring, then I deactivate them.

Mr. Farnsworth stated so there is no automatic monitoring. Will this new system do that?

Mr. Haskett stated yes, it will send up red flags.

Mr. Berube stated the latest cards will say Tenant and will have the lease expiration date on it. Their \$10 fee carries them through to the end of the lease term. At that point if you renew your lease, you pay another \$10 and get another card that matches your lease date.

Ms. Kassel asked what if you have a month-to-month lease after your original lease? Mr. Berube stated it is good for 90 days. Ms. Kassel stated so they will pay \$10 for a 90-day card.

Mr. Berube stated that is what Fishhawk does.

Mr. LeMenager stated I am in this business. It is incredibly easy to write on a piece of paper to do one-year contract that is really month-to-month. Someone needs to explain to the landlords and property managers how to do it.

Mr. Berube stated I am sure some of them have figured it out.

Mr. LeMenager stated clearly some have not. I have this problem in Artisan Park in Celebration. My tenant is on a month-to-month lease, but he gets a one-year contract.

Mr. Berube stated we just need some sort of rules to go by. When people want to know what the rules are, we can show them. If people figure out a way around them, they are doing that now. They jump over the fences and through the shrubs. I think we are all in agreement to adopt what Fishhawk has for residents, renters, tenants and so forth. Effectively, what we discussed is what was included in their rules.

Mr. Farnsworth asked what about a non-resident member?

Mr. Berube stated we allow for that, and we charge them \$1,000, where Fishhawk charges \$1,600.

Ms. Kassel stated no one has ever signed up for that.

Mr. Farnsworth stated it is rather expensive for anyone to do. This place has a lot of facilities.

Mr. Berube stated I am willing to bet that no one has paid Fishhawk's \$1,600 fee, either.

Ms. Kassel stated it is designed to make sure that someone who wants to use the property pays something that is equivalent to what home owners are paying.

Mr. Moyer stated the facilities are open to the public under that scenario. That keeps us legal.

- Rule 2.1, Unauthorized Use: Some language might correspond with rule 4.6.
- Rule 2.2, Enforcement and Penalties: Could include penalties as amended for rule 4.6.
- Rule 2.3, Fishing in District-Owned Ponds: Implement the applicable sections of the Fishhawk rules from pages 26 and 27 to replace the current rule that state fishing is not permitted in District-owned ponds. Fishing will now be allowed.

Mr. Berube stated I asked this question last month on the Facebook page, and it generated a huge number of comments and input. I was surprised because the last time was asked about fishing, it was about 50%-50% for and against. This time, it was about 80% positive from what I could tell before you get into the personality fights.

Ms. Kassel stated I prepared a spreadsheet. Ten were against any fishing, five for fishing in any pond, and seven for fishing in only designated ponds.

Mr. Berube stated I do not disagree.

Ms. Kassel stated it was not like we polled everyone in Harmony.

Mr. Berube stated 127 people chose to participate in that forum, but not in this conversation. I thought it was overwhelming toward allowing fishing once again.

Ms. Kassel stated some people posted many times. Two or three people were not clear, and I did not count them. Ten people said no fishing in any ponds. Five people said to fish in any pond you want. Seven said to allow fishing in certain ponds, but even that was a mix. Some people did not think there should be fishing in the ponds but if we need to have it, then it should only be in designated ponds. Another said that we should allow fishing in some ponds. It was not overwhelmingly for fishing.

Mr. Berube stated it depends how you read it. I asked a very specific question: should we allow fishing in the ponds or not. It turned into a free-for-all, so I sat back and looked at it. The reality is, I am very against having rules that we cannot enforce, which we have discussed. We have no enforcement ability for fishing in ponds other than calling the sheriff and trying to trespass someone. That is a ridiculous waste of resources for the sheriff's department. They do not usually respond for 60 or 90 minutes. By the time they get here, most of the time the offenders are gone, but the sheriff still has to make the call. Fortunately, there is not a lot of crime in Osceola County, so hopefully we are not taking them away from a burglary or car accident or something.

Ms. Kassel stated they would not come in those instances.

Mr. Berube stated that is probably so.

Mr. Farnsworth stated when you consider selective fishing in select ponds, I tried to go around this layout. It looks like there is an absolute maximum of 15 potential ponds.

Mr. LeMenager stated no, we only own six ponds.

Mr. Farnsworth stated I omitted those. I am looking at several other ponds.

Mr. LeMenager stated those do not exist yet. We have only six right now.

Mr. Farnsworth stated when you look at a Google map, you see most of them that are on this drawing. They are all filled with water, so that is the reason I am asking. I counted 15. Which of the 15 would be allowed and which ones would be disallowed?

Ms. Kassel stated I do not even think we are there yet.

Mr. LeMenager stated four of us have made our positions extremely clear. My position is that we should allow fishing in any pond that does not border on residential property. That eliminates the problems we have had with residents in Birchwood with people clearly trespassing and walking right across their lawns.

Mr. Berube asked what is your definition of bordering on residential properties?

Mr. Farnsworth stated if a residential property backs up to a pond, then that would be one that would be restricted.

Mr. Berube asked what about Lakeshore Park?

Mr. LeMenager stated it does not border any residential property.

Mr. Berube asked because the residences are separated from the pond by a street?

Mr. Farnsworth stated yes.

Ms. Kassel stated but all those people who bought those properties did so with the understanding that no one was going to be allowed to fish on those ponds.

Mr. LeMenager stated no one took that into consideration when they bought their property.

Ms. Kassel stated I think people did.

Mr. Farnsworth stated no one gave them that assurance.

A Resident asked what was the original reason for the No Trespassing signs?

Mr. Berube stated there were a few vocal residents.

Ms, Kassel stated no, there was a rule in place before anyone ever moved in.

Mr. Berube stated there was not a CDD rule.

The Resident asked why was the rule put in place?

Mr. Berube stated it was an HROA rule.

The Resident asked was it for liability?

Mr. Berube stated there were a few vocal residents who made their case very strongly that there were activities happening in their backyards, as a result of fishermen, including people urinating on their bushes, smoking, eating on their property, and being rowdy. It was a quality of life issue for the people bordering on the ponds, largely. The other aspects of it coming into being related to interacting with alligators and certain safety considerations. It all played into the rule we passed which becomes unenforceable realistically. People do not want to call the sheriff. Mr. Walls and I were standing on the street one night, and one very vocal resident showed up and said that there was someone fishing in the pond back there and that we need to do something about it. He needed to call the sheriff. I am not going to call the sheriff. The resident who lives there should call if they do not like it, but they did not want to turn in anyone. We discussed that when we installed the No Trespassing signs. We included the appropriate wording so that the sheriff would enforce them. We told the residents who wanted the signs that if they want this rule enforced, then they need to call the sheriff. Now no one wants to call the sheriff.

The Resident asked if someone gets bitten by an alligator or a snake, or if someone falls in the ponds and drowns, who is liable for that?

Ms. Kassel stated anyone can sue anyone. That is one of the reasons I am not in favor of fishing. We have pools, and things can happen there.

Mr. Farnsworth stated that problem can occur regardless of whether or not you are fishing.

Mr. Berube stated this is Florida and we live with alligators.

Ms. Kassel stated there is no trespassing.

The Resident stated the other issue is, I have been accused of kayaking in those ponds. I was just testing the water in the ponds which was the reason I was in there.

Ms. Kassel stated you were authorized to do that.

The Resident stated on the edges of those ponds, you have only about two feet before it drops off. Some of them range between 11 feet and 28 feet deep.

Mr. Berube stated I have never seen anyone standing in the water fishing. They do not do it.

Mr. Farnsworth stated no, they do not do that.

The Resident stated it is a possibility.

Mr. Berube stated I do not want to sound blunt, but we cannot be the nannies for everyone who might enter Harmony and might want to go fishing in the ponds. We end up being a Nanny State to keep everyone off those ponds. If you really want to have a rule for no fishing, then we need to erect a six-foot fence around every pond and lock them up like the State does along most of their ponds. Ms. Kassel stated I agree.

The Resident stated what I am hearing you say is that anyone from any part of Florida can come and fish in those ponds.

Mr. Berube stated yes, it is public property. The entire community is public. We cannot restrict access.

The Resident asked so they can come to the pools?

Ms. Kassel stated no, we have a rule that says that is trespassing. As long as we put signs on the pond, it is enforceable.

Mr. Berube stated that is correct. We are discussing perhaps revising the rule related to trespassing on the ponds.

Mr. LeMenager stated to answer her other question, anyone in the State of Florida can use our swimming pools and the boats if they pay \$1,000.

Mr. Berube stated that is correct. We cannot restrict access to any of the facilities because they were built with public money. We can regulate access, and we have chosen to regulate certain facilities that are very attractive where we do not want a steady stream of people coming in and out. We could regulate access to everything: the playgrounds, the ponds.

Mr. LeMenager stated this is not a gated community.

Mr. Berube stated that is exactly right.

A Resident asked if you make it legal for them to fish, what happens when a child falls in and drowns? Does that not make you liable?

Mr. Berube stated no.

Ms. Kassel stated someone can certainly sue you.

Mr. Farnsworth stated that was one of the questions I had for the attorney. What is the difference in liability for us in the case of a child falling in and drowning? They would not have to be fishing for that to happen.

Ms. Kassel stated that is correct, but there is no trespassing in the ponds.

Mr. Farnsworth stated suppose they fall in crossing one of the bridges.

Ms. Goldberg stated I think the problem here is, regardless of what they are doing, if they just come in from anywhere or it is a resident and they happen to be on the edge of a pond and fall in whether they are fishing or just looking, I think what this resident was trying to ask is, what is Harmony's liability if an accident happens on the property. Mr. Berube stated Fishhawk CDD references this. Governments are covered by sovereign immunity. They have to ask permission to sue us, in effect.

Mr. Walls stated they can sue but it limits the amount of damages they can collect from a government.

Mr. Berube stated as long as you do not create negligent hazards or attractive nuisances. There are ponds everywhere. We live in a wet State. People want to fish everywhere. We just created two boardwalks that go over the big pond, and people fish off of it all the time. They do not care what the signs say. We have a sign at the dock where people can fish. We are encouraging fishing in certain areas and discouraging it in other areas.

Ms. Kassel stated I see nothing wrong with that. The last time we discussed this, our attorney said that by inviting fishing in the ponds, you are creating an attractive nuisance. There is legal precedent on that in terms of liability.

Mr. LeMenager stated I do not actually remember comments like that. Pragmatically, I am a realtor and am out in the community all the time. I do not think there is another community that prohibits fishing in ponds. I am more than pleased to have someone come to me and say there is another community in Osceola County that prohibits fishing in ponds. We are the only one.

Mr. Berube stated you are in Celebration all the time. What do they do? Fish in the ponds?

Mr. LeMenager stated yes, you see people fishing in the ponds.

Mr. Berube stated the retired people in The Villages also fish in the ponds.

Mr. Moyer stated I might have shared this the last time you were considering this issue. As a young District Manager years ago for a community that decided they did not want anyone fishing in the ponds, they passed a rule for no fishing in the ponds and were enforcing that rule, until we enforced it against someone who actually knew what the law was. There is only one agency in the State of Florida that has jurisdiction over fishing, and that is the Florida Fish and Wildlife Commission (FWC). We do not. What we do have control over is our property and the rights-of-way. In terms of saying you cannot fish, if you stand behind our right-of-way, we cannot stop them from fishing.

Mr. Berube stated so the deputies will not enforce it.

Mr. Moyer stated if you drilled down through all of this, at the end of the day if it goes to court, that is what they are going to say.

Mr. Walls stated at the end of the day, fishing is a legal activity. You have to have a license, but it is a legal activity.

Mr. Moyer stated that is correct. They need a license just like fishing in any other Florida waters.

A Resident stated you need to have a license if the fish is over a certain size.

Mr. Berube stated there are a lot of regulations on the licensing requirements.

Mr. Walls stated for me, I would just remain silent on the entire issue because it is a legal activity that people are allowed to do with the proper licensing. Why are we getting involved?

Mr. Berube asked do you want to change this rule?

Mr. Walls stated I would take it out altogether.

Ms. Kassel stated if you take it out altogether, that means there will be fishing on ponds that back up to residential properties.

Mr. Berube stated we should decide now on this issue.

Mr. LeMenager stated the four of us have made our position clear on this issue so many times. Let us hear from our new member and see where he stands on it.

Mr. Farnsworth stated I have said before that I am not a fisherman, so in the strictest sense, I really do not care. I have to make a choice.

Mr. Berube stated do not go by any ponds. Let us make a decision on opening fishing in the ponds. We will make that decision first. If we want to restrict it to certain ponds, we can discuss that. I want to hear from each Board member if we should lift the rule that eliminates fishing in the ponds.

Mr. Farnsworth stated yes, allow fishing.

Mr. Walls stated I would vote yes, as well, but this is not advertising to come here and fish. All we are doing is getting out of the business of trying to regulate something we cannot regulate.

Mr. Berube stated I am also in favor of allowing fishing in the ponds.

Mr. LeMenager stated I vote yes.

Ms. Kassel stated I am a definite no.

Mr. Berube stated that is 4-1, so we will allow fishing in the ponds in general. Now, let us consider restrictions on fishing in ponds. As I have said before, I do not like forcing people to call the sheriff. If you press them enough, they may issue a trespass warning or citation. If there is a father and his son fishing in a pond, I do not think they are causing a problem and restricting them from doing it is ridiculous. But I am sensitive to the people who live along the ponds. It has been suggested that we change the signs from No Fishing and No Trespassing to No Fishing Between Signs. In other words, if you have a row of houses along Primrose Willow, there is a pond there. Part of that pond touches houses but a large section of it does not touch any houses. The pond behind Brackenfern, most of it does touch houses, so it is hard to get access to that pond. But we would put up signs where the houses are at both ends that fishing is not permitted between the signs with arrows pointing toward each other. It will be resident controlled. If someone is fishing in the pond behind their house, they can go out and tell them the signs say there is no fishing between the signs.

Ms. Kassel asked just like they are not doing now?

Mr. Berube stated it is to allay the sensitivity of the people who live along the ponds. They have to make a decision now of calling the sheriff or ignoring it. Now they would not have to call the sheriff but they can at least point to the signs. If there is no enforcement, then there is no enforcement. We have eliminated this frivolous use of sheriff's resources but still give the residents who live along the ponds a reasonable method of telling people they cannot fish in their backyard.

Ms. Kassel stated I do not think there is any difference between what you are suggesting in terms of sheriff's resources or enforcement. If you allow fishing in the ponds but you say you cannot fish here, you are not able to enforce it.

Mr. Berube stated that is correct. We are not enforcing it now and we were never going to enforce it. We are not going to enforce it if we put that policy in place.

Ms. Kassel stated we never intended to enforce it. We intended that it would be enforced by FWC or the sheriff's office because we had properly posted the No Trespassing signs.

Mr. Berube stated it does not happen.

Ms. Kassel stated that does not mean the No Fishing signs do not work to reduce the amount of fishing that happens.

Mr. LeMenager stated with respect to the properties in Birchwood, I have not heard anyone complain about a lot of locals coming and making the mess they used to make.

Mr. Berube stated I have not either.

Mr. LeMenager stated it has obviously had some positive impact.

Ms. Kassel stated I believe some of the fishing was on the back side of the pond, and I recall residents saying people can look into their houses even from the back of the pond. Those ponds are not that wide.

Mr. LeMenager stated that is why my suggestion was and is that if the pond borders a residential property, then do not allow fishing.

Mr. Farnsworth stated Ms. Kassel said people are fishing on the back side of the ponds. Are you saying that if I wanted to walk around the backside of the pond in Birchwood that I could not do that? I do not fish, but you are telling me that I cannot walk around behind that pond? While I am back there, I might see in someone's window, not intentionally trying to see anything, but if I am looking at the house, then I am going to look at the windows.

Ms. Kassel stated it is a different aspect of someone walking around the pond and looking your way versus someone situating themselves right there and looking directly into your house for a period of time fishing.

Mr. Walls stated I could do that standing there as I am walking.

Mr. Farnsworth stated yes, if you stop during your walk.

Ms. Kassel stated yes, but then you become suspect.

Mr. Walls asked does it make a difference if there is a fishing pole in his hand?

Ms. Kassel stated no. The residents who bought those houses had the understanding that there was not going to be fishing, and it makes them uncomfortable. As Mr. Berube said, it is a quality of life issue.

Mr. Berube stated I do not see anything in the literature that says there is going to be no fishing in any of the ponds except by the HROA, and they do not have the authority to limit fishing in those ponds. What everyone should know, and probably was told when they bought houses on ponds, is that is public property and there is an easement all the way around it for any number of reasons, including for people to walk around.

Ms. Kassel stated when I bought my house, I was told there was no fishing in the ponds by the sales information gallery.

Mr. Berube stated those people lie all the time.

Mr. LeMenager stated that is much too strong a term. They are misinformed.

Ms. Kassel stated the HROA says there is no fishing in the ponds.

Mr. LeMenager stated they also said things about parking that were never true and never in the rules. It is not that they were lying but that they were clueless.

Mr. Berube stated they do not know.

Ms. Kassel stated in this case, it was true. There was a policy set up by the HROA that there was no fishing in the ponds.

A Resident stated all of the ponds in the neighborhoods will at one time either be adjacent to or will allow people to look out their window and see those ponds. I frequently walk around the Birchwood pond. All the ponds are mowed within the edge of the water, thereby encouraging people to walk and enjoy nature. If you are fishing or walking or biking or taking your dog out, someone who is fishing is going to be staring at their bait more than the house. More likely the person who is walking around will be looking in the house more than the person fishing. As you have said, it is not something that can be enforced. People who are offended by that need to remember they chose to live there, especially in Birchwood. There is a trail and people run on it. I have run on that trail. I have biked on that trail. I have hiked in those woods. J have taken my dog there. If you live there, it should be with the understanding that all those activities will also happen behind there. I understand and appreciate your opinion on that, but I have to agree that when they built Harmony, it was so we would be able to enjoy all of these facilities. You do a great job maintaining and mowing the ponds to keep them looking pretty so that we can enjoy them.

Mr. Berube stated it is the same theory to living on the beach at Daytona Beach and having a beachfront home, then putting up a rope on your property line and saying you cannot walk on the beach in front of my house. It does not work that way.

The Resident stated that is exactly right. The people who are offended about it, before you purchase a home, they needed to have the understanding before they bought their home that there would be a dog park and a trail and all of that behind their home. I live with ponds in front of us where there will be houses. People walk around those ponds and hike those. It does not offend me because that was the purpose of living out here, for people to get out and enjoy nature. I appreciate it. A Resident asked does that include the ponds on the golf course?

Mr. LeMenager stated we do not own them.

Mr. Farnsworth stated we do not have any control over those ponds.

Mr. Moyer stated if the Board is of a mind to restrict something, I think you need to declare the purpose of the ponds. The purpose of the ponds is not recreational. The ponds are there for drainage. The way you would then properly restrict this is not even to address it as no fishing because I do not think we have the jurisdiction to do that. But we do have the jurisdiction to use those banks for water storage and maintenance. If you restrict fishing, then I would recommend you do that in the fashion where you say unauthorized used is prohibited because the authorized use is for drainage purposes only. That probably gets you as far down the road to having something legally enforceable as you can get.

Mr. Walls stated then you take away the activity to fish on that pond.

Mr. Moyer stated that is exactly right.

Mr. Farnsworth stated Fishhawk has a fishing and policy, and we could almost lift that section.

Mr. LeMenager asked is Fishhawk gated?

Mr. Farnsworth stated I do not think so.

Mr. Haskett stated I have never been there.

Mr. LeMenager stated that would be one of my questions. It is a nice set of rules, but is it a gated community?

Mr. Haskett stated portions of it are, but not all of it.

Mr. LeMenager stated someone asked why we put this in the CDD rules. A big part of that was we have a home owners association rule that says if you are a member of the home owners association, then you agree not to fish in the ponds. That is absolutely enforceable. The home owners association can come after you and do whatever they do. But these are all public ponds, so you have the interesting situation where if you live in Harmony, you cannot fish in the ponds but if you live in Holopaw, you can enjoy fishing in our ponds. That is where all the problems came up. This was the solution at the time.

Mr. Berube stated Mr. Farnsworth is correct. The Fishhawk rules state, "Only patrons [residents] and their guests may fish from ponds located within the District. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District operates under a catch-and-release policy for all fish caught in the ponds. The ponds serve as stormwater management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff." The latter part is to Mr. Moyer's point. "(1) Fishing is only permitted from dawn until dusk in District-owned ponds. (2) The District operates under a catch-and-release policy. Removal of fish for personal keep or consumption is not authorized. (3) Spear fishing or the use of spear guns, bow and arrows, and firearms are not permitted as acceptable methods to fish. (4) Cast netting is prohibited. (5) Removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival. De-hookers or needle-nose pliers need to be carried by authorized users at all times. (6) Circle hooks are recommended for all live-bait fishing. (7) In events where dangerous wildlife is 'caught' by hook or lure, the line(s) should be cut at a safe distance so as to avoid possible bodily injury and harm. (8) The use of traps is strictly prohibited. (9) The use of profanity or disruptive behavior will not be tolerated. (10) All trash or debris must be disposed of in the appropriate receptacles. The philosophy of 'If you bring it with you, you must take it with you when you leave' is employed. (11) Fish are not to be moved from one pond to another, (12) Authorized users are not allowed to introduce or stock any of the lakes or ponds. (13) Authorized users will be responsible to obtain any permits or licenses that may be required under Florida Law to legally fish. Any monetary penalties or fees incurred by the District as a result of user's failure to acquire such required permits or licenses will be the liability of the individual determined to be in violation." Their rules continue with general policies: "Swimming is prohibited in all ponds on District property. No watercrafts of any kind are allowed in any of the ponds on District property. Parking along the County right-of-way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities. There is a 20-foot District-owned buffer surrounding each pond; residents may fish in the 20-foot buffer during the hours of dawn to dusk. Please be respectful of adjacent resident homes. Home owners whose lot abuts the pond are responsible for mowing, weeding and trash removal to the water's edge." I think that covers it.

Mr. LeMenager stated I do not think that works at all.

Ms. Kassel stated I do not, either.

Mr. Berube asked why not?

Mr. LeMenager stated it does not address the public. That only works in a gated community.

Mr. Berube stated it says only residents and their guests.

Mr. LeMenager stated we cannot do that.

Ms. Kassel stated our ponds are public.

Mr. LeMenager stated anyone from Holopaw or St. Cloud who wants to come and fish in our facilities can fish.

Ms. Kassel stated it is not enforceable. It is not any more enforceable than what we have now.

Mr. Berube stated they have a lot of good ideas.

Mr. LeMenager stated I am not saying that.

Mr. Walls stated I do not think it is that enforceable, but including it might be a good idea. They have some good things. I think the issue is that it is a public facility. We are not a gated community. I think if someone is being disruptive and causing a problem, anyone can call the sheriff, and you should.

Mr. Berube stated that is correct.

Mr. Walls stated I think we get out of the business of regulating it. Put it in the rules if you want, but we cannot really enforce it.

Mr. Farnsworth stated it would at least inform people.

Mr. Walls stated that is true, but not many people read the rules. If people are causing a problem, call the sheriff.

Mr. LeMenager stated we have had this issue. Mr. Walls was not here when residents brought in the garbage bags.

Mr. Walls stated yes, I was here.

Mr. Berube stated it was primarily Mr. Richard Martz and Ms. Jeanna McGinnis. They were the vocal ones.

Mr. LeMenager stated they were.

Ms. Kassel stated they were not the only vocal ones. A lot of people live on that pond who were also vocal.

Mr. LeMenager stated yes, and we definitely had a problem on that pond. The actions we have taken have greatly improved it. I do not think we should go backwards on that one.

Mr. Berube stated we have already agreed that we are going to remove the language in this rule that fishing is not permitted in District-owned ponds. For the ponds that already have signs, we will just leave them there.

Mr. LeMenager stated we have signs at Lakeshore Park.

Mr. Berube stated we will remove those.

Mr. LeMenager stated yes, for sure I want those removed.

Mr. Walls asked why have signs that you cannot enforce?

Mr. Berube stated it is not a question of cannot enforce, it is will not enforce.

Mr. LeMenager asked in theory could you prosecute these people for trespassing? Not for fishing, for trespassing.

Mr. Moyer stated if you have rules on District-owned property that would restrict public access to it, yes you can.

Mr. LeMenager stated we are restricting access to everyone. I like their wording about the purpose of the ponds. They are making a clear statement that the ponds are not a recreational facility.

Mr. Walls stated keep in mind that residents who live on those ponds made comments that they would like to go out and fish in the ponds.

Mr. Berube stated some people have said that. I live on a pond, but I will not let my kids go out there and fish in it. They see other people fishing in the pond, and I tell them we are not going to break the rules like the other people who are breaking the rules. How do you argue that point?

Mr. Walls stated just get out of the business.

Mr. Berube stated I agree. We will not be in the business of restricting fishing anymore. Do we want to lift the pertinent sections from Fishhawk's rules in place of our statement in this rule that we are removing? Mr. Moyer and the attorney can clean up the applicable parts.

Mr. Farnsworth stated I would like to see something similar.

Mr. Walls stated I am fine if you want to include their rules. I do not think it is enforceable.

Mr. LeMenager stated I am fine doing that.

Ms. Kassel stated I am not fine with any of it.

Mr. Moyer stated we will track the Fishhawk Ranch fishing policies.

Mr. Berube stated they are on pages 26 and 27 and will be applicable to Harmony. We will not use the terms "patrons and their guests" because we have public facilities. The applicable areas that fit will be the replacement for our rule 2.3.

Mr. Moyer stated I was trying to do a little research to see if it is a private community.

Mr. Berube stated in reading the rules, there is nothing said about gates.

Mr. Farnsworth stated I did not see anything.

Mr. Berube stated they have a Park Square, which is some big facility.

Mr. LeMenager stated if there are no gates, then it is not legal.

Mr. Berube stated for members of the audience who have not figured it out yet, fishing has been a big problem. I do not know if we fixed it. I think we addressed it, and we will probably be addressing it again in the future at some point. I just like the idea that we are getting away from a rule that is very difficult to enforce.

Rule 3.1, Picture Access ID Cards: amend for typographical errors

Mr. Walls stated we need to insert "Lake" so it reads "Buck Lake Facilities" on page two, the first line.

Mr. Berube stated there are a few typographical errors in the rules if you read them carefully. We have been specific enough about this that I do not think we need to discuss it again.

Rule 3.2, Proof of Ownership or Renter Status: no change

• Rule 3.3, Non-Residents: no change

Mr. Walls asked are we confident than \$1,000 is still a good cost figure?

Mr. Berube stated Fishhawk charges \$1,600.

Mr. LeMenager stated yes, it is sufficient. The whole thought was that it should be about the same as what the operation and maintenance assessment is.

Mr. Walls stated I do not know if that is still the average.

Mr. Farnsworth stated it might be a little higher now.

Mr. Walls stated I think it is higher than \$1,000.

Mr. Berube asked how do we know? No one has ever paid it.

Mr. Walls stated the assessments are broken down in the budget.

Mr. LeMenager stated to keep it simple, we can just keep the \$1,000.

Mr. Walls stated I want to make sure we are covering a fair cost. This has been in the rules for 10 years. We can look at it later.

Mr. Moyer stated when you look at the numbers, they range from about \$400 up to \$2,100. Most of them cluster around \$1,000, \$800, and \$600. I would bet the average is pretty close to \$1,000.

Mr. Walls stated that is fine. I just wanted to make sure it was still a good number.

• Rule 3.4, Contracts Required Prior to Use: eliminate contracts to just one that is signed one time agreeing to all rules, pending the presentation during the regular meeting on a boat reservation system and the options available

Mr. Berube stated we have multiple pieces of contracts that need to be signed, including one that needs to be signed every time someone takes out a boat. We also have a deposit requirement of \$250. We have never billed anyone for damages to boats. I do not know that we really have a good system in place to bill someone for boat damage. I do not know what we would do if they said they are not going to pay us. Do you bring in lawyers or sue them?

Mr. Moyer stated you keep their deposit.

Mr. Berube asked what if the deposit is \$250 and the damage is \$1,000?

Ms. Kassel stated at least we have \$250.

Mr. Berube stated I am looking to simplify the process. We are paying people to administer all this paperwork. I agree that people sign an agreement that says they will pay if they damage a boat. We have not had any damage issues in six or seven years of running boats. The boats are all now eight to ten years old. You would be hard pressed to charge someone for significant damages to a boat that is already sort of damaged. My proposal is that we eliminate the deposit requirement.

Mr. LeMenager stated I am not in agreement with that. The problem is that it is like the amazing issue of all these cards that were printed and no one ever picked them up. If something is free, then it has no value.

Mr. Farnsworth stated I agree.

Mr. LeMenager stated by doing this, you are focusing their mind to understand that they are using thousands of dollars' worth of equipment and they need to put down a deposit. It does not matter whether we use it or not.

Mr. Walls stated the value is in the usage of the facility. If I break the boat and have \$500 in damage on the boat, staff can shut off my card and say that I cannot use the boats until I pay \$500. At that point, I can either never use the boat again or I can pay \$500. Honestly, I put my deposit on a credit card seven years ago. I do not even know if I have that card anymore.

Mr. Berube stated no one has ever updated it.

Mr. Walls asked so what is the point? I understand if we have a hammer to use, it goes like a lien on your account and you cannot use your access card until you pay for that. Maybe up front you sign an agreement that says you are going to pay for any damages that you cause, and this replaces the boat agreement that you have to sign every time you go out. You sign it when you get your card and sign to all the things you agree to, one of them being you will pay if you cause damages or else you understand your card will be shut off until you make the payment.

Ms. Kassel stated that should be part of any online rental agreement. It should list the terms of use. You can read them or not, but you have to agree to them. Instead of paperwork, it is automated and is part of the registration process online when you want to rent a boat.

Mr. Walls stated if we have something along those lines, that is fine. If it is a paper form, then do it once and cover everything. As long as my access card is active, I agree to these terms, and leave it at that. I agree with Mr. Berube to get rid of the deposit and tie it to the access.

Mr. Berube stated several times a year, we pay a couple hundred dollars to print these boat use agreements. Mr. Haskett stores them in his office, and it is a couple pages that are useless. It is an administrative task that the staff has to go through for no particularly good reason. It seems to me if you go through the boat orientation, then you sign the boat use agreement that says you will not wreck the boat but you will pay for damages if you do. We can do it on an annual basis or something like that.

Mr. LeMenager asked every time you use the boat, you have to fill out a form? Mr. Berube stated yes. A Resident asked is that a liability waiver that you sign?

Mr. Berube stated yes.

The Resident stated you should sign it all at once.

Mr. Berube stated yes, you are responsible for the boat. You indemnify us from everything. Once you sign it, whether it is this week for a year or next weekend, it is the same deal.

A Resident stated I have not signed one in weeks.

Mr. Berube asked are you taking out the kayaks?

The Resident stated yes.

Mr. Berube stated the situation is different with the kayaks.

Mr. Haskett stated no, it should be the same.

A Resident stated you should sign one and say that it is in effect as long as you are a resident and access cardholder within Harmony.

Mr. LeMenager stated yes, that is what is being suggested.

Mr. Haskett stated the boat orientation form literally says all of that. I do not know where the use agreement came from, but it says the exact same thing. It is a little more detailed.

Mr. LeMenager stated we do not need the daily use agreement anymore.

A Resident stated a lot of residents will not use the boats because they will not put down a deposit. Some people will not take care of them anyway.

Mr. Berube stated the daily use reminder agreement is boiler plate almost exactly to the boat orientation form. It is just excess paper. Which one needs to be the one-time form?

Mr. Haskett stated the boat use agreement.

Mr. Walls stated I think you encapsulate everything. So when you sign up for a card, you agree to abide by all these rules that we are making. You agree to the things on here regarding the boats, the pools, and everything. Do it all at one time when you sign up for your access card.

Mr. Berube stated while we are on that subject, Fishhawk notes in all of their rules that when you want to know the latest rules for revisions, you go to their website and review them. I think we ought to do that, as well.

A Resident asked they reference it specifically all the time?

Mr. Berube stated yes.

The Resident stated that would be good.

Mr. Berube stated there is no more printed paper anymore for virtually anything. They tell you to go to the website for the latest rules and updates in policies. That is a good idea to refer everyone to the website. We kind of do that now.

Mr. Haskett stated the intent at the regular meeting following this workshop will be that when you see the demonstration on the boat reservation system, it will have the terms that you have to agree to abide by. As for a legal standing, we will have that with the reservation.

Mr. Berube asked can we modify this rule to say we are going to wait to change this section until we see what is coming up in the presentation during the regular meeting?

Mr. Moyer stated yes.

Mr. Berube stated we will handle the boat section as part of the upcoming reservation presentation.

Mr. Moyer stated yes, there is no problem with that.

Mr. Berube stated that makes more sense than trying to shuffle through all of this and then redo it after we hear the presentation.

Mr. LeMenager stated we do not have to do anything here.

Mr. Berube stated I understand. I am just trying to make sense of where we are going. We are also going to make the deposit a part of the boat reservation online process if we pursue that option.

Mr. Haskett stated yes, if you are going to require a deposit.

Mr. LeMenager stated I still like the idea of charging a deposit.

A Resident stated I agree.

Mr. LeMenager stated the comment was made that some people will not use the boats because they do not to put down a deposit. Those are the people I do not want using the boat.

Mr. Berube stated the only reason I was against using the deposit was as Mr. Walls did, seven years ago, I provided a credit card as a deposit on the boats. No one has ever asked me if that card is still good. The reality is that the information is sitting in the office at Celebration and nothing happens. On a daily basis, there is a credit card on file. If they wanted to bill that credit card, it may not be valid.

A Resident asked is the point up front that they know if they take this, that someone has some money of theirs in the future? Whether you can get it or not is another thing. Psychologically, they know they have to be responsible for taking out the boat.

Mr. Berube stated I am trying to avoid going through a process that people have to go through.

Mr. LeMenager stated let us see what the reservation system can do.

Mr. Berube stated this reservation system may handle that.

The Resident stated you could take bank information instead of a credit card. Some places like fitness centers will not take a credit card for their monthly payment. They do direct withdrawals.

Mr. Farnsworth asked you cannot handle cash?

Mr. Berube stated no, they do monthly automatic withdrawals.

Mr. Farnsworth stated I think someone could legally fight that.

Mr. Berube stated the reason they do not do it on credit cards is because you can rescind the credit card payment.

The Resident stated people will just have to change their credit card information more often or you have to chase them. I was in that business for five years.

- Rule 4.1, Pool and Pool Facilities Condition: no change
- Rule 4.2, Pool Hours of Operation: no change
- Rule 4.3, Available to Registered Residents: no change
- Rule 4.4, Children 15 and Under: no change
- Rule 4.5, Number of Guests: Amend to allow four guests per family. Include definitions in section 1 for "family" and "guest" as included in the rules from Fishhawk Ranch CDD.

Mr. Berube stated we currently allow eight people per card.

Ms. Kassel stated no, the rules say it is per family. I recommend we change that to four guests per family.

Mr. Walls stated I was going to suggest two guests per access card.

Mr. Berube stated I was going to suggest that, too.

Ms. Kassel stated if you have four in the family, two per access card is eight people.

Mr. Berube stated you do not get that many cards. If kids are under 16, they do not get cards.

Ms. Kassel stated there are a lot of families with kids over 16.

Mr. LeMenager stated you can get a card if you are under 16. We did not put a limit on it.

Ms. Kassel stated I do not think we did.

Mr. LcMenager stated we left it to the parents' discretion to decide. A 12-year-old can have a card because they can go fishing. Part of the idea was we wanted to encourage them to go to the lake to fish. So we told them they should have a card.

Mr. Berube stated I think we issued docks-only cards for the kids and everyone else 15 and under had to be with a parent. That is the rule.

Mr. Haskett stated that is the rule for the pools.

Mr. Berube asked are the gates locked for the kids at the pools?

Mr. Haskett stated yes. They are timed along with everything else.

Mr. Berube asked do we set a limit per card or per family?

Mr. Walls stated I am trying to think how you enforce a limit per family.

Mr. Berube stated I think it needs to be per card. Right now, if mom and dad are in the pool, technically both mom and dad are supposed to have their cards with them. If they have any kids that are eligible for cards, part of the rules is that you have to show your card all the time. You need to have your card with you.

Mr. Walls stated in my suggested revision of this rule, I noted "residents can bring a maximum of two guests to the pool. Children and other family members under legal guardianship of that resident do not count toward that number." By resident, I mean card holder. If I bring my two kids to the pool, they are not my guests because they are not old enough to get cards.

Mr. Berube stated that is correct.

Ms. Kassel stated if you have family visiting with you, that is too small a number. I would say four people per family. Generally, most people will not have more than four people.

Mr. Berube stated what Mr. Walls suggested is exactly that, two guests per card. If you have two cards in the family and each brings two guests, that is four guests.

Mr. Farnsworth stated that is a problem if only one member of the family wanted to take them to the pool.

Ms. Kassel stated if the mom does not work or is off and the husband is at work, and if she wants to bring the cousins and the grandmother to the pool during the summer, there is only one person with a card.

Mr. Walls stated that is why we would apply it to the number of cards in the household. You get two guests per number of cards in the household.

Mr. LeMenager stated that is not enforceable.

Ms. Kassel asked if there is a staff person at the pool trying to enforce the rule, how are they going to know?

Mr. Walls stated that is true.

Ms. Kassel stated I think it is easier to enforce four people per family.

Mr. LeMenager stated the trouble is, "family" is not defined. Mr. Walls suggested changing this to card holder. You need to have something that is enforceable.

Ms. Kassel stated it is per the address.

Mr. LeMenager stated that is not enforceable.

Ms. Kassel asked how is it not enforceable?

Mr. LeMenager asked is the address on the card?

Mr. Haskett stated yes.

Mr. Farnsworth stated it can be per residence.

Ms. Kassel stated that is the same as per address.

Mr. LeMenager stated the bottom line is, our employees are the ones who enforce this by asking people to show their cards. There is no sense in us coming up with a set of rules that are not enforceable.

Mr. Berube stated we do not want rules that we cannot enforce.

Mr. LeMenager stated there is no point having rules we cannot enforce. When one of our employees is there, all they can really see is a card. They can see if it is a valid card and count the number of guests.

Ms. Kassel stated I think that is easy enough to enforce.

Mr. Haskett stated however you define the resident unit, I would say four guests. Keep in mind that they can bring more but they are required to reserve a special time and submit an application saying that they will have a lot of people.

Ms. Kassel stated we may want to add that to this rule.

Mr. Berube stated Fishhawk has addressed it. "Patrons aged 16 and 17 are only permitted to bring one guest each. That guest must be 16 or older..." That applies to kids, not parents. "A family, as defined in these policies, is limited to a maximum of four total guests."

Mr. LeMenager stated hence my point that we need to define "family."

Mr. Berube stated "infants one year old and younger do not count against the maximum for four total guests. One of the family members present must be 18 years of age or older in order to bring up to four total guests."

Ms. Kassel asked how do they define "family" elsewhere?

Mr. Berube stated "a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives or extended family not residing in the home." So it is people who live under one roof at one address.

Ms. Kassel stated that sounds good to me.

Mr. Haskett stated "guest" is defined just below.

Mr. Berube stated "guest shall mean any person or persons who are invited and accompanied for the day by a patron to participate in the use of the amenity facilities."

Mr. LeMenager stated we need to define "guest" as well.

Ms. Kassel stated add that to this section.

Mr. LeMenager stated one of the weaknesses of our rules is we do not define very much. We use a lot of terms that are undefined.

Mr. Berube stated we are getting into a lot of boilerplate that is going to be very difficult. On this rule, we allow a maximum of eight guests. We know that is too many. I think if we reduce that to four, that solves some problems.

Mr. LeMenager stated I like the way Fishhawk put it. If it is a teenager, they can bring one friend. If adults are there, they can bring four.

Mr. Berube stated to answer who is in a house, if there are two adults there, they could conceivably bring eight people with them.

Mr. LeMenager stated their rule reads well.

Ms. Kassel stated no, it is still four guests per family.

Mr. Berube stated it depends if you are going to go by family or residence.

Mr. Walls stated if we define family the way Fishhawk did, 1 am fine with that. I would not get into ages because then we need to check for identification.

Ms. Kassel stated I like that ages 16 can bring one guest. Our pool issues are largely due to kids around that age.

Mr. Berube stated the Fishhawk rules for the guest policy for the pools reads, "Patrons 16 and 17 years of age are only permitted to bring one guest each. That guest must be 16 years of age or older and have proper identification to verify age when being accompanied by a patron 16 and 17 years of age. A family, as defined in these polices, is limited to a maximum of four total guests. Infants, one year old and younger, do not count against the maximum for four total guests. One of the family members present must be 18 years of age or older in order to bring up to four total guests."

Mr. Walls stated I do not like the age limitations.

Mr. Farnsworth asked what is wrong with the age limitations?

Mr. Walls stated if you are a 17-year-old kid and want to bring a couple friends to the pool, you cannot. You can only bring one, and that friend has to be 16 or older.

Ms. Kassel stated I understand your point, but at the same time, that is where we have had our biggest problems.

Mr. Walls stated you are stereotyping.

Mr. Berube stated not all kids.

Mr. Walls stated when I was a kid, I did not go around breaking things. My friends and I would have gone to the pool and not bothered anyone.

Mr. Farnsworth asked do we set the limit at age 16?

Mr. Walls stated we already have a rule that says you have to be 16 to go to the pool by yourself.

Ms. Kassel stated rule 4.4 says children 15 and under must be under adult supervision.

Mr. Walls stated yes, which means you need to be 16. We already have that rule. So a kid is 16 and has his card, and we are going to hassle these kids because they bring two friends. Under these rules, without the age restrictions, they can bring four people with them.

Mr. Berube stated if we do the rules the way Fishhawk did, and obviously they had reasons for doing them this way, we will have a rule that will probably not get enforced unless there are some 16-year-old kids who are causing problems.

Mr. Walls stated but you are going to kick them out of the pool anyway.

Mr. Berube stated that is exactly right.

Mr. Walls stated if they are causing trouble, I do not care if they are 50 or 16, you are still going to kick them out.

Mr. Berube stated when you get the argument from the parent, they want us to show them in the rules where they cannot have this many friends, and we cannot do that. If we have a rule, then we can tell them that is why they had to leave and why their access card was deactivated.

Mr. Walls stated if they are getting kicked out, it is because they broke some other rule and caused a problem.

Mr. Farnsworth stated in this case, I agree with Mr. Walls. Do not put in that restriction. If you are 16, you are a member of the family that is permitted to have four guests.

Mr. Berube stated I am in favor of the tighter rule.

Ms. Kassel stated we are not deciding this now.

Mr. Berube stated we need to put something on paper for the attorney.

Mr. LeMenager stated then we will have public comments. We can always change it.

Ms. Kassel stated yes, that is my point.

Mr. Berube stated we need to decide how we are going to word it.

Ms. Kassel stated let us just get a feeling. We are doing this on behalf of the residents.

A Resident stated speaking as a former school administrator, if you put more than two of those 16-year-olds and 17-year-olds, you will have issues.

Ms. Goldberg stated we have had incidents in our pool already where teenagers have gone in there. Either one person went over the fence, or one person had a card. We are not sure how they got in, but they have gotten rowdy, and they harass some of the older residents who are just sitting around the pool.

Mr. Walls stated if they do that, then they will be kicked out anyway. It does not matter how old they are.

Ms. Goldberg stated they are, but no one is there to enforce it. That is the problem. If there are rules that are set out to say clearly that if you are 16 and you are allowed one friend, if someone is there to monitor it and the kids get caught, then you have a clear rule to enforce, as opposed to making it ambiguous. Some kids will always sneak their friends in. I think if there are clear-cut rules, no matter what you decide, whether it is two friends or one friend, the point is that the rules are clear and concise, and people are aware of the rules.

Mr. Famsworth stated if a 16-year-old kid is one who obeys the rules and he brings in four friends and they use the facilities correctly and not cause any problem, then you would essentially deny that kid use of the pool.

Mr. Walls stated that is not destructive activity.

A Resident stated the purpose of the rules is in case there is an issue, you can throw them out. Otherwise, why have rules if you are not enforcing them?

Mr. Walls stated if there is an issue, they will be thrown out, no matter their age.

The Resident stated regardless of what the rule is, too.

Mr. Walls stated that is correct.

A Resident stated it seems that even though rules are in place, people can just come in and cause havoc in that facility. Regardless of the number of guests, the issue is actually the disruption or destruction of the facility. So that should be the rule until Harmony gets to the place where we have so many rooftops that we can provide full-time employment to enforce those rules daily. Regardless of what you put in place, the main issue is not the number of people. It is the issue of what is going to happen while the kids are there.

Mr. LeMenager stated the number of rooftops has nothing to do with it because the tax base is complete now. When we add new employees, your assessments increase. Right now, the developer is paying 60% or 65% of the budget. All of that will eventually be taken over by the new rooftops. Do not assume that as the town gets bigger that our tax base gets bigger, because it does not. It is already set.

Ms. Kassel stated I am guessing that Fishhawk made this particular rule because they had similar problems that we have had. They figured if they limit the number of guests that a 16-year-old or 17-year-old can bring, then they are also limiting the likelihood or the probability that there will be problems at the pool, whether they are enforced or not enforced. They are not enforced that much right now. By limiting the number of guests

those ages can bring, they are also limiting the number of problems that other residents, who are abiding by the rules and enjoying the facilities, are going to be subject to. Most kids who are coming to the pool can probably find another friend who lives in Harmony to invite another friend. Then they can have a group of kids. Generally, the larger the group of kids, the more likely they are going to get into trouble, especially with someone who does not live inside of Harmony or does not know the rules. They may not necessarily abide by the rules because they do not have a card that is going to be deactivated.

Mr. Farnsworth stated I understand all that, but I get the impression that this rule normally would not be enforced. If it is on the books, in effect, it is on the books so if anyone gets caught doing something else, you have one more violation to charge them with. I do not like it.

Mr. Berube stated we have a lot of dissent over teenagers. We are talking about two years' worth of people.

Mr. Walls stated that is the problem, too. Can you tell the difference between an 18year-old and a 16-year-old?

Mr. Berube stated we are going to change from a maximum of eight guests to a maximum of four guests.

Mr. Farnsworth stated I agree with that.

A Resident stated you are talking about enforcement. Who is going to enforce it? I know at one time, there was a big problem at the townhouses and someone called the sheriff. They did not even do it.

Mr. Berube stated after hours, we still need residents to call the sheriff. During the day, as we have discussed, we are contemplating adding one more staff person. That employee will be primarily to allow us to monitor the pools more carefully, to work in the pool area, and to check security during the peak summer season. The other half of the year, that employee will be assigned largely to assisting with sidewalk renovations because we have hundreds of sidewalk panels that need to be replaced. We will not hire someone just to do the pool in the summer and sidewalks in the winter. It is just adding another employee so Mr. Haskett has the flexibility and enough people to accomplish all that we are trying to do. We are trying to add this staff person without increasing the budget, and we are very close to being able to get that done. The enforcement of the rules

this coming swimming season will be much more effective than we have ever had in the past, simply because we will have employees on duty who will spend a significant amount of time in those pool facilities. This year, we spent a couple thousand dollars on deputy sheriff. It is a nice sign to see a marked deputy's car outside the pool area, but they are not going to check access cards. It was a reaction to people saying that the pools are out of control, so we did something really quick and made a statement. We really spent that money for nothing, in effect. I am not sure we want to have a patrol car parked outside our pools in the parking lots. There is not necessarily anything wrong with a sheriff's car parked there, but people will wonder why the police are here. It goes both ways. That is how we will enforce the rules during that peak period. There will be a higher presence of staff in and out of the pool areas, watching what is going on.

Ms. Goldberg asked would posting the rules help? We have boxes where we put notifications. Could we have one of those boxes at each pool and then post the rules?

Mr. Berube stated the rules in general are posted at each pool, but I wonder how many people actually read them.

Mr. Farnsworth asked have you looked at some place where you thought they should be and not find one?

Ms. Goldberg stated yes. If you ask people about rules in Harmony, a lot of people do not know the details of the rules. They are either new or they have come and gone.

Mr. Berube stated we have a lot of rules as you can see by the stack of paper I have, and we are limited on the sign.

Mr. Walls stated the only reason I am reading them now is because I am on the Board and we are discussing them.

Ms. Goldberg stated we need to point them out and have people see it. Then maybe people in the pool would realize the rules if they see people who are not supposed to be there.

Ms. Kassel stated the pool rules are posted at the entrance to the pools.

Mr. Berube stated the list keeps getting longer and longer.

Mr. LeMenager asked is the guest policy posted?

Mr. Berube stated I do not think so. I have been on this Board for almost four years, and I never read all the rules until this came up. I do not think anyone else reads the rules. I did not know about a lot of the rules we have. We have a lot of rules, but it all comes down to being able to enforce them. Do we want to change this rule to reflect four guests?

Ms. Kassel stated I think we have agreed on four guests per family. The question is really the issue of 16-year-old and 17-year-old kids bringing guests.

Mr. Berube stated I think we are going to leave the age restriction out. We will have a much better rule. I am listening to all sides in this discussion. As Mr. Walls said, I do not think we can tell what a 16-year-old or 17-year-old kid looks like. This coming swimming season, we will have a better handle on what is going on at the pools. We can always revisit this and make a rules change based on this coming season. Does this reflect largely what Mr. Haskett wanted?

Mr. Haskett stated yes. To clarify, the signs at the pools say that groups of eight or more must pre-register. We will now have to revise the signs for groups of four or more.

Mr. Berube stated I do not think there is a lot of abuse, but every once in a while there is. We need to be able to stand up to it.

Mr. LeMenager stated we also need to add the definition of family.

Mr. Walls stated also the definition for guest.

Mr. Berube stated we will use the definition of both from the Fishhawk rules.

Mr. LeMenager stated that is fine.

Ms. Kassel asked does Mr. Moyer have any comments on the rules that we have discussed so far?

Mr. Moyer stated no. Some of you know that I spend a lot of time in The Villages, which really does not have any kids. They basically have the same problems you are talking about with unauthorized people using the facilities that have been set aside for residents. If you have a pool, every community struggles with exactly what you are talking about.

Mr. Berube stated my dad used to work at Kings Ridge in Clermont, and he was assigned to check badges. This is a retirement community and you are supposed to have your badge on you all the time. People would give him a hard time about it, and he had to call the police three times. That was the rule.

Mr. Moyer stated in The Villages, people will jump in the pool and then say they cannot get out of the pool to get their badge because it is over there and they are in the pool.

Mr. Berube stated it is always a problem and we will always struggle with it. Hopefully we are getting a handle on it so people can feel secure in their pool facilities next year.

• Rule 4.6, Access Privileges Suspended: Include language that access cards for offenders will be deactivated for 180 days and all others in the household will be deactivated for 90 days. The cardholders must contact the District office after the time period has expired to have cards reactivated.

Mr. Haskett stated whether it is a rule or a policy, I would recommend more definitive language when someone breaks a rule, for suspension or termination.

Mr. Berube stated they cover that in the Fishhawk rules, as well.

Mr. Moyer stated they are a little more lenient than what we have been doing.

Ms. Kassel stated section 2 deals with unauthorized use and enforcement and penalties. This section discusses the revocation of cards.

Mr. Berube stated I think Mr. Haskett is looking for a more specific policy as to how we are going to handle violations.

Mr. Haskett stated that is correct, something like three strikes and you are out.

Mr. Walls stated there is also language in section 6 where residents may be suspended indefinitely.

Mr. Berube stated I like stating that they may be suspended and then allowing the management company to determine the time period, which is what Mr. Moyer has been doing now.

Mr. Farnsworth asked do we give him some options or some guidance?

Mr. Berube stated no. You have seen the letters that have been sent for infractions already.

Mr. Farnsworth stated yes.

Mr. Berube stated I think they do a pretty good job on setting the timeframes.

Mr. Farnsworth stated I agree.

Mr. Berube asked was there a specific change Mr. Haskett wanted?

Mr. Haskett stated no, I think they have been quite appropriate. I do not know if they are too harsh or not. I certainly am in favor of them.

Mr. Berube stated word spreads quickly when the penalty is harsh.

Mr. Haskett stated I agree, and I think it has.

Mr. Berube stated when I read the penalty that Fishhawk has where you lose it until the next Board meeting and there is a multi-step appeal process, it sounded too governmental. Are the current practices and timeframes acceptable?

Mr. Haskett stated yes.

- Rule 4.7, Swimming When Facility is Closed: no change
- Rule 4.8, Alcoholic Beverages: no change
- Rule 4.9, Smoking: no change
- Rule 4.10, Glass Bottles: no change
- Rule 4.11, Animals: no change
- Rule 5.1, Buck Lake Dock and Boat Facilities: minor typographical change

Ms. Kassel stated I would like to add an "s" for Buck Lake Docks, plural, because there is a secondary fishing dock which is open to children ages 12 and older.

Mr. LeMenager stated those docks are open to everyone.

Mr. Berube stated technically it is all one big dock because they are all connected.

Ms. Kassel stated I am talking about the two new ones.

Mr. Berube asked did we cover everything Mr. Haskett had on his list?

Mr. Haskett stated yes.

Mr. Berube stated I am sure there will be more reviews by staff and the attorney once the changes have been incorporated.

- Rule 5.2, Boating Equipment Condition: no change
- Rule 5.3, Boat User Reporting: no change
- Rule 5.4, Dock Master is Final Authority: no change
- Rule 5.5, Dock Master Doubts User's Capacity to Operate: no change
- Rule 5.6, Security Deposit: no change pending the discussion during the regular meeting regarding the online boat reservation system
- Rule 5.7, Orientation: no change
- Rule 5.8, Inspection Prior to Boat Use: no change

Mr. Walls stated no matter what we do here, I want to be sure we keep an official log showing that someone returned the boat and everything looked good. If we ever had to go after someone, we could say it was fine until one particular resident took out the boat when it was returned with some damage.

Mr. Haskett stated yes.

Mr. Berube asked does that happen now?

Mr. Haskett stated yes, on the form but on the reservation system, the staff can go on the computer and make those notations including the time it was returned and the number of people.

Mr. Berube stated this new system will handle a lot of things we have struggled with. Mr. Haskett stated I think so.

- Rule 5.9, Inspection Upon Return of Boat: no change
- Rule 5.10, State and Federal Laws: no change
- Rule 5.11, Dogs and Other Pets: no change
- Rule 6.1, General Use of Soccer, Volleyball, and Basketball Facilities: *remove Rule 6.1.10*

Mr. LeMenager stated Rule 6.1.10 is unenforceable. It says that these facilities are for District residents only, but that is not enforceable. There is no point in having it in there.

Mr. Berube asked is this for rentals?

Mr. LeMenager stated no.

A Resident stated the soccer field is used for Pop Warner all the time.

Mr. LeMenager stated that is a special event where they submit an application to make a reservation. In general, anyone can come along, bring out a soccer ball and use the field. You cannot limit it to residents because it is a public facility.

Mr. Walls stated if you are an outside group that wants to use the facilities, you need to know that you schedule that.

Mr. LeMenager stated yes, and that is already covered in other rules for special events.

Ms. Kassel stated this means individuals. It does not necessarily mean a special event like Pop Warner.

Mr. LeMenager stated we have plenty of rules for events. This basically says that a single person who lives in St. Cloud could not come over and play in the soccer field, and that is not true.

Mr. Walls stated instead of removing it, I think we clean it up to say if you want to use it, here is what you do depending on who you are.

Mr. LeMenager stated it is already in the rules.

Ms. Kassel stated it is a public facility.

Mr. Walls stated if I am a Pop Warner league president, I cannot just bring my team over to the soccer field.

Mr. LeMenager stated that is in other places in the rules already.

Ms. Kassel stated this is for individuals.

Mr. Berube stated the way this is written where it is located, it is for District residents only unless such use by the general public qualifies as an event. Then the applicable event fees and charges are paid as set forth in Rules 8.6 and 8.7. I think they are anticipating if you are going to bring in a team, then you will need to pay for it.

Mr. Walls stated yes.

Mr. LeMenager stated the point is, the general public can use those facilities, period.

Ms. Kassel stated that is correct. If two parents and their son want to come and play on the field, they can.

Mr. Walls stated that is not what I am talking about. I am talking about organized activities with outside groups.

Ms. Kassel stated that is dealt with elsewhere. This says that if you are not a District resident, then you cannot use the facilities unless you do so as part of an event. It says you cannot use it if you are not a District resident.

Mr. LeMenager stated that is what Rules 7 and 8 are all about.

Mr. Walls stated I am fine with that as long as we specifically define these facilities in Rule 8.

Mr. Berube stated we will remove 6.1.10.

Mr. LeMenager stated yes.

Mr. Moyer stated there is nothing that says that all of the facilities cannot be subject to the requirements of 3.3, which is that you become a member. If you pay \$1,000, then you get to use all of the facilities. If you do not pay \$1,000, then you do not get to use the facilities.

Mr. Walls stated that is where I am going with this.

Mr. LeMenager stated you cannot do that. It is like when Mr. George Schiro was asking about the facilities being open. He wants large gates so that no one from outside Harmony can ever get in. The example I gave was the beach in St. Cloud. We do not pay for that, but it is there, and there is no way to restrict access. My point here is, it is a public park, end of story. Mr. Walls stated if I want to take my kids to play on the soccer field, I pay for that soccer field as a resident. If I go there and a Pop Warner team from St. Cloud is playing on the field, then I cannot use it. They do not pay anything.

Mr. LeMenager stated they do not have that right because that is a special event.

Mr. Walls stated that is something I want to be sure we do not take away. What Mr. Moyer is saying is we can apply that to all facilities whether they are access restricted or not.

Mr. Moyer stated these are facilities of the District that the public has access to if they pay a fee. The fee is what makes these public facilities. They are all public facilities if they pay the fee, and none of them are public facilities if they do not pay the fee.

Mr. LeMenager stated then read 6.1.1. This is over-lawyering it. The bottom line is, never say the same thing twice in a contract. Essentially 6.1.1 and 6.1.10 are addressing the same issue.

Mr. Berube stated the attorney who wrote this is not in touch with reality on the ground here in Harmony and does not know what the soccer, volleyball and basketball facilities even look like.

Mr. LeMenager stated my point is that this is already covered in other places. All of these facilities are generally open for recreation during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities. Use of the soccer and volleyball facilities is subject to event fees and charges as set forth.

Mr. Berube stated 6.1.10 does not really need to be there.

Mr. LeMenager stated it is superfluous.

Mr. Berube stated we gave away the ability to regulate 6.1.10 a while ago when we decided to put access card access only at the swimming pools and the dock.

Mr. Walls stated we did not give it away.

Mr. Berube stated no, but we made the decision not to fence those other areas.

Mr. Walls stated theoretically we can ask non-residents to leave a CDD facility if they have not paid the fee.

Mr. LeMenager stated no, you cannot because it is not enforceable.

Ms. Kassel stated just because it is not enforceable does not mean you cannot ask for it. Maybe it is not as easily enforceable because it is not fenced. You can still enforce it.

Mr. LeMenager stated no, you cannot. We have zero power of enforcement. This body cannot enforce anything. The only body that can enforce anything is the sheriff.

Ms. Kassel stated that is different. It is still enforceable, just not by the CDD.

Mr. LeMenager stated the sheriff will laugh at you if we call them because some kids from St. Cloud are playing on our soccer and we want them removed.

Ms. Kassel stated none of these rules are enforceable except if you take someone's access card away. These rules are enforceable by the sheriff as much as anything. No matter what you create, what we have here and what we are working on is pretty much the same whether it is a gated facility or a non-gated facility.

Mr. LeMenager stated they are public parks.

Ms. Kassel stated so is the school.

Mr. LeMenager stated no, those are regulated. They have fences and access points. To me, it is absolutely no different than going to Orlando and enjoying one of their public parks. It is still the same thing.

Mr. Walls stated I understand that. If someone from outside of Harmony is walking around the lake, I do not think anyone will give them a hard time. But if there is a group that is misusing our facilities, we need to be able to make sure they stop doing that.

Mr. LeMenager stated they need to register. There are still a lot of places where you can do that.

Mr. Berube stated I am very confident that we have that ability. I will exercise a little bit of executive discretion at this point and tell the manager to remove 6.1.10 to appease Mr. LeMenager so we can move forward.

• Rule 6.2, Use of Facilities by Children: remove this rule

Mr. LeMenager stated this rule says children must be under adult supervision to use the facilities. I live aeross the street and kids are there all the time without any parents. This rule is unnecessary.

Mr. Berube stated in light of these facilities, I think this can be eliminated, also.

Mr. LeMenager stated I agree.

Mr. Berube stated there is no one to enforce it.

Mr. LeMenager stated besides, it is really fun watching the little kids play on the soccer field.

Rule 6.3, Waiver of Liability and Indemnification: no change

- Rule 6.4, Damages, Repairs and Inspection: no change
- Rule 6.5, Participants and Attendees: no change
- Rule 6.6, Abandoned Property: no change
- Rule 7.1, Facility Reservations: change "District" to "District Manager" throughout as the person to receive use applications

Mr. LeMenager stated I have no comments on special events. I think they work pretty well.

Mr. Walls stated this says, "Use of District facilities is scheduled on a 'first come, first served' basis. The event organizer must submit a use application to the District." I would like to amend this to say to the District Manager. Then we have a single point of contact on these events. So wherever it says "District" will be changed to "District Manager."

Mr. Berube stated the next rule addresses that.

Mr. Walls stated I would like it to just be the District Manager.

- Rule 7.2, Event Approval or Denial: change "District" to "District Manager" throughout as the person to receive use applications
- Rule 7.3, Review of Application: change "District" to "District Manager" throughout as the person to receive use applications
- Rule 7.4, Event Logistics: change "District" to "District Manager" throughout as the person to receive use applications
- Rule 8.1, Maintenance of Facilities Used for Special Events: no change
- Rule 8.2, Inspection of Subject Premises Following Event: no change
- Rule 8.3, Signs: no change
- Rule 8.4, Event Times: no change
- Rule 8.5, Assumption of Risk: no change
- Rule 8.6, Special Events Fees and Charges: discussion in progress for a fee schedule

Mr. Walls stated I would like to develop a specific fee schedule for different facilities in 8.6.1. If there is an outside group that wants to come and use these facilities, which happens quite often, in an effort to be fair to the people who do pay for them, we will request these groups pay a fee to use the facilities. If they want to hold an event at Town Square or hold a practice or have their league take up space at the sports fields, there needs to be some kind of compensation to the resident owners of the properties who pay for those facilities. The reality is, if you have an event in Town Square, people are generating garbage and they are creating a maintenance issue for our landscape contractor. We have to pay for all these things, so there needs to be a fee when these groups want to reserve our facilities to cover those costs, to be fair to everyone. I do not care who you are, you pay the fee.

Mr. Berube asked what if it is the school?

Mr. Walls stated they pay the fee. The only thing I would be open to, and I do not know if we are allowed to do this, is sponsor certain events where we are listed as the sponsor so that people know that their CDD fees went to pay for a certain event. That is not to give us a pat on the back that we sponsored the school, but it is for people to be aware that the CDD is paying for these things to happen.

Mr. Berube stated one that comes to mind is the concert in Town Square at Christmas. The form says they have to submit a \$250 deposit. Are we collecting those deposits?

Mr. Moyer stated yes, we are.

Mr. Walls stated those get returned after the event.

Mr. Berube asked what if that becomes a \$250 non-refundable deposit?

Ms. Kassel stated then it is not a deposit.

Mr. Berube stated a non-refundable deposit turns into a usage fee, presuming there is no damage. If there are damages that exceed the \$250, we need to address that.

Mr. LeMenager asked do we want to charge fees for it? We are still a little place in the middle of nowhere. I think we want to encourage people to come out and do that kind of thing. Maybe when we are a destination, that might make more sense. Right now we are a wonderfully transformed cow pasture that is not very close to anything.

Mr. Walls stated for me, this is simply a matter of fairness. Everyone who lives here is paying a fee to make these facilities available. As it stands now, anyone and everyone can come out and use these facilities and not pay a dime.

Mr. Berube stated which they do.

Mr. Walls stated yes, they do. How is that fair to the people who are paying for it? These people are not doing it because they want to drive construction and business here in Harmony. They are holding these events for their own personal benefit or the benefit of their organization or whatever it might be. I think we need to be fair about it and make sure that people pay the cost of that event.

Mr. Berube asked what is the cost?

Mr. Walls stated that needs to be hashed out. Maybe it is a fee based on the particular facility or based on the hours of use. We just need to come up with a reasonable amount.

Mr. Berube stated let us say we agree to charge \$250.

Mr. LeMenager stated that is too much.

Mr. Berube stated if we change \$250 four times a year, that is \$1,000 that people give us to use something here.

Mr. Walls stated let us assume I want to bring an event here, like the Dark Sky Festival, that brings thousands of people to the event. Is that worth \$250? If I am holding an event that has 20 people, it is too much.

Ms. Kassel stated it needs to be tiered.

Mr. Berube stated we could have a policy of a tiered system. I think that works.

Ms. Kassel stated for events with fewer than 25 people, there is no fee.

Mr. Berube asked how do you know how many people will be there? Everyone will tell you 24 people will show up.

Mr. LeMenager stated let us use the example of the choir that wants to put on a concert here. What is our cost going to be? There will be a little extra garbage that needs to be cleaned up.

Mr. Berube stated there might be some damage to the grass.

Mr. Walls stated there is a cost in making the facility available. We paid for the facility, so there is a capital component.

Mr. Farnsworth stated it is already available.

Mr. LeMenager stated there is a choir who wants to come here for a concert for the community, but we are going to make them pay a fee. It is like shooting yourself in the foot.

Mr. Farnsworth stated that does not make any sense at all.

Mr. Berube stated when you start eharging a fee and put it on a tier, I see an immediate problem. The choir is going to put on a concert. If our fee schedulc is tiered at 25, 50, 100, and 1,000 people, the promoter is going to tell us they only had 24 people here, and the other 976 just showed up and were not authorized. So they will want to fall

into that lowest category for the lowest fee. That is what will happen with the fee. How do we collect it? I am not necessarily against what is being suggested.

Mr. Walls stated there are mechanisms to handle all of this. I am not saying we need to figure it out tonight. But I think as a matter of fairness, we need to do it.

Ms. Kassel asked are we talking about Town Square or the pool or the soccer fields?

Mr. Walls stated everything.

Mr. LeMenager stated we are talking about events that are for the benefit of residents.

Mr. Walls stated so we are telling non-residents if they want to bring their families out here and use our pools and our boats, they have to pay \$1,000. We are all fine with that. What is the difference with someone coming out and using other facilities?

Mr. LeMenager stated they are not using it. They are providing a service. The perfect example is this choir that wants to put on a concert for us.

Mr. Walls stated but they are inviting people from everywhere.

Mr. LeMenager stated that is wonderful.

Mr. Berube stated Mr. Haskett referred to a resident earlier who had a big party at the boat dock during the summer. If I am not mistaken, that resident is affiliated with the church. This is the group that plastered the gate open, they were on the boats, they had use of the boats for four to six hours that day, and they did all that based on one resident with his following to the exclusion of residents who wanted to use them. When they were done with the boats, the batteries were dead, so they needed several more hours of charging on the batteries where residents could not use their boats.

Mr. LeMenager asked did they apply for a special event?

Mr. Walls stated they did, and they were approved. Right now, anyone can come out and do that under our rules and not pay a dime.

Mr. Berube stated under 8.6.1, we have the ability to collect fees. It is already in the rules.

Mr. Walls stated but there is no fee schedule, and there is no one collecting fees. That is what I am telling you we need.

Mr. LeMenager stated I would be in favor of that.

Mr. Walls stated I would like to see one that is implemented and used.

Mr. LeMenager stated I am fine with that. I think a lot of the fees will be zero or \$20, just to cover picking up the trash.

Mr. Walls stated we can look at what other comparable facilities charge by the hour. It is not that difficult.

A Resident asked is there a fee when someone wants to have a pool party or a birthday party at one of the pools?

Ms. Kassel stated no, there is a deposit.

Mr. Walls stated I think we need to come up with a number. If you have an event that has more than 20 people, maybe you should pay a fee.

Mr. Moyer stated I have seen birthday parties with more than 20 people. It is not uncommon to have 30 or 35.

Mr. Walls stated I agree. We need to come up with a number and what qualifies as an event.

Ms. Kassel stated what qualifies as an event is already in the rules.

Mr. Walls asked at what point do you start charging a fee? At a certain point, you pass the level of being reasonable.

Mr. Berube stated Fishhawk has a fee for an event with 50 people at their pool from 12:00 noon to 5:00 p.m. of \$100 and from 6:00 to 11:00 p.m. is \$150. At the clubhouse with 30 people from 12:00 noon to 5:00 p.m., the fee is \$50 and from 6:00 to 11:00 p.m., the fee is \$100. A different clubhouse with 45 people has a fee of \$75 from 12:00 noon to 5:00 p.m. and \$125 from 6:00 to 11:00 p.m. They have gone in that same direction.

Mr. Walls stated it makes sense.

Mr. LeMenager stated that is for facilities like they have listed. If the Pop Warner people want to play football on our soccer field, are we going to charge them money?

Mr. Walls stated yes, because they are doing that to the exclusion of other people who are paying money for that field.

Mr. LeMenager stated we are not going to agree on this one.

Mr. Berube stated other Districts have facilities that are open to the public and have outsiders come in.

Mr. Moyer stated Harmony does not get to this level yet, but as Mr. LeMenager knows, through a variety of groups, Celebration sponsors some very well-attended activities. The 4th of July event probably draws more people than the City draws.

Mr. Berube stated you cannot get near the place.

Mr. Moyer stated that is correct. Halloween is the same way. That Board is wrestling with the same type of discussions you are having. At some point, does it really benefit the community anymore or does it become a negative to the community? There are some people in Celebration who would argue that having the 4th of July event is the most ridiculous thing we could be doing because it basically shuts down the town.

Mr. Berube stated if you have ever been there on the 4th of July trying to get around at night, you would agree.

Mr. Moyer stated I have not thought this through, either, but I will offer some things for your thoughts. Someone needs to make the determination who is the primary beneficiary of the activity. If it is Harmony, as Mr. LeMenager is saying and is an activity intended for the residents to enjoy, then I think it is fine for them to pay. If we are drawing from the east side of Kissimmee over to Melbourne, that is a totally different thing.

Mr. Walls stated for the Dark Sky Festival, I would be happy to vote to sponsor that event as the CDD by providing the facilities for that event to happen, and we are not going to charge them because it is available to all residents, unless it becomes a hindrance to residents where they do not like it. Those things I am fine with. When you start shutting down pools or boats or fields that residents have paid for and want to use because outside groups are coming in and using them, then I have a problem.

Mr. Berube stated we usually see the applications a fair amount of time in advance because they go through the manager's office. Does it satisfy your request to say that we will look at each of those applications at the appropriate time at the Board meeting and decide on a fee based on what we see in that application?

Mr. Walls stated if we are going to have a fee, then we need a fee schedule that lays it out so everyone knows what the fec is going to be.

Mr. LeMenager stated I agree. We might have more discussions on what the fees should be, but I think Mr. Walls is making a very good point in asking for a fee schedule.

Mr. Moyer stated we have not really made people abide by the 15-day requirement for small events. We turn around permits in a day.

Mr. Berube stated I understand.

Ms. Kassel stated these rules when they are amended should be given to anyone who is picking up a card.

Mr. Haskett stated that is happening.

Mr. Walls stated we can also provide the link to them on the website.

Mr. Haskett stated that is part of the package when they get the form to fill out for the access cards.

Mr. Berube stated the application for special events may also move over to the online reservation system. When we discuss that system, we can include the fee schedule into the system, which gives us more time to think about what it should be.

Mr. Walls stated I am fine with that, as long as we move toward getting this.

Ms. Kassel stated I just do not know if it needs to be codified in the rules.

Mr. Walls stated we would not put the fee schedule in the rules. You would refer to the fee schedule.

Mr. Berube stated the rules refer to a resolution for the specific fees.

- Rule 8.7, Damage Deposit: no change
- Rule 8.8, Indemnification and Hold Harmless: no change
- Rule 8.9, Insurance Requirements: no change
- Rule 8.10, Special Event Approval: no change
- Rule 8.11, Responsibility Statement: no change

FOURTH ORDER OF BUSINESS Other Business

There being none, the next order of business followed.

FIFTH ORDER OF BUSINESS

The next regular meeting is scheduled for Thursday, November 21, 2013, at 6:00 p.m.

Adjournment

The meeting adjourned at 6:05 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, October 24, 2013, at 6:00 p.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 Moyer	Manager: Moyer Management Group
Tim Qualls (by phone)	Attorney: Young vanAssenderp, P.A.
Mark Catanese	Jungle Lasers
Todd Haskett	Harmony Development Company
John Miklos	Bio-Tech Consulting
Residents and Members of the Public	-

FIRST ORDER OF BUSINESS

Roll Call

Mr. Berube called the meeting to order at 6:15 p.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 September 26, 2013, Regular Meeting

Mr. Berube reviewed the minutes of the September 26, 2013, regular meeting, and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 21 should be \$50 per square foot instead of \$500.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to approve the minutes of the September 26, 2013, regular meeting, as amended.

THIRD ORDER OF BUSINESS

Audience Comments

Ms. Donna Goldberg stated I am President of the Ashley Park Condominium Association. Some of our residents ride bicycles fairly early in the morning for exercise. They asked me to come to the CDD Board to ask if you could keep people from parking in the bicycle lanes. They stay on the bicycle lanes, but people are parking there, especially when they drop off their kids in the morning.

Ms. Kassel stated we wish we could help you.

Ms. Goldberg stated I know, but I told the residents I would raise the issue. The other item is, I have also been made aware that early in the morning, kids riding their bicycles to school when it is still a little dark out. Kids do not have lamps on their bicycles, and they are very hard to see when people are driving in their vehicles. I do not know what can be done for kids to have lights on the front of their bicycles when they are riding to school.

Mr. LeMenager stated that sounds like something that would be useful to have a discussion with the principal. Maybe they can have a safety presentation at the school.

Ms. Kassel stated for the parents. In terms of the streets and the bicycle lane, that is a County issue because the roads are County roads. The sheriff would have to enforce that, not the CDD. We have no jurisdiction over the roadways.

Mr. LeMenager stated the bicycle lanes are not really legal. The line is drawn on the road, but they have no basis in legality. I suggested what to do to Mr. Jim Lentz a long time ago if he really wanted bicycle lanes, which is to create another completely separate sidewalk system. This system is no system whatsoever.

Mr. Farnsworth stated a lot of kids actually do ride on the sidewalk, in which case, except where they have to cross a road, they might run into a pedestrian, but they will not get hit by a vehicle.

Ms. Goldberg stated this resident mentioned that she did not see the kid on his bicycle because of the lighting at the time of the morning, and he did not have lights on his bicycle. She was concerned.

Mr. Berube stated some kids ride in a fairly crazy fashion, too.

Ms. Goldberg stated I indicated that I would mention something at today's meeting.

Mr. Berube stated they are two admirable requests, but unfortunately we are not able to do anything for them.

Ms. Goldberg stated at least I have direction to tell the residents.

Mr. Berube stated call the Osceola County sheriff's non-emergency number and ask them about the bicycle lanes.

Mr. Farnsworth stated the suggestion to talk to the school was also a good idea.

Ms. Goldberg stated I will talk with them.

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Ms. Kassel stated riding on the sidewalk would be darker than riding on the streets because the street lights illuminate the streets in most places.

Mr. Berube stated if you are on Facebook and a part of the Harmony Families group, post something on that subject and see what happens. Most of the kids' mothers are in that group, and you will get a response.

Mr. LeMenager stated that is true because someone is on there frequently complaining about the drivers while the kids are waiting for the bus.

Mr. Berube stated that is correct. That page gets a lot of attention.

FOURTH ORDER OF BUSINESS Subcontractor Reports A. Aquatic Plant Maintenance – Bio-Tech Consulting

i. Monthly Highlight Report

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

Mr. Miklos stated Mr. Greg Lanzano will be out here next week to review and treat the ponds.

ii. Proposal for Quarterly Pond Maintenance

Mr. Berube stated this proposal is to change our maintenance schedule for all ponds to quarterly instead of monthly.

Mr. LeMenager stated I think the ponds are looking rather ratty. I do not think they look as good as they used to. I do not know that we necessarily want to do less than what we are doing now. I could be wrong, but I do not think they look as nice as they once did.

Mr. Walls stated they are definitely fuller now.

Mr. Berube stated I have not seen a negative.

Mr. Walls stated this proposal is not to reduce the level of service that we are getting on the CDD-owned ponds. It is to bring the golf course ponds in line with the same level or service as the CDD-owned ponds.

Mr. Berube stated that is correct; we are not changing the level of service for CDDowned ponds. This proposal is to expand quarterly service to all ponds. We have quarterly service for nine ponds, everything except for the golf course ponds which are monthly, and we made that change a little more than a year ago.

Ms. Kassel stated so now we are talking about moving every pond to quarterly service.

Mr. Berube stated that is correct, moving everything to quarterly service.

Ms. Kassel stated so that is reducing our service.

Mr. Farnsworth stated but not the golf course ponds.

Ms. Kassel stated yes, this proposal says for the 34 CDD-owned and golf course ponds.

Mr. Farnsworth asked how did we get involved with the golf course ponds?

Mr. Berube stated we are responsible for maintenance of all ponds.

Mr. Farnsworth asked including the golf course?

Mr. Berube stated yes.

Mr. LeMenager stated including the ones we do not own.

Mr. Berube stated they are all part of a stormwater system that is all integrated. They should all get the same maintenance throughout to maintain the integrity of the flood-control system, which includes the maintenance of their ponds.

Mr. LeMenager stated it works really well, and we definitely want to keep it in good shape.

Mr. Berube stated about a year ago, we took nine ponds and reduced them from monthly service to quarterly service. We held back on the balance of them and kept them at monthly service, which are largely on the golf course, to see what the effect was. Now we are proposing going from nine ponds on a quarterly service schedule to all 34 ponds being on a quarterly service schedule, in light of the fact that they have not changed much.

Mr. Farnsworth asked does the golf course have any say in it?

Mr. Berube stated not for the maintenance of the ponds. That is up to us.

Mr. Walls stated if they wanted to have a certain aesthetic look on those ponds, they could pay for that themselves.

Mr. LeMenager stated which they have done.

Mr. Walls stated we are talking about the basic maintenance that keeps the stormwater ponds functioning properly.

Ms. Kassel asked is it Mr. Miklos's opinion that quarterly maintenance on the golf course ponds, as well as the other ponds, will be sufficient?

Mr. Miklos stated I would prefer to come out monthly. I think it has been working fairly well, but that is completely up to the Board. Coming out quarterly, I think you will

notice my presence a little more. If you give the ponds three months to grow, then we come out and perform our service, it will be more of a big event for spraying and hand removal. Now, I come out every month and spot spray in various locations and remove some of the exotics. For quarterly service, I would have to come and do a lot more work to the ponds so you would see more dead material because the ponds would be more overgrown. I personally think the monthly service level is better based on being out here in the field.

Mr. LeMenager stated if we are looking at Lakeshore Park and that is being serviced quarterly now, then that is probably why I do not think it looks as good.

Mr. Berube stated the big negative I see is addressing the filamentous algae.

Mr. Miklos stated that makes the water look like pea soup.

Mr. Berube asked is that difficult to get rid of?

Mr. Miklos stated yes.

Ms. Kassel stated it will be worse if we let it go for three months.

Mr. Miklos stated the proposal does say that if we need to come out, we will come out one time for no charge. It is hard to fight the algae. If you notice on the golf course ponds, I believe pond 16 which is a little pond in the back, it has algae on it all the time. I will spray it and come back, and it looks like I never did anything.

Mr. Berube asked which is better to deal with filamentous algae, monthly or quarterly?

Mr. Miklos stated monthly, definitely during the summer.

Mr. Berube stated monthly or quarterly does not make a lot of difference in its growth. It is difficult to get rid of whether you treat it monthly or quarterly.

Mr. Miklos stated that is correct. It is hard to get rid of no matter what. If the pond has a three-foot to four-foot ring around it when I come every month, I can keep it to that size, or I can get rid of it altogether. If I come every three months, the pond may be totally topped out, I will have to add a lot more chemical to be able to get rid of it, and you are using more chemical all at once instead of spreading it out over 12 visits versus four or five with monthly service.

Mr. Walls asked are the algae impacting the drainage function of the pond?

Mr. Miklos stated I would not think so unless it gets really thick and clogs up. As long as you keep it away from the outfall structures, for the most part.

Mr. Berube asked are the outfall structures in the center of the pond down deep?

Mr. Boyd stated no, they are on the edges. If you have a bad surface bloom, it could get into the outfall structure.

Mr. Berube stated you are referring to the concrete structures.

Mr. Boyd stated that is correct.

Mr. Miklos stated not the ones in the woods and wetlands but the ones that are actually in the ponds.

Mr. Boyd stated it will block the orifice that lets the water out over a slow period of time. It could also block the outfall itself.

Mr. Berube asked do the ponds have a major drain in the center down deep?

Mr. Boyd stated it depends on which pond you are talking about.

Mr. Berube stated the long one at Lakeshore Park.

Mr. Boyd stated yes, they are connected to each other, and the last one has an overflow that goes into the wetlands.

Mr. Berube stated so it would be almost impossible to clog up the one at Lakeshore Park.

Mr. Boyd stated the algae will not go down that deep.

Mr. Miklos stated algae will grow deep, but once the algae grow and become buoyant, that is when you see things getting clogged up.

Mr. Berube asked if we really wanted to attack that without chemicals, what is the alternative? To rake it out?

Mr. Miklos stated yes.

Mr. Berube asked can you get it?

Mr. Miklos stated it would be a lot of work. Raking it out might not get rid of it. Chemical treatment is really the best way to get rid of it. Raking it out helps but it grows down to the bottom, and I will not be down there with a snorkel and a mask trying to get rid of it. We have to wait for it to get to the top. The chemical is the best way to eradicate it. Weather and temperature changes in Florida impact the ponds. I treat ponds all over central Florida, and there are some where I have never seen algae in them ever, then there are ponds where I cannot keep the algae out at all.

Mr. Berube stated we have a couple ponds like that.

Mr. Miklos stated it really depends on the chemistry of the water and how everything works.

Ms. Kassel asked based on this information, do we want them to submit another contract proposal for monthly?

Mr. Berube stated I think we will have more discussions in how we want to change. I think the manager's office can submit it to them based on our conversation.

Mr. LeMenager asked does it make sense to have more treatments during hurricane season and less during the rest of the year? That is mainly what they are there for, a rain event like Tropical Storm Fay.

Mr. Miklos stated we have not had an active hurricane season in a while. The season comes every year, but we have not had a decent hurricane or anything of that level.

Mr. Berube stated with or without weeds, the ponds will absorb water and expel water, with the exception of what Mr. Boyd mentioned where the smaller orifices are clogged that control the outflows. On a realistic basis, the more green material in the pond, the better off we are. It is soaking up water and nutrients, which is exactly what we want to have happen. We have been planting ponds for years, planting materials to absorb excess nutrients. To a limited degree, you do not want to let them get overgrown.

Mr. Boyd stated it is a dual activity. You are trying to maintain the function but if you let them go, the aesthetics can get really bad and hard to recover.

Mr. Miklos stated it is hard to recover once things have gotten bad because it is hard for me to be selective on things and not kill the pickerel weed but get rid of what is growing on the top of the pond. Then we end up mechanically removing that material on 34 ponds. Once you let it go, it is a lot of work to get it back where it needs to be.

Mr. Berube asked if we exclude the current proposal we received, is the maintenance being provided now working well?

Mr. Miklos stated I think so.

Ms. Kassel stated even though you are providing quarterly service on the CDDowned ponds.

Mr. Miklos stated that is correct. The golf course ponds are still being serviced monthly. To be honest, if I am out here, I look at all the ponds. I think there was a home owner living off pond 34 who would call and complain, so I treat that pond every time I am here. I do not want to be here and then a couple days later, someone calls with a

complaint and then I have to come all the way back out here. I may not treat them all, but I at least take a look at them every time I am here.

Mr. Berube asked is there something we should do differently today?

Mr. Miklos stated I do not think so. I think it is working for the most part. As long as you are happy with the way things are looking, I am happy with how things are going now.

Mr. Berube stated I reviewed the proposal they submitted. It comes down to significantly less maintenance for just a little less money. I think it was 10% or 11% less money. It is always nice to save money, but after listening to what Mr. Miklos said, the path we are on right now seems to be working. I would say to save \$1,300 or \$1,400 is risky.

Ms. Kassel stated I agree.

Mr. Walls stated I was disappointed with the amount of the proposal. They reduced the amount of time they come out by two-thirds, but they only reduced the cost by 11%. If that is their proposal, then so be it. If we are going to stay with the schedule we have now, then instead of having specific ponds that are treated monthly or quarterly, the ones they treat monthly are the problem ponds, wherever they may be, whether they are golf course ponds or CDD-owned ponds. They should come out and address those.

Ms. Kassel stated essentially, that is what is happening now.

Mr. Walls stated that is correct, but I want to codify that is the plan and go about it that way. I do not think it makes sense to treat certain ponds on a monthly basis, no matter what they look like, and others are treated quarterly, no matter what they look like. I would like to come up with some type of plan where the ponds that need attention monthly are treated monthly, and the ones that need it quarterly are treated quarterly.

Ms. Kassel stated my only problem with that is, right now, that is pretty much what we are getting and we are paying a certain price for it. If they issue us a new contract, the price may increase.

Mr. Walls stated these are just our instructions to them. They are doing the same amount of work.

Mr. Berube stated that is correct. We will continue on the same plan they are doing now, based on what we heard from Mr. Miklos tonight, treating things as needed. Mr. Walls stated yes, that is what he said. It is not necessarily for specific ponds, but just do what you need to do when you come out here. We are not changing anything else.

Mr. Berube stated when I reviewed the proposal, I think the owner of Bio-Tech figured out what they are really doing when they are out here and priced it accordingly that they are going to do more work in between, as needed.

Mr. Moyer stated so on an informal basis, Mr. Haskett can say there are three ponds back here that look great but two up here that look terrible, and he can direct them to treat those two this month and leave the other three. That is the way I envision doing it.

Mr. Berube stated we are not going to change their contract at all. The proposal was a nice request, but we will leave it alone.

Ms. Kassel stated so we are not codifying anything. We just have an informal understanding.

Mr. Walls stated it is codifying the fact that we are asking him to do it.

Mr. Berube stated I think Mr. Haskett handles vendors pretty well. I have never had a problem with their services. I am just trying to make sure we are doing the right thing.

Mr. Haskett stated they do a good job. They will do right by us.

Mr. Berube stated officially we are dismissing the proposal to switch to full quarterly pond maintenance.

B. Reservation System

Mr. Berube stated we discussed a proposal last month, which was forwarded around.

Ms. Kassel stated I have not seen it.

Mr. LeMenager asked is it in the agenda package?

Ms. Kassel stated no.

Mr. Berube stated we had some conversations at the previous meeting that we are going to try to consolidate a lot of activities into this reservation system if we go with it.

Mr. Catanese stated my company is based out of New Jersey. We do a lot of work in the northeast. Our product was called National Geomatica, and we have gone to the next generation of that product, which we now call Geo3.0 (*jee-oh-three-oh*). This product is an enterprise system that is web based and can be used for everything generally. What we do specifically is tailor it toward municipal applications for everything from dog licensing to rental registrations to parks and recreation applications. We have a variety of things from planning and zoning through recreational applications. This system is based on Progress Pacific, which is a big company out of the Boston area. They are a global company and a big software development firm. It is platform-as-a-service product. What we do as the service vendor and a partner of Progress Pacific is create the applications for our clients. We would set a client up with what we call a zone, and then we put the applications they are going to use into that zone. We have developed over 300 applications for various towns. We can take those as templates. For example, say you want a dog licensing application. We might take it from another town, insert it into your system, you tell us what you like and do not like about it, and then we tailor it to meet the needs of the client who is going to be using it. We can also build things from scratch. When I talked with Mr. Haskett about the boat reservation system, we did not have anything specifically like that, but we would build it from scratch based on the need. The nice thing about it is you can use as little or as much as you want. Everything ties together in the system through integrated databases. I went to the County and pulled all the tax data for the various properties within Harmony. You can click on one of these properties. It will pull up the property records and show the owner, the address, and other information. You can attach maps to this so we can tie into Bing, which will zoom in and show that property. You can tie in the access cards. You can tie in any complaints or violations or whatever you want to manage that comes down to a property level.

Mr. Farnsworth asked would this mean that the HROA and their enforcements could be tied into this same database?

Mr. Haskett stated they could, but I doubt the management company would want to do that since they have their own proprietary software. I do not think we would want to comingle HROA and CDD software.

Mr. Catanese stated you can use as much or as little as you want. If that is something you want as far as the system is concerned, yes it can be done. It depends what you want to do with it, which is up to you. I spoke with Mr. Haskett about the boat reservation system, and we developed a product that I can demonstrate. The idea behind it is internally, you will be able to manage the boats. You will see how much they are being utilized, see the wait lists, and see the schedules. People can go out and open the dock, make sure the boats are coming back undamaged, and everything can be managed through the administrative side as well as allow for the public to be able to reserve the boats through your website. They just login, reserve one or more boats for a certain period of time. You can have their records saved, whether they have taken the boating

class, whether they have left a deposit on retainer or by check, and when that is released. I have all the boats entered, including the kayaks, pontoons and fishing boats.

Mr. Berube stated you mentioned the deposit system that your program will handle. What is the back office side of that? Do you have an office that handles payments? Or will that be up to us to settle or set up how people leave a deposit on the boats?

Mr. Catanese stated we can do that several ways. You can continue with how you are doing it now and it is just noted in the system. If I have a registration in the system, then I can login and make my reservations. If I were to leave my deposit on retainer, you would then mark it in the system that I left my deposit and I do not need to drop off a check every time I reserve a boat. Or if I decide I do not want to do it that way, you can manage it through the system. It will say that I have or have not dropped off my check. When I am done with my reservation, that check will be returned to me or I may say to keep it for the next reservation.

Ms. Kassel asked there is nothing already set up to do a preauthorization on a credit card that you can do through the system?

Mr. Catanese stated there is not, but we can tie it into a system that will do that. We have tied it into online payment systems through banks or to PayPal, which we can do for this system. If you have something you already work with and they have the ability to talk to external systems, then we can tie to it. Our system is open and it depends on what your bank system is.

Mr. Berube stated one of the things we struggle with now is the administration of deposits: cash, checks, credit cards.

Ms. Kassel stated a credit card could have expired seven years ago but no one checks them. Most of the credit cards have expired or the checks are no longer good, so what good are the deposits? We are not depositing the checks and we are not using the credit card number. We just have it on file if we need to use it, but we have not. That is why I asked if your system could do a preauthorization, so if someone puts in their credit card information, the system will preauthorize the card and see if that money is available, but it will not actually debit their account for that amount or collect that money.

Mr. Catanese stated we can hook up to an external system that does that. We have done that before. The user interface for this system can work through your website.

Mr. Walls asked is this hosted locally? Is it something we would host?

Mr. Catanese stated it is hosted on our system. The page runs on our system, but it can be framed into your website.

Mr. Walls stated you are talking about the design itself.

Mr. Catanese stated yes.

Ms. Kassel asked you are a resident of Harmony?

Mr. Catanese stated yes, we just moved in and we love it. When I log into the system, I get my own user page. From this user page, I will be able to see any of my current registrations. I would also be able to see if I have a deposit on retainer. The nice thing about a system like this is you let the system be the bad guy. If I do not have a deposit on retainer, then the system can say the reservation is pending until I arrange for that deposit or we verify the credit card or however you work it. If that is not done, then it is my fault. I have been told up front, and the system has told me I need a deposit. If you want to override that for someone, you can only look like the good guy. The system will give that message but you can take someone's check on a particular day or however you want to do that. That is something that can be shown on this page if you want that: the status of my deposit, the status of past reservations, if I damaged the boat in the past. Rules can be built into this to tell me that when I go to make a reservation, anything you want the person being told will be available.

Ms. Kassel stated we can have a boat use agreement that they have to agree to in order to complete their reservation. Then they are exposed to what the rules are, and they are agreeing to them. Right now, we have a paper copy, and no one looks at those after they are filled out. We would prefer to do away with that paperwork and have it on the system. Then anytime someone reserves a boat, they have to agree to these rules.

Mr. Catanese stated you either have to click to sign off or put in today's date or whatever is necessary, and that is required to complete the reservation.

Mr. Berube stated half is already there shown as "boat training completed." That is requirement number one. The other one will be the daily boat use agreement, which can be incorporated once and then it is in the system.

Ms. Kassel stated boat training being complete is something that administration has to input as being verified that they completed the training.

Mr. Berube stated that is correct. It is presumed that once boat training is completed, you sign the agreement that you have completed the training and you agree to all the liability releases and so forth.

Mr. Catanese stated that is part of the rules you would put into the system to show on the home page that I have completed the boat training program, or when I make a reservation, it will note that I have to complete this training before my reservation.

Ms. Kassel stated it could even be that we do away with the paper one altogether. Even for them to make a boat orientation appointment, they have to read all of the liability provisions and agree to them. Then we can do away with that piece of paper as well.

Mr. Berube stated yes. The less paper, the better.

Mr. Catanese stated once I go into the system, I see the calendar and you can set up the calendar anyway you need to. What I discussed with Mr. Haskett is that no reservations are accepted on Tuesdays. You can see all Tuesdays are blocked out. Another thing we discussed was reservations start 30 minutes after sunrise and end at 30 minutes before sunset. Those times change throughout the year, so we can put in the rules to make that change. When I go to select a time block, hours outside those parameters are not even available. What we set up is if there are reservations for a particular day but other boats or timeslots are open, the days appear yellow on the calendar. If the day is completely open, it is white. If it is not open or past, it turns gray. If I want to make a reservation for Saturday, it tells me all the boats are available. It shows the day at the top. Something we can set up with was to use a slider rather than picking blocks. I would set the slider to say what times I want to reserve the boat. If I want to reserve a boat for 9:00 a.m. to 1:00 p.m., this will show all the boats available. If one is reserved, it will show on the bottom as allowing me to put my name on a wait list. I can reserve multiple boats during that time slot. When I click "ok," it shows me what I reserved and the time slots. Then it wants to know who the passengers are. Since I am making the reservation, it allows me to put myself in. The question to the Board is, do you need the names of every passenger. Should that be required? Can I pull from the names of other people registered in the system? If my wife is in the system and has her card, do I list her name? Am I allowed guests? If they do not have an access card, may I take them as a passenger? You can let us know those types of things or if people should just type in their names.

Mr. Walls stated I do not think we need the names of passengers.

Mr. Berube stated I agree, just the name of the responsible party.

Mr. Catanese stated so it will be just whoever is making the reservation.

Mr. LeMenager asked can we reserve more than one boat at a time?

Ms. Kassel stated yes, if you want to reserve two or three kayaks.

Mr. LeMenager asked one person is going to use two or three kayaks?

Ms. Kassel stated I went kayaking yesterday and Rachel made the reservation for two kayaks. I came with her. Sharon came with us, and we did not call because we knew a staff member was going to be there so we would just get another kayak.

Mr. Walls stated I think we would limit motorized boats to one, but the kayaks and canoes can be reserved up to the number that are available.

Mr. Haskett stated the Board discussed not having passengers listed, but it is important to know the number of passengers so the staff can have the correct number of life jackets out.

Ms. Kassel stated I supposed it will not hurt to have that.

Mr. Walls stated I think you can have the number of passengers. I do not think you need their name.

Mr. Berube stated we need the name of the responsible party and how many people are in the party.

Ms. Kassel stated regarding the slider, I do not think we want people to be able to reserve a boat for the entire day. With that slider, they would be able to do that.

Mr. Catanese stated we can put rules in to limit motorized boats for four hours. There is another rule that you have to give the boat time to charge, so there is an hour between reservations. Those types of things can be programmed. We were under the impression that the deposit was per boat, but we learned that it is per reservation. This would be the one standard charge and will show how it is done. The deposit is either on retainer, and I would know that from my record when I logged in, or I can say I will give you a credit card or a check when I show up. If it needs to be tied into some sort of validation system, we can do it online and there can be a third button to address the deposit online. Once I am finished, the system can email them confirmation that the reservation is in the system showing all their information. Before the validation screen, we can show the rules and require they agree to them. Whatever you want the system to do, let me know and that

can be put in there. Once that is done, it is complete as far as the public is concerned. On this end, the reservation has been put into the system. To make it easier to be managed inhouse, we have come up with another calendar for the admin. That will let me go to a specific date and choose the date. Now I can see administratively what boats we have and what blocks of time they are being reserved for. We can set this up so that it can be printed for the staff to go out and meet people at the boats. Once the boats come back in, it allows them to make notes on them. This can be accessed from a laptop, an iPad, anything like that so you can access this in the field. If I need to make a comment or make changes, or if they returned it damaged, I can make a note that it was returned damaged and I can enter what the damage was and submit it. Whatever process you need to take from there can be done, but it is noted in the system what the result of that was.

Mr. Berube stated we have an iPad now. It has wireless capability.

Mr. Haskett stated that is correct.

Mr. Berube asked so it is both wireless and has local internet?

Mr. Haskett stated yes.

Mr. Berube stated I believe we could put this whole system on that and the staff could complete the boat inspections on the iPad right at the dock.

Mr. Haskett stated yes, that is the hope for the whole program.

Mr. Catanese stated if there is a checklist they need to complete, that can be put in there. It will make it easy to access to the iPad with drop-down menus and check boxes so it is easy to fill out.

Mr. Berube stated beyond the boats, we have a reservation system for facilities, such as pool areas, picnic areas as Lakeshore Park, and so forth.

Mr. Catanese stated those would be done in the same type of manner. We have done this in other towns, more of this type of reservation system since we have never done boat reservations. We have programs to reserve facilities and many of the systems we have designed take payments for that. Many of them have facilities where a room like this might be the whole room or half the room or the side of the room with the kitchen. We can set it up so that you can change it depending on what the people reserve. They change their fees based on whole room rentals or half rooms or whatever they reserve. All that can be built in. Mr. Berube stated we had a fee discussion as part of the workshop we had prior to this meeting. We decided to hold all of them, pending what we saw tonight. Many things we discussed earlier were predicated on this coming into existence here.

Mr. Catanese stated the nice thing about this system is that it follows what you want. We will make it do what you decide. This is the second generation of our municipal application process. We started out saying it was a dog licensing system, and this is how you use it. That does not work, because everyone does it a little differently and they have different needs. That is why we went to a system like this where you tell us how you do it. Obviously, you have something that works for your community, and you just want this as a tool to manage what you are doing in the real world. Whatever you need, this system can be changed to meet those needs.

Mr. Walls asked what if I am interested in reserving the boat every Saturday? Can you set up user specific rules that would apply to a specific user? Maybe they can only choose one Saturday in a month or something along those lines.

Mr. Catanese stated yes. Whatever those rules happen to be, we can include that in the system. You may say that you cannot reserve the boat more than one month in advance or you cannot reserve more than three times during a month. You decide what those rules are.

Mr. Walls asked you can apply those to specific users?

Mr. Berube stated you are trying to allow the system to block abusive use of the boats.

Mr. Walls stated yes.

Mr. Farnsworth stated it sounds like you would block an abusive action. It would not have to be a particular person.

Mr. Berube stated the system can just identify it. You want back-door office lockout ability.

Mr. Walls stated yes.

Mr. Berube stated that way no one has to be the bad guy because the system will address it and will not accept that kind of reservation.

Mr. Catanese stated for the client that has a room reservation system, mostly it involves their community room and their convention hall. You can see this reservation is for the entire room. There is Hall A and Hall B. It shows a green dot when it has been reserved when it is approved. There are various facilities in their parks that they reserve through the system. You can see when they reserve one hall, it shows half a circle, and that is a pending reservation. That is how this looks from the administrative side. They can cancel a reservation or change a reservation or whatever else from that part of the system. It is a similar type of interface where they will go to the calendar, they will see what is reserved, they will choose the facility, and they choose the time blocks that we can set up as a slider instead of blocks of 30 minutes like this client. I need to enter the name of my event, when it ends, what I am reserving, and all of my information. Sometimes documentation needs to be provided. The system figures out the fee and saves the reservation.

Mr. Berube stated I really like what I see. We have a lot of things that can be plugged into this. The question I have is that you indicated there would be no charge. That would be great, but there has to be some charge somewhere.

Mr. Catanese stated usually what we try to do is base it on fee-based events. If you get a fee, then we get a fee. We do not charge for programming. We do not charge for customizations. We do not charge for training. We do not charge a user charge. If it was something like the reservation where you are charging a reservation fee, then maybe we receive a couple dollars per reservation. So you would get \$25 and we get \$3. It is on a transaction basis. My partners like to do it that way because it seems fair. If I never reserve anything, then I am never paying for this system. If I am using it or if I am the one causing the change, then I should pay for it. Sometimes our clients do not like to do it that way. They need a budget. They will not know how many reservations they will have, so they cannot determine their budget number. In that case, we will try to figure out if we were to charge \$3 per reservation, how many do you think we will have, and we will get a lump sum for that. It can also be done that way.

Mr. Berube stated right now, we do not charge any fees. That is something we grappled with earlier today. The only fees we have are for the deposit, either on the boat or for a facility. I do not expect you to work for free. What you do you suggest?

Mr. Catanese stated I moved down here because of this community. I wanted a nice community for my children. I have family in Melbourne, and we wanted to come to Florida. I wanted to grow my business down here. I would like to show that this is a town in Florida that is using this program when I go to my next meeting. People are not impressed when I show them towns in New Jersey who are using it because it does not mean anything to them. I do not mind using this for marketing purposes. If we start using this system for everything here, then being a partner with Progress Pacific, I do not pay for use of the system. The company pays for a portion of it, so it is really not costing me anything except our time. I was at the convention in Boston last week, and we were talking about building the boat reservation system. The guy at Progress Pacific said his community rents boats and he will put me in touch with them because it is a great idea. Already it is working. Unless it gets out of hand and if there are too many facilities, then we can start talking about a fee. For this with the facility reservation and other minor things, it is not a big deal.

Mr. Berube stated that is fair enough. You are a resident here, and you hear these horror stories all the time where people get set up with a free system. Then eight months later, they say it will cost \$10,000 per month, or they are going to pull the plug. I do not expect that in this case, but we need to be real. None of this happens at no cost. There is a fee there somewhere. I am just being cognizant of that. If you want to use this as a stepping stone, I think we could probably keep you busy. I like it. I liked it from the first time I talked with you last month, and your timing was incredible. Mr. Haskett has looked around at other reservations systems and has probably had more experience with this than anyone else. The fact that Mr. Catanese is here probably indicates Mr. Haskett likes this system.

Mr. Haskett stated yes. We met a couple weeks ago and discussed the options. This is getting close to what we discussed. There are still some tweaks to do as you just discussed. Based on all of the other things I looked at, this is the most user friendly for all of us to use. I think that is what we need, keep it simple. As long as it gets the boats reserved and the staff shows up on time, that is what we need.

Mr. Farnsworth asked have the staff members looked at this?

Mr. Haskett stated yes, we had a web meeting with Mr. Catanese, Mr. Rick Druckenmiller and Mr. Paul Calabro. Mr. Catanese was demonstrating it, and staff confirmed it was something they could do.

Mr. Berube stated as far as I am concerned, we are ready to go. There is no money involved with this. Do we need a motion to proceed?

Mr. Moyer stated by consensus, I think you have Mr. Haskett keep working on it.

The Board agreed unanimously to direct Mr. Haskett to continue working with Mr. Catanese on the reservation system, as demonstrated and discussed.

Mr. Berube stated we appreciate the demonstration and that you tailored it to us. You had pictures of the boats and have done some work on it already. It was a nice demonstration. Mr. Haskett will be your main contact, and I am sure there will be more conversations.

C. Landscaping – Davey Commercial Grounds Management i. Monthly Highlight Report

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

Mr. Berube stated I had a meeting with Davey yesterday at the request of Mr. Garth Rinard and Mr. Jon Rukkila. My big concern is the long delays in getting things accomplished on the paid addons. Ms. Kassel has been overseeing the additional plantings over the last four months.

Ms. Kassel stated it was approved some months ago. It was not that long ago because I looked into it. It was at the July meeting when it was approved. Three-quarters of the work is done, and they have been working on Beargrass alley. They did complete almost all of it at this point, but I did not hear back from Mr. Rinard. He sent a proposal, and I emailed him back because the Beargrass alley proposal came back quite a bit higher than the original proposal. I asked about it and I never heard back from him. I followed up but I did not hear anything back. We may not want to use them because of the timeframe and lack of responsiveness. We may not want to use them going forward for refurbishments, which might get us into a difficult situation because whoever we use will be responsible for replacing plant material that they are not taking care of that Davey is maintaining. That might create a problem.

Mr. Berube stated during the conversation with Mr. Rinard and Mr. Rukkila yesterday, I walked around and showed them some hot spots that I was not happy with. I explained that I was not happy with the explanation month after month that they are still waiting for soil samples to come back. I said realistically that if we are going to award them with extra paid work, then we will ask for a completion date. If we do not get good completion dates or if they miss the dates, then we will probably look to using other landscapers. I happened to be standing alongside where Triple Palm's house is, next door to mine. The owner of that landscape company is pretty responsive. I think Mr. Rinard

understood, but in my conversation with him, he is still very resistant to putting on additional help. That is where their trouble is; they do not have enough staff on the ground. He will admit to it, that he cannot hire anyone at the prices they pay. He is very clear. I reminded him that mulching is approaching on the schedule, as is tree trimming. I think he understood, but when he told me he was having a hard time hiring employees and that was not going to change until the spring when colleges he has been visiting let out, that told me something. He also indicated that the four proposals we approved were 99% completed. Clearly, in Ms. Kassel's opinion, that is not true.

Ms. Kassel stated I would say they are 80% complete.

Mr. Berube stated realistically, they started working on all of them the last two weeks. As I look around Lakeshore Park, I am getting a little frustrated with them. There is a lot of dead grass at Lakeshore Park. A lot of the planter beds look lousy. The schedule for mulching and tree trimming is coming. I do not know if they have enough personnel to handle it and keep up with the standards we have. I do not know what the rest of the Board members see when you are out, but that is what I see.

Mr. Walls stated I am getting a little concerned with the sod. When I was in Town Center last night, it is full of crab grass. As you walk down Schoolhouse Road, there is a lot of crab grass. They are not putting down the herbicide or something is going on.

Mr. Haskett stated there are some areas of crab grass. They are treating some of it, especially on the soccer field. There was some crab grass taking over. They are fertilizing next week, so I presume they will do some preventive maintenance on the weeds themselves.

Mr. Walls stated what I am seeing and the way it is coming up, there is a pretty good growth. It is not something that just happened one day.

Mr. Haskett stated I will monitor that.

Mr. Berube stated to Ms. Kassel's point about switching contractors, I noticed something happened at the dog park playground. The timbers came out of the ground. Is that in anticipation of landscaping around that facility? I discussed with Mr. Haskett a little about going to Triple Palm for a proposal. Do we need to switch away from Davey a little bit to provide some encouragement to them? The frustration level is growing. I do not want to have to get on the contractor every month.

Mr. Haskett stated I think it would be a fair practice to get proposals from other people, as long as you have a defined scope of work.

Mr. Walls stated let us see what the price is.

Mr. LeMenager stated yes.

Ms. Kassel asked what about the issue of having one contractor installing plant material and Davey maintaining it? Who is responsible for it?

Mr. Haskett stated Davey would still be responsible for the maintenance and trimming and such.

Ms. Kassel stated that is correct. But if Davey did not install it, are they willing to maintain it?

Mr. Walls stated the companies installing it usually provide a warranty for a period of time.

Mr. Berube stated if we go with Triple Palm, Mr. David Dalton lives here.

Mr. Haskett stated typically a plant would die if it is not planted properly or if it does not get enough water. The CDD controls the irrigation part of it. I would not have a concern at this point. Davey already has the maintenance contract for those parks.

Mr. Berube stated being experts, if there is a problem with the plant right away, they should say something to Mr. Haskett. They should notice, and then we can call the contractor who installed it. We lose plants all the time. There are large areas where plants have been removed because they have died over the years. Though the contract says the landscape contractor is responsible to keep everything alive, we have never held them accountable for it. I understand the concern, but I think it is a minor one. My goal is to make sure Davey becomes our prime and sole landscape contractor. The only way we are going to get that point across to them is to take business away from them or give business to someone else that they could have had. We have the rest of the book that Davey prepared prior to awarding those four projects. There are eight or ten other areas that Ms. Kassel has reviewed with them.

Ms. Kassel stated yes, there are many more to be done.

Mr. Berube stated I told them that they missed that work last year and that money is gone. If the Board agrees to move forward with this or to solicit a price from Triple Palm, I am in favor of that.

Mr. LeMenager stated this could be called special projects.

Mr. Berube stated yes, or landscape upgrades.

Mr. LeMenager stated that is fine.

Ms. Kassel stated I am happy to meet with Mr. Dalton and show him the proposal from Davey and ask what he can do.

Mr. Berube stated I am sure Mr. Haskett can contact him regarding the dog park.

Mr. Haskett stated yes.

Mr. Berube stated I think there are some other small projects, such as putting shrubs at the pool to eliminate gaps in the fence and on the back of the fence. If we are going to give Triple Palm some business, we have a lot of small projects.

Mr. LeMenager stated I think Davey is into maintenance and not necessarily special projects. There is nothing wrong with that.

Mr. Walls stated I do not know that we want to take Davey away from maintenance to do special projects.

Mr. Berube stated that is the problem, and that is what happened.

Mr. LeMenager stated I think that sounds exactly like what the issue is: they do not have enough people to do these special projects. So let them do the maintenance.

Ms. Kassel stated it sounds like they will not have enough people either.

Mr. Berube stated Mr. Rinard was very clear. I said there was an easy way to hire people, and that is to pay more money. He did not receive that well. We made some progress, but I still see that they are not going to have a lot of people onsite for a while.

D. Field Manager

i. Dock and Maintenance Activities Report

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

Mr. Haskett stated I apologize I did not update this report for boat orientations. There were about six attendees this past month, held on the second and fourth Saturday of each month. They are pretty well attended and it takes about an hour for the orientation if they cooperate.

Mr. Berube stated I noticed the refurbishment of doggie pots. Was that largely cleaning them up and spraying them with shiny black paint?

Mr. Haskett stated yes. We made some new lids for the trash containers themselves and riveted those on. We spent \$300 for a new container.

Ms. Kassel stated at the August 29 meeting, we approved the purchase of two regular kayaks and one fishing kayak. But it appears we got one regular kayak and two fishing kayaks. I am wondering why what we voted on was not done.

Mr. Berube stated Mr. Haskett discussed this with me before he ordered them. I cannot remember the specifics, but there was some question about the pricing. I changed the proposal.

Mr. Haskett stated the two fishing kayaks are still kayaks, similar to the non-fishing kayak. My theory is that you can use it for pleasure or for fishing, and we came in under budget. Either you fish in it or you do not fish in it.

Mr. Berube stated we got more boats for less money.

Ms. Kassel stated that may be true, but they are not as comfortable for kayaking if you are not fishing.

Mr. Berube stated that was an unanticipated consequence.

Ms. Kassel stated we actually discussed that at the CDD meeting.

Mr. Farnsworth stated I think I asked that question.

Mr. Berube asked what do you mean that it is not comfortable?

Ms. Kassel stated uncomfortable because of the position you are sitting and the fact that you have this stuff in front of you. It is not as pleasant an experience to kayak in a fishing kayak if you are not fishing.

Mr. Berube stated I guess I should have thought about that before I made the change. I apologize.

Ms. Kassel stated I will request that you not make changes to something we voted on in the future.

Mr. Berube stated fair enough. We will get another kayak if it continues to be a problem.

Mr. LeMenager stated we do not need another kayak.

Mr. Berube stated we are using them all the time. Ms. Kassel clearly had to take out the uncomfortable kayak because none of the others are available.

Mr. LeMenager asked has there been a time yet when more than four were in use?

Mr. Berube stated probably not.

Mr. Haskett stated the Board requested that we maintain a fuel log, which has been accomplished. They sign out the fuel, and it balances out.

Mr. Berube stated gasoline usage went down \$100 this month. It is just an observation.

Mr. Haskett stated it balances when we go to the fuel station.

Mr. Berube stated I do not need to look at this long term. The trend line was steadily increasing for a little while. We do not know if it is legitimate or not, but we have to ask the question.

Mr. Haskett stated in the past, we discussed an inventory list. The accountant, Ms. Tiziana Cessna, requested an inventory of all of our equipment. She was quite happy to receive that. I have aluminum tags that are numbered and bar coded that we can put on all the equipment. I am waiting for Mr. Walls or whomever wants to participate in that, or I can send you the list. We are trying to figure out how to link the bar code with pictures. I put it in group ranges of \$5,000 or more, \$1,000 to \$5,000, \$500 to \$1,000, \$250 to \$500, and anything under \$250, within reason. I did not list every screw driver we have. There are probably 40 items on the list.

Mr. Walls stated I will email you this week and schedule a time.

Mr. Haskett stated that would be great. A resident from Ashley Park came into my office a couple times, concerned about high school kids parking at the parking spots at the Ashley Park pool. There are seven or eight parking spots, and the kids do park there. I put signs up along the street, and it happened exactly as I said would happen, where they moved out of the street into the community even more. The resident requested that we put up No Parking signs or Swim Club Use Only or something to that effect.

Mr. Berube stated a sign that says Residents Only.

Mr. Haskett stated they are residents. The majority of these kids are residents.

Ms. Kassel stated a sign that says Parking for Swim Club Use Only.

Mr. Walls asked is that our parking lot?

Mr. Berube stated yes. There are other abuses, as well. There are two Chevrolet pickups that park there all the time.

Mr. Walls asked so if I live across the street, I cannot park there?

Mr. Haskett stated that is a good question.

Mr. Berube stated I believe that whole block of land is ours, including the parking lot.

Mr. Haskett stated that is correct.

Mr. Berube stated those two pickups are always parked there, side by side, but they are never in the pool.

Mr. LeMenager asked how do we give that back to the condominium association?

Mr. Berube stated maybe we can trade them for their playground.

Mr. Haskett stated a sign with a post saying No Parking is about \$130.

Mr. Farnsworth asked where are you going to push those teenagers to park?

Mr. Berube stated to the next street over.

Mr. Farnsworth asked what is going to happen when they cannot park here? Where is the next location they will use?

Mr. Haskett stated they will go to the next street.

Mr. Berube stated the problem is, when they park in the pool parking lot, when residents want to go use the pool, they have no place to park. Every parking spot is taken, but no one is in the pool.

Mr. Farnsworth stated I was not objecting to it. I was just asking a philosophical question. Kids have to park somewhere, so where is the next location they will go to?

Ms. Kassel stated it is an appropriate question, to see what the impact will be.

Mr. Berube stated maybe Harmony Square Drive West.

Mr. Haskett stated the condominium association has installed signs on the streets, which has pushed them into our parking spots.

Mr. LeMenager stated they can park on Clay Brick, recognizing that those signs are not legal.

Mr. Berube stated the students used to park all along the roads and clogged it up, and residents got mad. I have no problem putting a sign in our parking lot. What will it say? We have some signs that say No Trespassing with a notation of the Florida Statute. Maybe we can use them and see what happens. It cannot say No Parking because that will not work.

Ms. Kassel stated Parking for Swim Club Use Only; All Others Will Be Towed.

Mr. Walls stated if we are going to put up a sign, it needs to say the car will be towed.

Mr. Berube stated Swim Club Parking Only; Others Subject to Towing.

Mr. Haskett stated that will make some residents very happy.

Mr. Berube stated make the sign large enough so no one can say they did not see it.

Mr. Haskett stated the shade structure is up. It passed final inspection, so that is complete. We started the renovation of the Ashley Park pool cabana area by removing the pergola. It was good we did that because it was not in good shape.

Mr. Berube stated it was getting ready to fall down.

Mr. Haskett stated that is correct, except for the steel beams, which were starting to rust anyway.

Ms. Kassel stated it did not last very long.

Mr. Berube stated those were bad construction practices.

Ms. Kassel stated that is true all through Ashley Park.

Mr. Berube stated they had the towers that went up, and they put in a plain steel U bracket and dropped wooden beams in there and tied it all together with ungalvanized wire. Nothing was painted until it was all assembled. Then it was painted white, and water got between the wood and the steel bracket. Parts rusted and the water damaged the wood. Everything just rotted and it was ready to come down. I do not think there was a solid piece of wood anywhere on the top of that pergola.

Mr. Haskett stated that is correct; that one was bad.

Mr. Berube stated it was a cheap construction.

Mr. Haskett stated the pavers are being set next week around the pool where the pergola used to be. We are reconfiguring the drain that runs around the pool because it needs to be fixed. It is starting to pop up to where people will stub their toes on it, so we will correct that issue. The following week is when we will start pressure washing the roof of the building, and the week after that we will be repainting it.

Mr. Berube asked will you be renting a lift or two to get the guys up there?

Mr. Haskett stated yes, we are thinking about the cupola at the top and the red flag that needs to be painted. We will rent a lift with a boom on it so they are not walking on the metal roof. At the same time, we will make use of the lift to do the Swim Club roof. Irrigation is going well. We had a Maxicom issue, so if you saw some dry patches at the entrances and some areas on Cat Brier, there was a mix up of some times on what is sent to a controller and when it is supposed to run. We got that figured out and it is working well again.

Mr. Berube asked did this take place during Mr. Mike Walker's last renovation of Maxicom to help reduce the water bills?

Mr. Haskett stated no, that does have a little to do with it because I am always demanding more water. I understand the conservation issue, but when I have been responsible to make sure plant material stays alive, I am a little pickier about it.

Mr. Berube stated water is far cheaper than replacing greenery.

Mr. Walls stated put out what you need.

Mr. Berube asked what about the trash can, bench and picnic table at the dog park?

Ms. Kassel stated the trash can is there now, but the bench is not. The trash can is on the new pad they put in one of the flower beds.

Mr. Berube stated I missed it when I drove by.

Mr. Haskett stated we are still waiting on posts that need to be made for the benches and picnic table.

Ms. Kassel asked what is happening with the other pad that the trash can used to be on?

Mr. Haskett stated we are going to pull that up. It is in a bad location and the sprinkler hits it.

ii. Buck Lake Boat Use Report

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

iii. Discussion of Additional Field Staff

Mr. Berube stated last month we discussed adding a fourth staff person, and we tabled it until this month to let everyone review it, including the administrators. I have not heard much negative about it and there are a lot of positive things.

Ms. Kassel stated I did not see it last month, and I have a couple comments.

Mr. Berube stated Mr. Haskett had some reservations last month. Now that you have had time to think about it and you have heard where we want to go, are you generally positive toward doing this?

Mr. Haskett stated I crunched some numbers, and I think the numbers will work. I think we have done a good job of making the numbers work no matter what they are. Just looking at the budget for pool service, typically you will spend four hours a day for the pool service itself, three days a week, which will be less than the \$15,000 we are paying now. Sidewalk repairs are every now and then. It depends how much we put into it.

Mr. Berube stated we can look at all these budget line items, but we do not know where we will be relative to salaries a year from now.

Mr. Haskett stated I also researched the certified pool operator certification, and we can have staff certified for that activity. I also want to go through it so I have the license. We are ready to move forward with that if the Board approves it. The course is two days, and the person who used to do the health inspections here now has her own school, which would be very beneficial for us.

Mr. Berube asked what is the cost per person for that course?

Mr. Haskett stated it ranges between \$300 to \$350 per person.

Mr. Berube stated I had figured \$500.

Ms. Kassel asked is there an additional certification fee or test or examination fee?

Mr. Haskett stated no. As long as the teacher certifies you, then you are certified. It is not a State license. It is more of a certificate.

Mr. Berube asked do you think you can keep a fourth employee busy?

Mr. Haskett stated yes, absolutely.

Ms. Kassel stated I reviewed the proposal. It seems to me that some of the figures are probably lowballed. We might be instead of \$5,000 difference in what we are budgeted for, we might be closer to \$10,000 or \$15,000. These are people who are just trained, and they do not have an understanding how pools operate. We may incur damages or consulting fees or extra costs to bring the pools back up if management of the pools is an issue because it will be done by people who are new at doing this.

Mr. Berube stated it was my anticipation that we would have an orderly exit by Robert's where she will know what is happening. We will not just terminate her contract one day. She will know what is going on, and we will ask her to walk our staff through the process so that we have a nice transition and so we do not have an abrupt changeover. I think she would be amenable to handling that, so Robert's will not go away immediately. It will not be like Monday our staff takes over.

Ms. Kassel stated yes, and therefore, you will have extra costs that are not really anticipated in the budget.

Mr. Berube stated that is correct.

Ms. Kassel stated I think it is the same thing with having a staff member who is policing the pools sometimes. We may still need to bring in the sheriff if that person is not as effective. When people see a sheriff, they may be a lot more likely to fall into line than if there is just a staff member there. Even if they are good with people, it may be that having the staff member does not really address the issue. We may have some costs related to that. We may also be thinking about how the sidewalk repairs will work. We are taking men off of jobs that they are doing now and putting them on sidewalk repairs. Some of the things they have been taking care of, they will not be doing. We are not necessarily working that into our budget consideration. All I am saying with that is we need to anticipate that our additional costs may be \$10,000 or \$15,000, rather than \$5,000 that is described in the proposal. Let us be aware of that and agree that may be the case before we vote yes or no.

Mr. Berube stated no argument to that. When you are anticipating something like this, it is hard to get exact numbers. We do not know the salary we are going to pay the next employee yet, so we do not know the salary number and whether or not he takes health insurance and those kinds of things. This was just an idea, a proposal, to say this is where we are at. If it is \$10,000 or \$15,000 more each year, then we have another staff member to do things that really do not show up by having people onsite. I think Mr. Haskett has already considered that the fourth employee will not be purely for sidewalks or purely for pool service, but it gives him the ability to shuffle four employees over a seven-day week. I think he can handle primarily pools during pool season and primarily sidewalks with a couple employees without really damaging what we are already doing: bathrooms, trash, doggie pots. That is my anticipation after talking with Mr. Haskett. I think the fourth employee gives more flexibility.

Mr. LeMenager stated it gives us the ability to have three staff members six days a week.

Mr. Berube stated yes, however it all works out.

Mr. LeMenager stated the other day would have two employees.

Mr. Berube stated our big coverage will be the facilities.

Mr. LeMenager stated there is only one answer that I want to hear, and that is if Mr. Haskett is comfortable taking care of the pools in-house under this proposal. That was really my only concern last month.

Mr. Haskett stated yes.

Mr. LeMenager stated then I will vote in favor of it.

Ms. Kassel stated as long as we understand it may add another \$10,000 or \$15,000 to the budget.

Mr. LeMenager stated yes, we increased our budget.

Mr. Berube stated I think we will be fine.

Mr. Walls stated I think the budget is solid in terms of covering this.

Mr. LeMenager asked how much did we add to fund balance this year?

Mr. Moyer stated \$136,970.

Mr. LeMenager asked we increased the assessment how much?

Mr. Berube stated 2%, or \$80,000.

Mr. LeMenager stated the operation and maintenance assessment increased 5.5%.

Mr. Berube stated that is correct, and we added \$84,000 to the budget. If we add the same amount to fund balance as we did this year, plus the \$84,000 in increased assessments, we will end up with a \$200,000 surplus at the end of the fiscal year.

Mr. LeMenager stated we have enough in the budget to cover this.

Mr. Moyer stated \$31,000 is from Severn Trent, and \$10,000 is from not hiring one employee for a period of time.

Mr. Berube stated we will still have \$140,000 or \$150,000.

Mr. LeMenager stated we have it covered. I think we all recognize that over time, we have to start adding more staff people.

Mr. Berube stated when you look around at everything they do, such as the doggie pots, that takes some time. There is a trade-off of the time and the small amount of materials. We have five like-new looking doggie pots which would otherwise cost us \$350 each, which is \$1,800. I would guess we did not even spend \$500 in time and materials for those.

Mr. Haskett stated no.

Mr. Berube stated the staff has the ability to do those kinds of things. Look at the renovation at Ashley Park. Sometimes there will be unanticipated costs.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to hire a fourth full-time employee, as proposed.

Mr. Haskett asked are we looking at a 60-day turnover for pool service?

Mr. Berube stated you need to hire someone first.

Mr. LeMenager stated you have our full permission to do as you see fit.

Mr. Berube asked is the certified pool operator training off property?

Mr. Haskett stated yes. It is two days.

Mr. Berube asked will you certify everyone?

Mr. Haskett stated yes.

Mr. Berube asked will you do it one or two at a time?

Mr. Haskett stated probably two at a time for travel cost considerations.

Mr. Berube stated you can get two certified now. The third staff member can be certified with the fourth employee after he is hired, along with Mr. Haskett.

Mr. Haskett stated we will get that going immediately.

Mr. Berube stated get the first two certified now. Talk with Robert's and let her know what is going on. If that takes her through the end of the year or something, it will be an orderly process. The staff is not certified yet.

Mr. Walls stated we need the fourth employee first.

Mr. Haskett stated yes, we will hire him before we get pool training.

Mr. Farnsworth asked do you have any idea who that fourth employee might be?

Mr. Haskett stated no.

Mr. Berube asked do we need to give you salary guidance?

Mr. Haskett stated we will work that out.

Mr. LeMenager stated there was a figure in the proposal, full-time for \$50,000.

Ms. Kassel stated including benefits.

Mr. Berube stated that number anticipated about what Donna is making now, considering salary and benefits. I used the number where Donna is and I think we typically start them a little low and then after 90 days, they get a little increase. I think that was the range I proposed.

Mr. Haskett stated Mr. Brock Nicholas indicated we will figure that out.

FIFTH ORDER OF BUSINESS

Developer's Report

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

SIXTH 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 had a good year in fiscal year 2013, and we will add about \$136,000 to fund balance. A large part of that came from the Severn Trent payout.

Mr. Berube stated do not forget we paid someone else those funds to recover them from Severn Trent.

Mr. Moyer stated Severn Trent paid all that.

Mr. Berube asked have they paid back the legal fees?

Mr. Moyer stated yes.

Mr. Berube stated we paid the legal fees.

Mr. Moyer stated and Severn Trent paid you back.

Mr. Berube stated I understand that, but we initially paid out money. It is not free money and then Severn Trent paid it back. It is a zero, but we understand. Are these our final numbers? Or we will wait until the end of this month before we get the final numbers?

Mr. Moyer stated we will go through this month and the numbers will be adjusted somewhat before we close the books. There is a likelihood this number will change.

Mr. Berube asked at this point, that money is going into an unassigned fund balance?

Mr. Moyer stated I will address that on one of the next agenda items for the Board to consider, but the answer is yes.

Mr. Berube stated the financial statements look better and better every month.

B. Invoice Approval #162 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.

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

C. Assignment of Fund Balance as of September 30, 2013

Mr. Moyer stated this is a housekeeping item. The accounting staff feels that under the Governmental Accounting Standards Board rules, GASB 54 that I refer to periodically, the Board needs to take action to allocate fund balance. What is shown is what we are currently carrying on our balance sheet: operating reserves for \$366,305, renewal and replacement for \$185,000, and self-insurance reserve for \$50,000. I will ask the Board to approve that, which means that all of the rest of it falls to the bottom in the unassigned category.

Mr. Walls stated that is fine.

Mr. LeMenager stated I agree.

Mr. Walls stated we will not know the final numbers until the adjustments are made.

Mr. Moyer stated that is correct.

Ms. Kassel asked so this has nothing to do with unassigned fund balance? It is just a truing up of what the reserve amounts are?

Mr. Moyer stated this is nothing more than for the Board to take formal action on what we have been doing all along.

Ms. Kassel stated I am still unclear what the purpose is.

Mr. LeMenager stated it is just to make official what is in our financial statements.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the assignment of fund balance, as presented.

D. Discussion of District Credit Card

Mr. Berube stated Mr. Haskett has switched over to Amazon for a significant number of purchases. We save a lot of money and a lot of freight, which is a good deal. Amazon has a credit card that pays back 3% on purchases through them, 2% on gasoline, and 1% everywhere else. I thought it would be a good idea, based on how much money we are likely to spend on Amazon this year and how much money we spend on gasoline. We can shift a lot of other open account purchases to using credit cards, such as North-South Supply and some of the others, and we can collect those rebates. The problem is that Amazon will not give an agency, like the CDD, a credit card. It is through Chase, and Chase will not issue the credit card to us because they want a personal guarantee. Someone at Severn Trent was kind enough to look at BB&T for a business credit card. The problem there is that it is nowhere near as generous as Amazon. It is a 1% rebate for everything.

Mr. Walls asked how do you get the payments made fast enough so they do not charge interest, based on the way we go through the approval process?

Mr. Moyer stated the Board would have to authorize us to pay them in advance and then ratify the payments. That is how we handle a lot of payments that are time sensitive.

Mr. Berube stated it would require some changing. There would be an application for the credit card. I anticipate if we had that credit card, we would probably eliminate the debit cards and maybe the Home Depot card to take advantage of the 1% rebate. It might be \$20,000 per year, and 1% is \$200 which would come back in the form of a Visa prepaid card. I do not know that it is worthwhile to go through all the systemic changes that would be required for \$200. Probably not. The Amazon card looked good but it was quickly ruled out. I want to express my thanks to the office for providing this information.

Mr. Moyer stated they were glad to do it.

E. 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.

F. 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.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

There being nothing to report, the next item followed.

B. Engineer

Mr. Boyd stated Mr. Haskett requested that I review some of the alleys, so I am looking at those in a time efficient manner. Neighborhood H-1 is under construction and going well. It is scheduled to be substantially complete by the end of February 2014. As part of the process in having a neighborhood ready to come online, an important part of that is preparation of the plat. This will be recorded by the County and will end up creating lots that the home builder buys. To do that, we ultimately will need the CDD to sign the plat, as well as the developer and the County before it goes to the Board of County Commissioners and then recording. It is not ready yet but it is being prepared now. Once it is ready, I will provide a draft to Mr. Berube. I will ask that the Board so that we would avoid a situation of needing to wait for a meeting to have it signed and submitted. It is not ready yet. The County will start reviewing it within the next week or so. Realistically, it will probably be another four weeks before it is ready, but I wanted to bring that to your attention for your consideration.

Mr. Farnsworth stated it could very likely be past next month's meeting before it is signed.

Mr. Boyd stated that is possible.

Mr. Farnsworth stated you are just requesting authorization for it to be signed.

Mr. Boyd stated that is correct. It could be after next month. There is an outside chance it might be before then, but I highly doubt it.

Mr. Walls stated I would like to see a copy of the draft of the plat.

Mr. Boyd stated I will do that.

Ms. Kassel stated he can send us a copy when it is ready.

Mr. LeMenager asked will this be a lot map essentially?

Mr. Boyd stated that is correct.

Mr. Berube stated this is pretty routine.

Mr. Boyd stated yes.

Mr. Walls stated if the Board is going to authorize it, I would like to see it.

Ms. Kassel stated it has been done before. We can say that we are authorizing the Chairman to sign, but we expect to have the engineer send us a copy of it when it is ready to be signed.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to authorize the Chairman to sign the plat for Neighborhood H-1, with a copy of said plat to be distributed to the Board prior to signatures.

Mr. Berube stated about the time Mr. Boyd mentioned he was going to review the alleys, I went to the Facebook page and asked the families who live here what they thought. Some people told me. I received one comment and a picture that someone sent me. The issues are ponding. Several people commented. They are both fairly new alleys where the problems are. One resident complained about cracks in the asphalt. I pointed out that if she drives on regular roadways, they also have cracks, which she has noticed, but she maintained that we are supposed to fix the alleys.

Mr. Walls stated you may already have this on the list, but the alley that connects Cupseed to Beargrass is bad.

Mr. Boyd stated we looked at six or eight alleys.

Mr. Walls stated on the south side of that alley, there is ponding and water accumulates.

Mr. Haskett stated that was one we noticed.

Ms. Kassel stated I cannot recall whether or not the new docks and bridges and concrete are part of the informal replacement schedule.

Mr. Boyd stated I am pretty sure we added those.

Ms. Kassel stated I am making the request to make sure they are included.

Mr. Berube stated I am sure we did because we had the numbers.

Mr. Boyd stated I will verify they are included, but I am 95% sure we added those.

Ms. Kassel stated perhaps in early 2014, we can review the schedule again because there were some changes Mr. Boyd was going to make.

Mr. Boyd stated we can do that.

EIGHTH ORDER OF BUSINESS Supervisor Requests

Mr. Berube stated you should have received an email from Ms. Brenda Burgess about a conference phone in relation to Ms. Kassel's concern last month about the lousy phone service. Ms. Burgess found one on the government approved website for Staples for \$424, and the regular Staples website was \$323. Apparently when you are a government and you buy from Staples, you pay one-third more. We probably should not buy from the government website. When I received that email, I switched to Amazon, who lists that very same phone for \$284.99. Interestingly enough, someone is selling it used, like new on Amazon for \$99. I think for \$99, we ought to take a chance on this conference phone and plug it in to see if it is any better.

Mr. Farnsworth asked is that just one phone that someone has?

Mr. Berube stated yes.

Ms. Kassel stated I took a look, also, and found the same price. I also looked at the reviews. I did not find a lot of them, but the reviews that I saw from about three people gave it four or five stars.

Mr. Berube stated I looked at the same thing. I thought I saw five reviews, but everyone said it was pretty good. They were paying \$300 for it. For \$99, I do not see a lot of risk.

Mr. Farnsworth stated the only risk is if we drop it off the edge of the table.

Ms. Kassel stated if we buy it with a credit card, most of them have a protection plan.

Mr. Berube stated Mr. Haskett has an account with Amazon. If we are going to buy this phone, I will hand him what I printed so that he will know what to buy.

Harmony CDD October 24, 2013

Mr. Haskett stated I will take care of it. Thanks to Mr. Berube introducing me to Amazon, we have saved a lot of money just in shipping fees.

Mr. Berube stated for \$79 a year at Amazon for a Prime account, you get free twoday shipping on nearly everything.

Ms. Kassel stated not everything is Prime; only certain things qualify for Prime.

Mr. Berube stated that is correct.

NINTH ORDER OF BUSINESS Adjournment The next regular meeting is scheduled for Thursday, November 21, 2013, at 6:00 p.m.

The meeting adjourned at 8:00 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman

Fourth Order of Business

4B.

<u>The Davey Tree Expert Company</u> <u>Harmony Community Development District</u> <u>Landscape Maintenance</u> <u>Monthly Summary</u>

November 2013

4.1 <u>Turf</u>

4.1.1 Mowing - Mowing was completed throughout common and park locations on a weekly basis in October/ November as follows:

Week ending 10/26/13 Week ending 11/02/13 Week ending 11/09/13 Week ending 11/16/13

Mowing is scheduled for the balance of November as follows:

Week ending 11/30/13

Note: November transitions to a bi-weekly schedule effective the week of 11/18 providing fresh mowing for Thanksgiving and Christmas Holidays. Schedule returns to weekly service March 2014.

- 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/ Weed Control
 - a. Weed applications begin shift to three week rotations with seasonal temperature changes. Selective spot applications East Five Oaks, Estates, Lakeshore, Harmony Square.
 - b. Brown Patch conditions are high at this time with cooler nights and warm days. Monitor in progress.
- 4.1.5 Fertilization
 - a. Fertilization completed, 15-0-15 Polyon blend.
- 4.1.6 Pest Control
 - a. Pest activity minimal. Monitor and preventative spot treatments resulting from irrigation related stresses along West entry, Schoolhouse, Five Oaks. Ongoing monitoring.
 - b. Ant treatments on-going.
- 4.1.7 pH Adjustment

4.1.8 Other

- a. Sod replacement at following locations:
 - i. East entry removal of bedding area
 - ii. West entry/ Five Oaks
 - iii. Buttonbush root pruning repair

4.2 Sports Turf

- 4.2.1 Mowing
 - a. Mowing shifts to weekly schedule effective the week of 11/18/13. 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. Applications completed 10/31/13. Applications suspended in preparation for field over-seeding. Prep work commences on 12/2. Seeding application on 12/3. Schedule shifted due to anticipated field usage during Thanksgiving holiday. Two-week germination period anticipated. Signage will be posted providing notice and request to restrict activity during germination period. Touch-up may be required depending on level of compliance.

4.2.4 Fungicide

- a. No disease concerns at this time.
- b. Brown Patch monitor.

4.2.5 Fertilization

a. Fertilization completed, 15-0-15 Polyon blend completed 11/1/13.

4.2.6 pH Adjustment

4.3 Shrub/Ground Cover Care

- 4.3.1 Annuals
 - a. General policing and weeding of bedding areas.

4.3.2 Pruning

- a. General trimming and pruning throughout all locations of the community.
- Other: Lakeshore replacement plant fillers; herbicide damage/ overspray. Perennial peanut, African iris completed. Harmony Square – NE corner plantings replaced.

- 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.
- 4.3.4 Fertilization
 - a. Application completed.
- 4.3.5 Pest and Disease Control
 - a. No pest/ disease concerns at this time.
- 4.3.6 Mulching
 - a. Touch-up mulch in the following locations:
 - a. Lakeshore Park
 - b. Dahoon Holly
 - c. Lakeshore turnabout
 - d. Dog Park
- 4.3.7 pH Adjustment

4.4 <u>Tree Care</u>

- 4.4.1 Pruning
 - a. Elevation/ canopy work in progress:
 - a. CatBrier completion expected week of 11/11/13; shift to Five Oaks upon completion.
 - b. General sucker removal throughout.
 - c. Tree removals:
 - a. Lakeshore Park
 - b. Catbrier
 - c. Swim Club
- 4.4.2 Tree Basins
- 4.4.3 Fertilizer
 - d. Monitor two Oaks along Cat Brier east side. One across from Button Bush Loop, and one at seating area across from Large Dog Park. Stable.
- 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 <u>Irrigation</u>

- 4.5.1 General Requirements
 - a. Materials supplied for collateral head damage resulting from mowing operations.
- 4.5.2 Monitoring
 - a. West entry oak monitoring
 - b. Turf monitoring and assist with valve operation as needs require
 - c. Notification of breaks, damage, concerns to Project Manager and Staff
- 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 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. Class I pruning deferred to Fall 2013.

b. 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 redirecting approved funds to other areas of the property. Recommendations submitted at June meeting and under review. Pending review with Kerul Kassel.

10/2013 - Four locations under consideration and review:

- 1. Dahoon Holly completed
- 2. Dog Park completed
- 3. Lakeshore Turnabout completed
- 4. Beargrass Alley (pending)
- d. Misc. tree installation throughout property.
 - a. Clay Brick/ Pines completed
 - b. Cupseed/ Oaks completed
 - c. 'Green' neighborhood/ misc. locations completed
 - d. Blazing Star/ Warranty Oak completed
- e. Misc. landscaping throughout property:
 - a. Bed fillers at Lakeshore Park/ Bulbine + grass transplants
 - b. Bed fillers at Lakeshore Park warranty replacements/ Iris
 - c. East entrance bed removal/ Sod, 1600 sq. ft.
 - d. West entrance plant replacements from vehicle damage/ Butterfly bush
 - e. Club Pool enhancements/ Bougainvillea+Nellie Holly screening

4C.

4Ci.

HARMONY

District Dock & Maintenance Activities Report

October 15 – November 8, 2013

Boat Maintenance

- Removed and inspected all propellers (weekly). Fishing line removed weekly from small & large pontoons, and fishing boats. Found braided fishing line on Small Pontoon, Large Pontoon and Bass boat. No damage noted.
- Boat Dock Daily safety check. Monitoring structural unit connections.
- Boats, Kayaks & Canoes cleaned and detailed.

Buck Lake Activities

- Boat Orientation held at the Enrichment Center 8/24 & 9/7/2013, 6 attended.
- Worked with Mark Cantanese regarding set up of on-line boat reservation system. Mark should have the reservation system in place prior to the Nov. meeting.

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.
- Splash Pad routine maintenance.
- Drinking fountain at LSP ordered replacement, which should be installed prior to Nov. meeting.
- Pergola at Ashley Park removed.
- Pool heater at Swim Club turned on for the winter season.
- Staff continues to check the pool areas multiple times each day for cleanliness & possible infractions.
- Repaired drinking fountain at Small Dog Park.
- Pressure Washed Sedges, Dahoon Holly, Primrose Willow & Buck Ln. Parks.
- Bob Cat UTV Maintenance Service.
- Installed "Reserved Parking" signs at Ashley Park parking area.

Irrigation Maintenance

- Continue to replace broken and clogged irrigation heads and routine maintenance activities.
- Irrigation Inspections Channel 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 16, 18, 21. IR 3.
- Repaired lateral leak clock 8 zone 16.
- Repaired main line leak clock 10 zone 9.

4Cii.

					H Boat Reserva		NY CDD	mber 2	D13					
Date	Resident	Time	M-W-Th		Total Passengers	20'	16' Pontoon	18' Bass	14" Fishing	Sail Boat	Canoes	Kayaks	COMMENTS	PHONE
10/16/2013	Jerry Campbell	7:1011:00 AM	X		3		X		- A.					407-593-2806
10/16/2013	Rachel Garwood	7:30-10:00 AM	X		2				-		X			407-438-1823
10/16/2013	Dave Blair	7:3010:00 AM	X		3			X		-				407-593-2091
10/16/2013	Michael Goodhue	10-1:30 PM	X		2	X								
10/17/2013	Jerry Campbell	7:3010:30 AM	X		3		X			_				407-593-2806
10/18/2013	Jerry Campbell	7:30-11:00 PM		x	2	-	X							407-593-2806
10/19/2013	Michael Flaherty	7:30-11:45 AM		X	5	X		1.0						321-446-1650
10/20/2013	Cindy Kilgallon	7:3011:30 AM		X	3	X			1000					321-299-415*
10/20/2013	Don Rice	7:30-10:30 AM		X	2		x							
10/20/2013	Michael Timmins	7:30-11:00 AM		X	1			x						804-307-253
10/21/2013	Rachel Garwood	810:00 AM	X		3				1			X		
10/23/2013	Rachel Garwood	7:30-11:30 AM	X	X	2			1	ALCONE.			X		
		7:30-10:30 AM	X		3		X	1						
10/24/2013		8-12:30 Pm	X		2		x	1						407-593-515
10/26/2013	Robert Lock	46:00 PM		x	4	X	1	1.00						407-414-352
10/26/2013		4-6:00 PM	-	X	3		x	The second second	1.					407-414-352
10/26/2013		12:302:30 PM		X	4	x							L'mapetations	
10/27/2013		7:3011:30 AM	-										Cancelled	
10/27/2013	Richard Dewing	7:30-11:30AM		-				1				1	Gammind	407-957-095
		7:30-12:00 PM		X	3		X		ilen i	-				321-299-415
10/27/2013		4-6:00 PM		x	6	X	-	-						571-224-828
10/27/2013		10-12:00 PM	x	-	7	x				1		1		516-890-240
10/28/2013		8:30-10:00 AM	X	~	3	X	CALE IS		1					412-780-138
11/1/2013	Joe Sobehart		-	X	1			X		-				804-307-253
11/2/2013	Michael Timmins	7:30-11:30 AM		X	4	×		-						407-572-302
11/2/2013	Bernard Scarpa	2:30-5:30 PM	-	X	3	A	x	-	-					561-633-465
11/2/2013	Shirley Zubel	10:3011:45		X	3							-	ake Advisory	321-299-415
11/3/2013	Cindy Kilgallon	7:30-12:00 PM			-						-			
11/3/2013	Zach Mulharren	810:30 AM		x	2		X.				-		Cake Advectory	407-438-182
11/4/2013	Rachel Garwood	812:00 PM		-					-			-	Lake Advisory	804-307-253
11/8/2013	Michael Timmins	7:3011:30 AM	-	-						-	-		(another)	941-920-354
11/9/2013	Chris Rosenboom	8:3011:00 AM		-			-			-	-		(I I I I I I I I I I I I I I I I I I I	804-307-253
11/9/2013	Michael Timmins	7:30-10:30 AM		X	-			X			-			571-224-828
11/10/2013		3-4:45 PM		X	3	X		-			-	-		407-680-862
11/10/2013		101:30 PM	-	X	9	X						-	Gancolina	101-000-002
	Cindy Kilgalion	7:3010:30 AM		-							-	-	CERTONNOL	386-627-313
11/10/2013	Jeff Spoor	12-3:00 PM		X	4		X							300-027-313
			10	21	92	11	11	4	0	0	1	2		
luck Lake is	closed on Tuesdays.										-			
				-	Last Month	86 40	Total Pass Total Trips		92 31					-

Sixth Order of Business

6A.

Harmony Community Development District

Financial Report

October 31, 2013

Prepared by



Harmony Community Development District

Financial Statements

(Unaudited)

October 31, 2013

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Notes to the Financial Statements October 31, 2013

Please find below the monthly update from the Management Service Finance department. Please note that these are unaudited financials statements and will be adjusted throughout the audit process.

Finance

Balance Sheet

Assets

The operating checking account maintains a liquid cash balance to cover approximately 2 months of operating expenses, Excess funds are invested in a Money Market account to earn better interest rate. The debt service trust funds are held by US Bank and Invested in commercial papers. During the current year there are interest being earned on a CD until their maturing date. The accounts receivable represents the reimbursement for legal fees and estoppel letters corrections which will end in November 2013. The Assessment receivables are O&M assessments for the current month historically paid 1 month in arrears.

Liabilities

At the end of October 2013, some invoices were accrued because they were not received by the end of the cut off time in preparing the financials. The Deferred revenue represents the reimbursement for legal fees and estopped letter correction which will be deducted every month from the Severn Trent Service management invoice till November.

General Fund

- Total Revenue through October were 5% of the annual budget.
 - Interest received interest from the operating checking account and the Money Market account. In addition there are accrued interest from a CD investment.
 - ▶ Non Ad Valorem Assessments will start to be collected on November 2013, therefore there were no revenues in October.
 - Non Ad Valorm Assessments CDD collected are at 8.33%. The District recorded the 1st O&M assessment installment and will receive the payment on November 15, 2013 from Birchwood Acres.
- Total Expenditures through October 2013 were at 10% of the annual budget with the following notes for the fiscal year:
 - Insurance General Liability premium remained the same as last year and did not increase as planned in the current budget.
 - In the capital outlay expenditure is a deposit of 50% for the purchase of the floating boat deck.

Debt Service Series 2001

- Total Revenue through October were 22% of the annual budget.
 - ▶ Non Ad Valorem Assessments will start to be collected on November 2013, therefore there were no revenues in October.
 - Non Ad Valorm Assessments CDD collected are at 71% due to deferred assessments from FY 2013. The 1st installment for FY 2014 assessments will be collected in April 2014 for the May 1st, 2014 interest and principal payment.

Debt Service Series 2004_

Total Revenue through October include only interest from US Bank commercial paper investments. The Non-Ad Valorem revenue will be collected in April 2014 and October 2014.

Balance Sheet

October 31, 2013

ACCOUNT DESCRIPTION		ENERAL FUND		001 DEBT SERVICE FUND	004 DEBT SERVICE FUND		2004 CAPITAL ROJECTS FUND		TOTAL
ASSETS									
Cash - Checking Account	\$	294,134	\$	•	\$ -	\$	•	\$	294,134
Cash On Hand/Petty Cash		500		•	-		-		500
Accounts Receivable		987		-	•		-		.987
Assessments Receivable		77, 8 69		-	-		•		77,869
Interest/Dividend Receivables		3,594		-	-		-		3,594
Due From Other Funds		-		6,491	-		-		6,491
Investments:									
Certificates of Deposit - 36 Months		127,778		-	-		-		127,778
Money Market Account		382,188		-	-		-		362,166
Construction Fund		-		-	-		3,395		3,395
Prepayment Account		-		77,475	3,229		-		60,704
Reserve Fund		-		1,415,519	657,096		-		2,272,615
Revenue Fund		-		864,943	505,900		-		1,170,843
TOTAL ASSETS	\$	887,050	\$	2,164,428	\$ 1,366,225	\$	3,395	\$	4,421,098
LIABILITIES Accounts Payable Accrued Expenses Accrued Wages Payable Accrued Taxes Payable Deferred Revenue Due To Other Funds	\$	33,294 97,316 1,600 138 987 6,491 140,026	\$		\$ 	\$	-	\$	33,294 97,316 1,800 138 987 6,491 140,026
FUND BALANCES Restricted for: Debt Service Capital Projects Assigned to: Operating Reserves Reserves-Renewal & Replacement Reserves - Self Insurance Unassigned:		- 386,972 185,000 50,000 125,052		2,164,428 - - - - -	1,366,225 - - - -		- 3,395 - - -		3,530,653 3,395 386,972 185,000 50,000 125,052
TOTAL FUND BALANCES	\$	747,024	\$	2,164,428	\$ 1,36 <u>6,225</u>	\$	3,395	\$	4,281,072
TOTAL LIABILITIES & FUND BALANCES	\$	887,050	\$	2,164,428	\$ 1,366,225	\$	3,395	\$	4,421,098
	<u> </u>	0011000	+		 	•	-,	÷.	

ACCOUNT DESCRIPTION	A	NNUAL DOPTED BUDGET		R TO DATE		R TO DATE	IANCE (\$) /(UNFAV)
REVENUES							
Interest - Investments	\$	2,500	\$	208	\$	136	\$ (72)
Special Assmnts- Tax Collector		636,415		-		-	-
Special Assmnts- CDD Collected		934,428		77,869		77,869	-
Special Assmnts- Discounts		(25,457)		-		-	-
		1,547,886		78,077		78,005	(72)
EXPENDITURES							
Administration							
P/R-Board of Supervisors		11,200		800		1,800	(1,000)
FICA Taxes		857		61		138	(77)
ProfServ-Arbitrage Rebete		1,200		-		-	-
ProfServ-Dissemination Agent		500		-		-	-
ProfServ-Engineering		5,000		417		-	417
ProfServ-Legal Services		30,000		2,500		2,000	500
ProfServ-Mgmt Consulting Serv		55,984		4,665		3,679	986
ProfServ-Property Appraiser		779		779		-	779
ProfServ-Special Assessment		11,822		-		-	-
Pro/Serv-Trustee		10,800		-		-	-
Auditing Services		5,000				-	-
Communication - Telephone		380		32		16	16
Postage and Freight		750		63		37	26
Insurance - General Liability		31,546		31,546		25,031	6,515
Printing and Binding		3,500		292		253	39
Legal Advertising		500		42		94	(52)
Misc-Assessmnt Collection Cost		12,728		-		-	-
Misc-Contingency		500		42		15	27
Office Supplies		1,000		83		6	77
Annual District Filing Fee		175		175		175	 -
Total Administration		184,221	·	41,497	·	33,244	 8,25 <u>3</u>
Field							
ProfServ-Field Management		190,000		15,833		15,833	 •
Total Field		190,000		15, <u>833</u>		15,833	
Landscape							
R&M-Grounds		21,531		1,794		1,794	-
R&M-Irrigation		20,000		1,667		100	1,567
R&M-Tree Trimming Services		30,000		2,500		-	2,500

	AD	NUAL OPTED JDGET	TO DATE			NCE (\$) UNFAV)
R&M-Trees and Trimming		19,889	1,657		1,657	
R&M-Turf Care		242,796	20,233		20,233	-
R&M-Shrub Care		109,784	9,149		9,149	-
Miscellaneous Services		20,000	1,667		-	1,667
Total Landscape		464,000	 38,667	,	32,933	5,734
Utilities						
Electricity - General		31,000	2,583		2,583	-
Electricity - Streetlighting		400,555	33,380		39,380	-
Utility - Water & Sewer		110,000	 9,167		9,167	<u> </u>
Total Utilities		541,555	 45,130		45,130	-
Operation & Maintenance						
Contracts-Lake and Wetland		20,000	1,667		1,308	359
Communication - Telephone		5,000	417		212	205
Utility - Refuse Removal		2,500	208		207	1
R&M-Common Area		20,000	1,667		2,465	(798)
R&M-Equipment		15,000	1,250		1,150	100
R&M-Pools		57,000	4,750		1,280	3,470
R&M-Roads & Alleyways		5,000	417		-	417
R&M-Sidewalks		7,000	583		-	583
R&M-Parks & Amenities		B,500	708		703	5
R&M-Hardscape Cleaning		5,000	2,500		2,836	(336)
Misc-Contingency		8,610	718		-	718
Misc-Security Enhancements		2,500	208		95	113
Cap Outlay - Other		12,000	 		21,269	(2 <u>1,269)</u>
Total Operation & Maintenance		168,110	 15 <u>,093</u>		31,525	 (16,432)
	-	1,547,886	 156,220		158,665	(2,445)
Excess (deficiency) of revenues						
Over (under) expenditures		<u> </u>	 (78,143)		(80,660)	 (2,517)
Net change in fund balance	5	-	\$ (7 <u>8,1</u> 43)	\$	(80,660)	\$ (2,517)
FUND BALANCE, BEGINNING (OCT 1, 2013)		827,684	827,684		827,684	
FUND BALANCE, ENDING	\$	827,684	\$ 749,541	5	747,024	

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET	 AR TO DATE BUDGET		AR TO DATE ACTUAL		RIANCE (\$) .V(UNFAV)
REVENUES							
Interest - Investments	\$	500	\$ 42	\$	83	\$	41
Special Assmnts- Tax Collector		1,049,873	-		-		-
Special Assmnts- CDD Collected		439,551	-		312,188		312,188
Special Assmnts- Discounts		(41,994)	-		-		-
TOTAL REVENUES		1,447,930	42		312,271		312,229
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost		20,997	 -		-		-
Total Administration	_	20,997	 <u> </u>		-		-
Debt Service							
Principal Debt Retirement		375,000	-		-		-
Interest Expense		1,045,813	 -		<u> </u>		
Total Debt Service		1,420,813	 		<u> </u>		
TOTAL EXPENDITURES		1,441,810	 -		-		-
Excess (deficiency) of revenues							
Over (under) expenditures		6,120	 42		312,271		312,229
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance		6,120	-		-		-
TOTAL FINANCING SOURCES (USES)		6,120	٦				-
Net change in fund balance	\$	6,120	\$ 42	_\$	312,271	_\$	312,229
FUND BALANCE, BEGINNING (OCT 1, 2013)		1,852,157	1,852,157		1,852,157		
FUND BALANCE, ENDING	\$	1,858,277	\$ 1,852,199	<u></u>	2,164,428		

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

	1	ANNUAL ADOPTED BUDGET	 AR TO DATE BUDGET		AR TO DATE		ANCE (\$) (UNFAV)
REVENUES							
Interest - Investments	\$	100	\$ 8	\$	36	\$	28
Special Assents- CDD Collected		1,221,130	•		-		-
TOTAL REVENUES		1,221,230	8		36		28
EXPENDITURES							
Debt Service							
Principal Debt Retirement		275,000	-		-		-
Interest Expense		95 <u>1,750</u>	 -				~
Total Debt Service		1,226,750	 <u> </u>	_	-		
TOTAL EXPENDITURES		1,226,750	•				-
Excess (deficiency) of revenues							
Over (under) expenditures		(5,520)	 8		36		28
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance		(5,520)	-		-		-
TOTAL FINANCING SOURCES (USES)		(5,520)	•		•		-
Net change in fund balance	\$	(5,520)	\$ 8	\$	36	<u>\$</u>	28
FUND BALANCE, BEGINNING (OCT 1, 2013)		1,366,189	1,366,189		1,366,189		
FUND BALANCE, ENDING	\$	1,360,669	\$ 1,366,197	\$	1,366,225		

		ANNUAL ADOPTED BUDGET		YEAR TO DA BUDGET	TE		TO DATE	IANCE (\$) (UNFAV)
REVENUES								
Interest - Investments	\$		-	\$	-	\$	-	\$ -
TOTAL REVENUES			-		-		-	
EXPENDITURES								
TOTAL EXPENDITURES			-		-			-
Excess (deficiency) of revenues Over (under) expenditures	_				_		-	
Net change in fund balance	\$		-	\$	-	<u> </u>	÷	\$
FUND BALANCE, BEGINNING (OCT 1, 2013)			-		-		3,395	
FUND BALANCE, ENDING	\$		-	\$	_	\$	3,395	

Harmony Community Development District

Supporting Schedules

October 31, 2013

Harmony

Community Development District

Non-Ad Valorem Special Assessments - District Collected Monthly Collection Report For the Fiscal Year Ending September 30, 2014

							A	lloca	ation by Fund		
Date Received		et Amount Received	Discount/ (Penalties) Arnount	Collection Cost	Gross Amount Received	Ge	neral Fund Fund		eries 2001 ebt Service Fund	_	eries 2004 ebt Service Fund
DISTRICT COL	LECT	ED ASSESS		ED FY 2014	\$ 2,595,109	\$	934,428	\$	439,551	\$	1,221,130
Allocation %					100%		36%		17%		47%
10/1/13 (1)	\$	170,773			\$ 170,773	\$	-	\$	170,773	\$	-
10/1/13 (2)		141,414			\$ 141,414	\$	-	\$	141,414		-
10/31/13		77,869			77,869		77,869		-		-
TOTAL	\$	390,057	\$-	\$	\$ 390,057	\$	77,869	\$	312,188	\$	
% COLLECTED)				15.03%		8.33%		71.02%		0.00%
TOTAL OUTST	TAND	ING			\$ 2,205,053	\$	856,559	\$	127,364	\$	1,221,130

Note (1) - A portion of assessments received on 4/30/13 were deferred to FY 2014.

Note (2) - 2nd installment of assessments FY 2013 were received on 10/1/13 were deferred to FY 2014.

Cash and Investment Report October 31, 2013

General Fund]			
Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	Balance
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%/0.10% (1)	\$290,599
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$1,000
Checking Account	CenterState Bank	Business Checking Account	n/a	0 25%	\$2,535
				Subtotal _	\$294,134
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%	\$178,184
Money Market Account	Florida Shores Bank	Money Market Account	n/a	0.45%	\$102,445
Money Market Account	BankUnited	Money Market Account	n/a	0.35%	\$101,5 <u>58</u>
· · · · · · · · · · · · · · · · · · ·				Subtotal	\$382,188

Debt Service and Capital Projects Funds

Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	Balance
Series 2001 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$77,475
Series 2001 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	п/а	0.05%	\$1 ,415,519
Series 2001 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$684,943
Series 2004 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$3,229
Series 2004 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$857,096
Series 2004 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$505,900
Series 2004 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$3,395
				Subtotal	\$3,527.557

Total

<u>Notes</u>

(1) The Operating Account at CanterState Bank is a combination of Business Checking and Money Market. The different yields reflects the interest rate in each account, respectively. \$4,332,157

Schedule of Reimbursement September 30, 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.	\$ 16,374
Total to be Reimbursed	\$ 40,109

Date	Involce #		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	
3/19/2013	2066207		872	
3/19/2013	2066207		986	
4/19/2013	2066783		986	
4/19/2013	2066783		2,729	
5/19/2013	2067296		986	
5/19/2013	2067296		2,729	
6/17/2013	2067727		986	
6/17/2013	2067727		2,729	
7/24/2013	2068531		986]
7/24/2013	2068531		2,729	
8/28/2013	2069066		986	
8/28/2013	2069066		2,729	ł
9/23/2013	2069580		986	
10/24/2013	2070161		2,729)
10/24/2013	2070161		986	
		Total	\$ 39,120	1

Outstanding Balance

Note 1 - Invoice from STS Management Services will be reduced \$1,300 until January 2013 for the FY2006 assessments.

Note 2 - Invoice from STS Management Services will be reduced \$986 until November 2013 for the legal fees associated FY 2006 assessments.

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

Note 4 - Invoice from STS Management Services will be reduced \$2,729 until September 2013 for the estoppel letter corrections.

989

\$

HARMONY

Community Development District

Monthly Debit Card Purchases October 31, 2013

Date	Vendor	Description	Amount
10/2/2013	Amazon	Pool & spa Operator Handbook	53.00
10/3/2013	Amazon	ATD Tools Drill Bit Set	33,56
		Nut and Bolt Assortment	37.99
		4 Powder fre gloves	51.96
		6 Waterproof wire connectors	73.80
10/3/2013	Amazon	Cotton auto shop towels	25.00
		2 Multifold paper towel	45.98
10/3/2013	Amazon	45 gallon Can liner	53,29
10/3/2013	Атазол	45 gallon Can liner	53.29
10/3/2013	Amazon	45 gallon Can liner	53,29
10/3/2013	Amazon	46 gallon Can liner	53.29
10/3/2013	Amazon	2 Multifold paper towel	45.98
10/4/2013	Handy Hardware & Supply	Silver Deming Bit	27.37
10/4/2013	Harmony Town Square Market	24 pack Shur fine	14.95
10/7/2013	Sunoco	Fust for bobcat, mule, pressure wahser and blowers	51.00
10/8/2013	Amazon	2 Low back boat seals	111.98
10/8/2013	Amazon	1 Low back boat seat	55.99
10/8/2013	Amazon	Heavy duty 5 shelf shelving unit	49.00
10/8/2013	Amazon	Reavy duty 5 shelf shelving unit	49.00
10/8/2013	Amazon	Heavy duty 5 shelf shelving unit	49.00
10/10/2013	Smart Sign	Metallized polyester labels	81.00
10/17/2013	Amazon	2 First Ald Complete Care Kits	72.96
10/17/2013	Amezon	2 LED Emergency warning use flashing strobe lights bar	77.80
10/17/2013	Amazon	Diamond Sww blade	65.18
10/17/2013	Amazon	Angle Grinder	149.00
10/21/2013	Sunoco	Fuel for bobcat, mule, pressure wahser and blowers	75,00
10/21/2013	Hermony Town Square Market	24 pack Shur fine	14.95
10/22/2013	Customink	anvil Jersey T-shirt	236,00
10/22/2013	Amazon	4 Zipper front safety vest	29.80
10/22/2013	Amazon	2 Traffic safety cones	19.94
10/22/2013	Amazon	3 Traffic salety cones	29.91
10/22/2013	Amazon	3 Traffic safety cones	29 91
10/24/2013	Amazon	HP 61 Ink cartidge	32,00
10/28/2013	Amazon	ClearOne MAX EX conference phone	106,49
10/31/2013	Sunoco	Fuel for bobcat, mule, pressure wahser and blowers	70.00
11/1/2013	St. Cloud Cycle Inc	BobCat maintenace	471 95
11/1/2013	Sunoco	Fuel for bobcat, mula, pressure wahser and blowers	68,00

546022.53910.5000 546022.53910.5000 546022.53910.5000 546022.53910.5000 546022.53910.5000 546022.53910.5000 546135,53910,5000 548135,53910,5000 546135,53910,5000 546135,53910.5000 546135.53910.5000 546135.53910.5000 546135.53910.5000 546016.53910.5000 546016.53910.5000 546022,53910,5000 546022,53910.5000 546022,53910.5000 546022.53910.5000 546022,53910.5000 546022.53910.5000 546135,53910,5000 546022.53910.5000 546022.53910.5000 546022,53910,5000 546016.53910.5000 546016.53910.5000 546135.53910.5000 646135.53910,5000 546022.53910.5000 546022,53910.5000 546022.53910,5000 548018.53910.5000 546022,53910,5000 546016.53910,5000 546022,53910,5000 546016,53910,5000

G/L Coding

R&M - Equipment	546022 53910.5000	\$	1,621,45
R&M - Common Area	546016.53910.5000	\$	325.90
R&M - Park&Amenities	546135,53910,5000	\$	671,25
Misc. Contingency	549001,53902.5000	\$	-
Cap-Outlay - Other	564002.53910,5000	\$	-
		⊺otał \$	2,618.61

amazon.com

Final Details for Order #106-7629665-4226653

Print this page for your records.

Order Placed: September 30, 2013 Amazon.com order number: 106-7629665-4226653 Order Total: \$53.00

Shipped on October 1, 2013

Items Ordered

1 of; Pool & Spa Operator Handbook - 2011: National Swimming Pool Foundation, \$49.01 National Swimming Pool Foundation Condition: New Sold by: shrvn (seller profile)

Shipping Address:

Shipping Speed: Standard Shipping

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal, \$49.01 Shipping & Handling \$3.99

> Total before tax: \$53.00 Sales Tax: \$0.00

Price

Total for This Shipment:\$\$3.00

Payment information

Payment Method: Debit Card | Last digits:

Billing address

Todd Haskett Harmony CDD 210 N University Dr Suite 702 Coral Springs, Florida 33071 United States Item(s) Subtotal: \$49.01 Shipping & Handling: \$3.99

Total before tax: \$53.00 Estimated tax to be collected: \$0.00

Grand Total: \$53.00 👘

To view the status of your order, return to Order Summary.

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Amazon.com - Order 106-1466283-0745821

https://www.amazon.com/gp/css/summary/print.html/ref=oh_pi_000...

Two-Day Shipping

Shipped on October 2, 2013

Items Ordered	Price
1 of: Utopia Cotton Auto Shop Towels - 100 Pack (White)	\$25.00
Condition: New	
Sold by: Utopia Deals (<u>seller profile</u>) 2. of: <i>Georgia-Pacific Signature 21000 White 2-Ply Premium Multifold Paper</i>	\$22.99
Towel, 9.4" Length x 9.2" Width (Case of 16 Packs, 125 per Pack)	
Condition: New	
Sold by: Amazon.com LLC	

Todd Haskett 3500 HARMONY SQUARE DR W	Item(s) Subtotal: \$70.98 Shipping & Handling: \$0.00
HARMONY, FLORIDA 34773-6047	Total before tax: \$70.98
United States	Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Shipped on October 2, 2013

Items Ordered

1 of: Inteplast Group S404817N HDPE 45 Gallon Can Liner, 0.66 Mil, Star Seal, \$53.29 48" x 40", Natural (10 rolls of 25) Condition: New Sold by: Amazon.com LLC

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States

Item(s) Subtotal: \$53.29 Shipping & Handling: \$0.00 . . Total before tax: \$53.29 Sales Tax: \$0.00 ----

Price

Price

Total for This Shipment: \$70.98 .

Shipping Speed: **Two-Day Shipping** Total for This Shipment: \$53.29

Shipped on October 2, 2013

Items Ordered

1 of: Inteplast Group S404817N HDPE 45 Gallon Can Liner, 0.66 Mil, Star Seal, \$53.29 48" x 40", Natural (10 rolls of 25) Condition: New Sold by: Amazon.com LLC

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-5047 United States Item(s) Subtotal: \$53.29 Shipping & Handling: \$0.00

> Total before tax: \$53.29 Sales Tax: \$0.00

Total for This Shipment: \$53.29 🦏

Shipping Speed: Two-Day Shipping

Shipped on October 2, 2013

Items Ordered 1 of: Inteplast Group S404817N HDPE 45 (

1 of: Inteplast Group 5404817N HDPE 45 Gallon Can Liner, 0.66 Mil, Star Seal, 453-29 48" x 40", Natural (10 rolls of 25) Condition: New Sold by: Amazon.com LLC

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$53.29 Shipping & Handling: \$0.00

> Total before tax: \$53.29 Sales Tax: \$0.00

Price

.

Price

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$53,29

Shipped on October 2, 2013

Items Ordered

1 of: Inteplast Group S404817N HDPE 45 Gallon Can Liner, 0.66 Mil, Star Seal, \$53.29 48" x 40", Natural (10 rolls of 25) Condition: New Sold by: Amazon.com LLC

Shipping Address:	Item(s) Subtotal: \$53.29
Todd Haskett	Shipping & Handling: \$0.00
3500 HARMONY SQUARE DR W	
HARMONY, FLORIDA 34773-6047	Total before tax: \$53.29
United States	Sales Tax: \$0.00

Total for This Shipment: \$53.29

Two-Day Shipping

Shipping Speed:

Payment information

Payment Method: Debit Card | Last digits: Item(s) Subtotal: \$527-43 Shipping & Handling: \$0.00

Billing address

Todd Haskett Harmony CDD 210 N University Dr Suite 702 Coral Springs, Florida 33071 United States Total before tax: \$527.43Estimated tax to be collected: -51(9)

_		
	Grand Total: \$527.43	\supset

Credit Card transactions

MasterCard ending in 0396: October 2, 2013: \$53-9 MasterCard ending in 0396: October 2, 2013: \$45-98 MasterCard ending in 0396: October 2, 2013: \$45-98 MasterCard ending in 0396: October 2, 2013: \$70.98 MasterCard ending in 0396: October 2, 2013: \$70.98

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Amazon.com - Order 106-1466283-0745821

amazon.com

Final Details for Order #106-1466283-0745821

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Order Placed: October 2, 2013 Amazon.com order number: 106-1466283-0745821 Order Total: \$527.43

Shipped on October 2, 2013

Items Ordered	Price
1 of: ATD Tools 9229 Drill Bit Set - 29 Piece	\$33.56
Condition: New Sold by: Amazon.com LLC	
1 of; Wilmar W5226 Nut and Bolt Assorment, 1,200-Piece	\$37.99
Condition: New	sport of
Sold by: Amazon.com LLC	
4 of: Black Advance Nitrile Examination Powder Free Gloves, Black, 6.3 mil,	\$12.99
Heavy Duty, Medical Grade, 100/box by Diamond Gloves	
Condition: New Sold by: CLK Medical Supply (<u>seller profile</u>)	
6 of: King Safety Products 62125 Waterproof Wire Connectors, Orange, 25-Pack	\$12.30
Condition: New	4.20.00
Sold by: Amazon.com LLC	

Shipping Address:	Item(s) Subtotal: \$197.31
Todd Haskett	Shipping & Handling: \$0.00
3500 HARMONY SQUARE DR W	
HARMONY, FLORIDA 34773-6047	Total before tax: \$197.31
United States	Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Shipped on October 2, 2013

Items Ordered

Price

.....

2 of: Georgia-Pacific Signature 21000 White 2-Ply Premium Multifold Paper \$22,99 Towel, 9.4" Length x 9.2" Width (Case of 16 Packs, 125 per Pack) Condition: New Sold by: Amazon.com LLC

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$45.98 Shipping & Handling: \$0.00 ... Total before tax: \$45.98 Sales Tax: \$0.00

Total for This Shipment: \$197.31

Shipping Speed:

Total for This Shipment: \$45.98

Handyalan Hardwaro & Supply 1410 füth St. St. Gloud, FL 34760 407-892-7700

Transaction#: C71603 Associate: EClSupport Date: 10/02/2013 Time: 05:04:22 PM

FFF SALE FIX

Bill fo: Customer # Harmony Harmony Community Dev. Dist. 210 N University Dr Ste 702 Coral Springs, FL 33071

VARKS

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1.2

5/8" SLVR/DEMING BIT 362212 1.00 EACH @ \$22.99 N \$22.99 FASTENERS H259 \$.00 EACH @ \$2.59 N \$2.59 FASTENERS H179 1.00 EACH @ \$1.79 N \$1.79 Subtotal: \$27.37

.....

TAX EXEMPT TUTAL: \$27.37

MASTERCARD: \$27.37 CHANGE: \$0.00

BUYER AGREE'S TO PAY TOTAL AHOUNT ABOVE ALCORDING TO CARDHULDER'S AGREEMENT WITH ISSUER Approval:00704) CNUM:MASTERCARD EXP.../** NAME:TODD HASKE IT AMI:27.37

(X)

Author Lzed Signature

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10/2/2013 2:12 PM Sales Receipt #11215 Store. 1

Customer Copy

Harmony Town Square Market

7250 Harmony Square Drive South Harmony, FL 34773 Donne Nicholes · Menager (407) 892-0148 www.facebook.com/townsquaremarket Cashier;

item # 634	Q1y 6	Price \$2.99	Ext Price S14,95
24 pk SHUR FINE W			
		Subtota	: \$14.95
Local Sales Tex		0 % Ta	+ \$0 00
	RECEIPT	TOTAL	: \$14.95

Credit Card. \$14.95 XXXX MasterCard Reference # 1000005276 Auth=052374 Entry Swped Merchant # ***76501

Signature I agree to pey above amount according to card issuer agreement (merchant agreement if credit voucher).



Friday, December 5th, 4PM-9PM Harmony Town Square





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amazon.com

Final Details for Order #106-8154393-7066618

<u>Print this page for your records.</u>

Order Placed: October 7, 2013 Amazon.com order number: 106-8154393-7066618 Order Total: **\$167.97**

Shipped on October 8, 2013

Items Ordered

1 of: Shoreline Marine Low Back Boat Seat Condition: New Sold by: Amazon.com LLC

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$55.99 Shipping & Handling: \$0.00 Total before tax: \$55.99 Sales Tax: \$0.00 Total for This Shipment:\$55.99

Price

Price \$55.99

\$55.99

Shipping Speed: Two-Day Shipping Total for This Shipment:\$55.99

Shipped on October 8, 2013

Items Ordered

2 of: Shareline Marine Low Back Boat Seat Condition: New Sold by: Amazon.com LLC

Shipping Address:

Shipping Speed: Two-Day Shipping

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$111.98 Shipping & Handling: \$0.00 Total before tax: \$111.98 Sales Tax: \$0.00

Total for This Shipment:\$111.98

Payment information

Payment Method:

Debit Card | Last digits:

Billing address

Todd Haskett Harmony CDD 210 N University Dr Item(s) Subtotal: \$167.97 Shipping & Handling: \$0.00 Total before tax: \$167.97 Estimated tax to be collected: \$0.00 Amazon.com - Order 106-8154393-7066618

https://www.amazon.com/gp/css/summary/print.html/ref=oh_pi_007_...

Suite 702

Suite 702 Coral Springs, Florida 33071 United States

Grand Total: \$167.97

Credit Card transactions

MasterCard ending In MasterCard ending In October 8, 2013: \$111.98 October 8, 2013: \$55.99

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amazon.com

Final Details for Order #106-1137369-1649811

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Order Placed: October 8, 2013 Amazon.com order number: 106-1137369-1649811 Order Total: \$147.00

Shipped on October 8, 2013

ن لال الtems Ordered

1 of: Edsal UR185L-BLK Black Steel Heavy Duty 5-Shelf Shelving Unit, 4000lbs \$49.00 Capacity, 36" Width x 72" Height x 18" Depth Condition: New Sold by: Amazon.com LLC

Shipping Address:

Shipping Speed: Standard Shipping

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Itern(s) Subtotal: \$49.00 Shipping & Handling: \$0.00 Total before tax: \$49.00 Sales Tax: \$0.00

Price

Total for This Shipment:\$49.00

Shipped on October 8, 2013

• Items Ordered Price 1 of: Edsal UR185L-BLK Black Steel Heavy Duty 5-Shelf Shelving Unit, 4000lbs \$49.00 Capacity, 36" Width x 72" Height x 18" Depth Condition: New Sold by: Amazon.com LLC

Shipping Address:Item(s) Subtotal: \$49.00Todd HaskettShipping & Handling: \$0.003500 HARMONY SQUARE DR W-----HARMONY, FLORIDA 34773-6047Total before tax: \$49.00United StatesSales Tax: \$0.00

Total for This Shipment:\$49.00

Shipping Speed: Standard Shipping

Shipped on October 8, 2013

Items Ordered

Price

1 of: Edsal UR185L-BLK Black Steel Heavy Duty 5-Shelf Shelving Unit, 4000lbs \$49.00 Capacity, 36" Width x 72" Height x 18" Depth Condition: New Sold by: Amazon.com LLC

Shipping Address:

Shipping Speed:

Standard Shipping

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$49.00 Shipping & Handling: \$0.00 Total before tax: \$49.00 Sales Tax: \$0.00 Total for This Shipment:\$49.00

Payment Method: Debit Card | Last digits: 0396

Billing address

Todd Haskett Harmony CDD 210 N University Dr Suite 702 Coral Springs, Florida 33071 United States Item(s) Subtotal: \$147.00 Shipping & Handling: \$0.00 -----Total before tax: \$147.00 Estimated tax to be collected: \$0.00 -----Grand Total:\$147.00

Credit Card transactionsMasterCard ending inOctober 8, 2013:\$49.00MasterCard ending inOctober 8, 2013:\$49.00MasterCard ending inOctober 8, 2013:\$49.00

Payment information

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Invoice

32 Court Street, Suite 2200, Brooklyn, NY 11201



Questions? Call (888) 343 3729

Bill To		Ship To				
Todd Haskett Harmony CDD 210 N. University Dr Sulte 702 Coral Springs , FL 33 Phone: 407 691 1616 Email: thaskett@ham		HARMO				
Order # MAT-44182	Date: October 8, 2013		Ship by: UPS Reg	ular		
CC: MasterCard	Name: Todd Haskett Harmony	CDD	Card #*********		Expin	y: 05/16
Item Description			Unit Price		Qty.	Amount
1 . Silver Metallized Pol Size: 0.75" x 2" Part#: AT-3030-8 • H	yester Labels - ¾" x 2" TC Code: 4821.10.00.00		\$ 0.8100 /Label Package: 1 Label	100	Label s	\$ 81.00
2 . Free Vinyl Squeegee Size: 0.75" x 2" Part#: AT-SQUEEGEE-Fi	-		\$ 0.00 / Package:		1	\$ 0 .00
	T		Product Subtol	al :		\$81.00
- A	i ^N		Shipping Charge	es:		Free
(2 ^{vipn}	75 De Print Page	🔀 Close W	Order Tol	æl:		\$81.00

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amazon.com

Final Details for Order #106-9147379-6550655

Print this page for your records.

Order Placed: October 16, 2013 Amazon.com order number: 106-9147379-6550655 Order Total: \$364.94

Shipped on October 16, 2013

Items Ordered

2 of: First Aid Kit With Hard Case- 326 pcs- First Aid Complete Care Kit - Exceeds \$36.48 OSHA & ANSI Guidelines - Ideal for the Workplace - Disaster Preparedness Condition: New Sold by: Cheapees (seller profile)

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$72.96 Shipping & Handling: \$0.00 Total before tax: \$72.96 Sales Tax: \$0.00

Price

Total for This Shipment: \$72.96

Shipped on October 16, 2013

Items Ordered

Shipping Speed: Two-Day Shipping

2 of: Ipuled New High quality 54 x Ultra Bright White and Amber LED Emergency \$38,90 Warning Use Flashing Strobe Lights Bar For Windshield Dash Grille Condition: New Sold by: Bigshop (<u>seller profile</u>)

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$77.80 Shipping & Handling: \$0.00 Total before tax: \$77.80 Sales Tax: \$0.00 Total for This Shipment:\$77.80

Price

Shipping Speed: Two-Day Shipping

Shipped on October 17, 2013

Items Ordered

Price

1 of: *Bosch DB963 Premium Plus 9-Inch Dry Cutting Turbo Continuous Rim* \$65.18 *Diamond Saw Blade with 7/8-Inch Arbor for Masonry* Condition: New Sold by: Amazon.com LLC

Shipping Address:

Shipping Speed: Two-Day Shipping

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$65.18 Shipping & Handling: \$0.00 Total before tax: \$65.18 Sales Tax: \$0.00

Total for This Shipment:\$65.18

· · · · ·

Price \$149,00

Shipped on October 16, 2013

Items Ordered 1 of: *Makita GA9020 9-Inch Angle Grinder* Condition: New Sold by: Amazon.com LLC

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$149.00 Shipping & Handling: \$0.00 Total before tax: \$149.00 Sales Tax; \$0.00

Shipping Speed: Two-Day Shipping Total for This Shipment: \$149.00 /

Payment information

Payment Method: Debit Card | Last digits:

Billing address

Todd Haskett Harmony CDD 210 N University Dr Suite 702 Coral Springs, Florida 33071 United States Item(s) Subtotal: \$364,94 Shipping & Handling: \$0.00 -----Total before tax: \$364.94 Estimated tax to be collected: \$0.00 -----Grand Total:\$364.94

Credit Card transactions

MasterCard ending in (October 16, 2013:\$149.00MasterCard ending in (October 16, 2013: \$77.80MasterCard ending in (October 16, 2013: \$72.96MasterCard ending in (October 17, 2013: \$65.18

To view the status of your order, return to Order Summary.

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Sunaca SUNOCO 6990 E BRONSON MEMORIAL ST CLOUD, FL 34771 Merchant#: H312653779001 10/17/13 08:36:37 Fuel. Bobcat Mule Pressure Washer Blowers CARD NOT CHARGED UNTIL SALE COMPLETE FINAL RECEIPT PRINTS AT DISPENSER Regular Pure/Self 75 00 Pump5 Prepay 23.0130 3,269 75 00 Subtotal 0.00 Sales Tax Total \$75.00 Credit Card(USD\$) \$75.00 \$0.00 Chanse XXXXXXXXXX MC -Trans# 307558 Approval# 094672 Join Our Loyalty Program and Save Card Total: \$75.00 . . *** Customer stanature on file *** . . . Trans, ID# 747997 e10s917t3 For gou Thank ဂုပ်င ins 53 \leq

10/18/2013 9 55 AM Store 1

Sales Receipt #12327

	Customer C	ору	4
7250 Han He Donn	Town So mony Squar amony, FL a Nicholas - (407) 892-0 pok com/tow	e Orive S 34773 Manager 146	outh
Cashier			
Item #	Qty	Price	Ext Price
634	5	S2 99	\$14 95
24 pk SHUR Fift	- VA		
		Subtota	I: \$14.95
Local Sales	Тах	0 % Ta	× + \$0,00
	RECEIP	T TOTAL	L: \$14.95
Credit Card S	14.95 XXX	x	

MasterCard

Wata

Reference # 1000005784 Auth=013791 Entry Swiped Merchant # ***78501

Signature 1 agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

e,



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Friday, Decembel 6th, 4PM-9PM Harmony Town Square www.Harmony Pl. Coor



CustomInk Order Invoice - Order #3498358

http://www.cusa. ------



CEIPT

to o (+

Balan

Order Placed	Artwork Completed	Gener Shipped	Shi
10/21/2013			

Bill to: TODD HASKETT HARMONY CDD 210 N UNIVERSITY DR SUITE 702 CORAL SPRINGS , FL 33071-7320 407-973-2322 Ship to: TODD 10* 3500 HAR* HARMONY 407891 163 •

Contact: Todd Hask Thaskell Harmony 111

PROJECT (1) 407-973 (3)

Design	Screenprinting	Item	Size/Original	C
harmony1	0 color front	Anvil Jersey T-shirt 1. 14	M: 10, L: 5, X 🔅	
	1 color back		Total: 20	

(h.)

Amount Paid() and a second

Please send proment to:

CustomTak and PO Box 799 313 Baltimore, 49 21279-1253 Attn: Accor as Receivable

If you have any questions, phose call 866-485-8160.

Thank you for placing your order with HistomInk.com. We business and look forward to serving you and the

Amazon.com - Order 106-6100829-9413062

amazon.com

Final Details for Order #106-6100829-9413062

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Order Placed: October 21, 2013 Amazon.com order number: 106-6100829-9413062 Order Total: **\$109.56**

Shipped on October 21, 2013

Items Ordered

4 of: Neiko High Visibility Neon Yellow Zipper Front Safety Vest with Reflective \$7.45 Strips - Meets ANSI/ISEA Standards, Size Large Condition: New Sold by: eToolscity (seller profile)

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$29.80 Shipping & Handling: \$0.00 Total before tax: \$29.80 Sales Tax: \$0.00

RANX-7

Price

Shipping Speed:

Two-Day Shipping

Total for This Shipment:\$29.80

Shipped on October 21, 2013

Price
\$9.97

Shipping Address: Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$19.94 Shipping & Handling: \$0.00 Total before tax: \$19.94 Sales Tax: \$0.00 Total for This Shipment:\$19.94

Shipped on October 21, 2013

Items Ordered

Shipping Speed: Two-Day Shipping

3 of: 3M PVC Traffic Safety Cone, 18-Inch Condition: New Sold by: Amazon.com LLC **Price** \$9.97

Shipping Address:

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States

Shipping Speed:

Two-Day Shipping

Item(s) Subtotal; \$29.91 Shipping & Handling: \$0.00 -----Total before tax: \$29.91 Sales Tax: \$0.00

Total for This Shipment: \$29.91

Price \$9.97

Shipped on October 21, 2013

Items Ordered

3 of: *3M PVC Traffic Safety Cone*, *18-Inch* Condition: New Sold by: Amazon.com LLC

Shipping Address:

Shipping Speed:

Two-Day Shipping

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States

Item(s) Subtotal: \$29.91 Shipping & Handling: \$0.00 Total before tax: \$29.91 Sales Tax: \$0.00

Total for This Shipment: \$29.91

Payment information

Payment Method:

Debit Card | Last digits:

Billing address

Todd Haskett Harmony CDD 210 N University Dr Sulte 702 Coral Springs, Florida 33071 United States Item(s) Subtotal: \$109.56 Shipping & Handling: \$0.00 Total before tax: \$109.56 Estimated tax to be collected: \$0.00

Grand Total:\$109.56

Credit Card transactions	MasterCard ending in	: October 21, 2013: \$29.91
	MasterCard ending In	October 21, 2013: \$29.91
	MasterCard ending in (October 21, 2013: \$29.80
	MasterCard ending in	October 21, 2013: \$19.94

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Amazon.com - Order 106-4827905-2597869

amazon.com

Final Details for Order #106-4827905-2597869

Print this page for your records.

Order Placed: October 23, 2013 Amazon.com order number: 106-4827905-2597869 Order Total: \$32.00

Equipmet

Shipped on October 23, 2013

Items Ordered

1 of: *HP 61 Ink CartHdge- Combo Pack* Condition: New Sold by: Mckinley Distribution (<u>seller profile</u>)

Shipping Address:

Shipping Speed: Two-Day Shipping

Todd Haskett 3500 HARMONY SQUARE DR W HARMONY, FLORIDA 34773-6047 United States Item(s) Subtotal: \$32.00 Shipping & Handling: \$0.00 Total before tax: \$32.00 Sales Tax: \$0.00 Total for This Shipment:\$32.00

Price

\$32.00

Payment information

Payment Method: Debit Card | Last digits:

Billing address

Todd Haskett Harmony CDD 210 N University Dr Suite 702 Coral Springs, Florida 33071 United States Item(s) Subtotal: \$32.00 Shipping & Handling: \$0.00 Total before tax: \$32.00 Estimated tax to be collected: \$0.00 Grand Total:\$32.00

To view the status of your order, return to <u>Order Summary</u>.

Please note: This is not a VAT invoice.

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Amazon.com - Order 106-4396181-3304256

amazon.com

Final Details for Order #106-4396181-3304256 Print this page for your records.

Order Placed: October 25, 2013 Amazon.com order number: 106-4396181-3304256 Order Total: \$106.49

Equipment

Shipped on October 25, 2013

Items Ordered

1 of: ClearOne MAX EX Conference Phone Condition: Used - Very Good Sold by: mtav-ting (seller profile)

Price \$99.00

.....

Shipping Address:	Item(s) Subtotal:	\$99,00
Todd Haskett	Shipping & Handling:	\$7.49
3500 HARMONY SQUARE DR W		
HARMONY, FLORIDA 34773-6047	Total before tax:	\$106,49
United States	Sales Tax:	•

Shipping Speed:

Standard Shipping

49 00 Total for This Shipment: \$106.49

Payment information

Payment Method: Debit Card | Last digits:

Billing address

Todd Haskett Harmony CDD 210 N University Dr Suite 702 Coral Springs, Florida 33071 United States

Item(s) Subtotal: \$99.00 Shipping & Handling: \$7.49 ____ Total before tax: \$106.49 Estimated tax to be collected; \$0.00 -----

Grand Total: \$106.49

To view the status of your order, return to Order Summary.

Please note: This is not a VAT invoice.

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Sunoco

SUNGCO 6990 E BRONSON MENORIAL ST CLOUD, FL 34771 Merchanti: H312653779001

10/26/13 11:42:51

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CARD NOT CHARGED UNTIL SALE COMPLETE FINAL RECEIPT PRINTS AT DISPENSER

Regular Pure/Self Pump6 Prepay 22.0198 @ 3.179 70.00

Subtotal Sales Tax Frites L Gredit Card(USD\$) 70.00 0.00 \$70.00 \$70.00

\$0.00

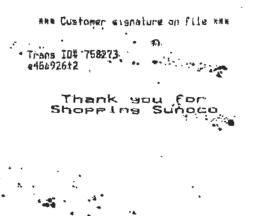
XXXXXXXXXXXXX MC Trans# 312090 Approva1# 014849

Join Our Loyalty

Change

Program and Save

Card Total: \$70.00



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10/30/2013		08:36:58 XXXXXXXXXXXX1475		IY FINA	BILL			• St. Cloud, FL 3477	72 Intend	led Payment Method:
Merchant ID:		7109	147	-				x: 407-957-593		
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				XCEED		Nome:	17.4		Proposed.Co	ompletion Date:
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	MC SALE					City;	State	e: Zip:	Work Phone:	
CARD #		XXXXXXXXXXXXXXX	NE	ESTIMAT	ſE.	Other Authorized Pers	son:		Phone:	
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TRANS ID:		Swiped	*	PRICE	EXTEND	Customer Complaint/	Problem:	•		
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for any reason as	sear Bowle and re		arte <u>/</u>	will be ap	plied. <u>2013</u>	miscellaneous shop suppli fee for each new tire sold i	ites or waste in the State	rofits to the motor wehicle ra e disposal. ***FS#03.718 M e of Florida ***F9x03.7185 vattery sold in the State of F	andites a \$1.00 manualas e \$1.50	TOTAL:
- Jan					•.			TINTS	n Printed B	y: SL, Cloud Stationers 407-892-1319

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Sunoco

SUNOCO 6990 E BRONSON MEMORIAL ST CLOUD, FL 34771 Merchant‡: H312653779001

11/02/13 13:09:36

CARD NOT CHARGED UNTIL SALE COMPLETE FINAL RECEIPT PRINTS AT DISPENSER

Regular Pure/Self Pump9 Prepay 21.9426 @ 3.099 68,00 68,00

\$0.00

Subiotal Sales Jax Total Credit Card(USN\$) 0.00 \$68,00 \$68.00

Change

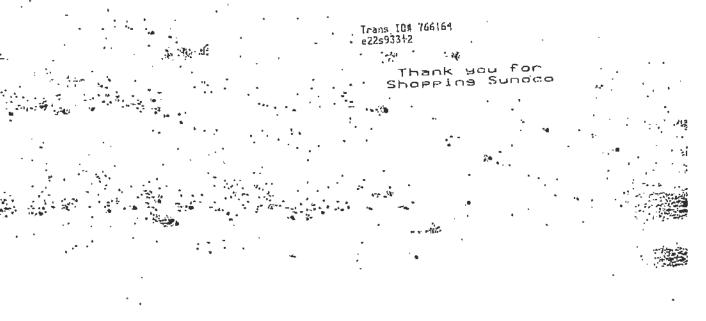
XXXXXXXXXXXXX5286 Trans# 315468 Reproval# 014207

Join Our Loyalty

Program and Save

Card Total: \$68.00

*** Customer signature on file ***



6C.

	HARMONY CDD LOG							
DATE	CONCERN	LOCATION	ACTION TAKEN	STATUS	NAME			
8/8/2013	no formal lease renewal, can't use ID card	713 Beargrass	didn't sign year lease-hoping to move	TH	Leland Austin			
8/9/2013	resident feeding sand hill cranes	small dog park at Buttonbush Loop	name of resident unknown: reported by:	ΤH	Jacqueline Meeks			
	no formal lease renewal, can't use ID card			тн	Corey Martin			
8/20/2013	common area has grass growing over sidewall	Butterfly Dr. between Galaxy & Schoolhouse Rd	Mowed and edged	ТН	Fred Meeks			
8/26/2013	upset about access card policy (monthly)	6949 Cupseed Lane		TH	Paula Warren			
	wants earlier or later pool hours for exercise	swim club pool	Pools are not open at night, per Florida LAW	TH	Doug Eldridge			
9/5/2013	latch missing from lawnmower gate	big dog park	Staff addressed	ТН	Keru! Kassel			
9/6/2013	large wasp colonies	pergolas by restaurant and Catbrier (golf course)	Staff addressed	тн	Cacille Diez			
9/10/2013	flat tire from nails left on streets	construction zone	not a CDD issue	TH	Ann Shaw			
9/12/2013	pool umbrella blew into pool	swim club pool	All umbrellas secured.	TH	Amanda VandenBerg			
10/10/2013	Water faucet at sm dog park broken/need hos	Small Dog Park	Replaced faucet and installed new hose	TH	Kerul Kasse			
10/14/2013	gusher in irrigation	Cupseed & Schoolhouse Rd.	Repaired	TH	Dave Leeman			
10/14/2013	fence has hole in it, dog escaped	Large dog park	Repaired	TH]			
10/14/2013			Repaired	ТН	Kerul Kasse			
			Marked area with caution paint, Repair Scheduled	Th	Jane Christensen			
10/22/2013	drip hose gushing	large dog park	Repaired	ТН	Dave Leeman			
10/28/2013	opposed to fishing in ponds	Brackenfern			Gien Becker			
10/28/2013	opposed to fishing in ponds	3324 Brackenfern			Dan Miller			

6D.

Harmony CDD Website Statistics as of November 13, 2013 (counter reset October 1, 2013)

OVERVIE	W				
• To	otal Visitors:	712	•	Visitors, October:	541
• To	otal Page Views:	3,455	•	Page Views, October:	2,661
• To	otal Spiders:	3,181	•	Visitors, November:	224
• To	otal Feeds:	135	•	Page Views, November:	794
OPERATI	NG SYSTEMS				
• W	/indows 7:	926	•	iOS 7:	77
• W	indows XP:	828	•	Windows Vista	59
• Li	nux:	169	•	Android Linux 4:	50
• M	ac OS X Mountain Lion:	138	•	Mac OS X Lion:	43
• W	/indows 8:	107	•	iPad:	42
BROWSE	RS				
• M	lozilla:	838	•	Safari:	170
• In	ternet Explorer 6:	454	•	Firefox 24:	10′
• In	ternet Explorer 10:	217	•	Opera 9:	10
• In	ternet Explorer 8:	194	•	Firefox 22:	9
• Cl	hrome 30:	183	•	Firefox 3:	89
SEARCH	ENGINES				
• G	oogle:	59	•	Yahoo:	
• Y	andex:	6 ,	•	Dogpile:	
TOP PAG	ES				
• H	ome:	808	•	/Board-Members:	14
• /re	obots.txt	278	•	/Public-Records/Agendas:	11
• <u>/</u> B	Board-Meetings/index,php:	150			
TOP DAY	<u> </u>				
• 0	ctober 14, 2013	424	•	October 26, 2013	22
• 0	ctober 12, 2013	298	•	October 17, 2013	22
• 0	ctober 31, 2013	237			
TOP DAY	S Unique Visitors				
• 0	ctober 14, 2013	106	•	October 7, 2013	3
• 0	ctober 10, 2013	38	•	October 26, 2013	3
• 0	ctober 5, 2013	33			

TOP DAYS -- Page Views

October 12, 2013

• October 14, 2013

• October 31, 2013

146

133

- October 17, 2013
- October 26, 2013 171

LAST PAGES

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Date	Page	OS	Browser
November 13, 2013	/Recreational-Facilities	Mac OS X Mtn Lion	Safari
November 13, 2013	/Public-Records/Agendas	iOS 7	Safari
November 13, 2013	/Public-Records/Minutes	Windows 7	Internet Explorer 10
November 13, 2013	Page: Minutes	Windows 7	Internet Explorer 10
November 13, 2013	/Public-Records	Windows 7	Internet Explorer 10
November 13, 2013	Page: Public Records	Windows 7	Internet Explorer 10
November 13, 2013	/Board-Meetings	Windows 7	Internet Explorer 10
November 13, 2013	Page: Home	Windows 7	Internet Explorer 10
November 13, 2013	/Public-Records/Rules	Windows XP	Internet Explorer 8
November 13, 2013	/F-A-Q	Windows XP	Internet Explorer 8

349

226

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

•	harmonycdd.org	6
•	admin@harmonycdd.org	2
	cdd stories	2
•	www.harmonycdd.org/public-	
	records/agendas	2
•	buck lake harmony florida	1
•	buck lake harmony florida hydrology	1
•	cddharmonyfi	1
•	florida irrigation January 2014	1
•	future development in harmony fl	
	recreational center	1
•	harmony buck lake fishing	1
•	harmony buck lake parp	1
•	harmony cdd	1
٠	harmony community development	
	district	l
•	harmony fl cdd fees	1
•	harmony fl cdd form	1
•	owners responsibility for easement	
	between property and road	1