

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

JANUARY 30, 2014

AGENDA PACKAGE

DM

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

January 20, 2014

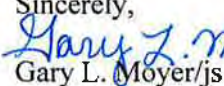
Board of Supervisors
Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held **Thursday, January 30, 2014 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 December 19, 2013 Meeting**
3. **Audience Comments**
4. **Subcontractor Reports**
 - A. Aquatic Plant Maintenance – Bio Tech
 - B. Landscaping – Davey Tree
 - i. Monthly Highlight Report
 - C. Field Manager
 - i. Dock and Maintenance Activities Report
 - ii. Buck Lake Boat Use Report
 - iii. Consideration of Bids for Floating Dock Replacement
5. **Developer's Report**
 - A. Discussion of Sponsorship Opportunities for the Harmony Dark Sky Festival
 - B. Consideration of *Paint the Town Purple's* Relay for Life Initiative
 - C. Discussion of OUC Streetlight Report
6. **District Manager's Report**
 - A. December 31, 2013 Financial Statements
 - B. Invoice Approval #165 and Check Run Summary
 - C. Consideration of Engagement Letter with LLS Tax Solutions, Inc. to Provide Arbitrage Services for the Series 2004 Capital Improvement Revenue Bonds
 - D. Public Comments/Communication Log
 - E. Website Statistics
7. **Staff Reports**
 - A. Attorney
 - i. Discussion of Rules
 - 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,

Gary L. Moyer/js
District Manager

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

www.harmonycdd.org

Meeting Location:
Harmony Golf Preserve Clubhouse
7251 Five Oaks Drive
Harmony, Florida 34773
407-891-1616

Minutes

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 19, 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	Attorney: Young vanAssenderp, P.A.
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Brock Nicholas	Harmony Development Company
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Berube called the meeting to order at 6:00 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 November 21, 2013, Regular Meeting

Mr. Berube reviewed the minutes of the November 21, 2013, regular meeting, and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 15 should read, "Ms. Snyder stated it is not just as unsafe on a pond that does not have a house on it as it is on a pond that does have a house." Page 16 fourth line from the bottom should read, "I have not expressed any particular opinions about this particular ~~role~~ rule." Page 17 should read, "My concern is that the Sunshine Law is very specific but has a couple ~~perquisites~~ prerequisites." Page 20 fifth line from the bottom should read, "Mr. Berube stated I think you can continue with this new product, and we will look at it again in six months." Page 52, I am not sure what this sentence means, and Harmony should be capitalized. "We are supposed to be living here in harmony, and we are trying to build this community up the proper way."

Mr. Moyer stated I think the idea is living in Harmony, we are supposed to be building up the community. It is a fragment in the middle of a sentence.

Mr. Berube stated there was a double entendre. It could be harmony or Harmony, depending on how you want to take it.

Mr. Farnsworth stated page 44, line 15 should read, "It might as well muffle inuzzle us completely."

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the minutes of the November 21, 2013, regular meeting, as amended.

THIRD ORDER OF BUSINESS

Audience Comments

Mr. Anthony Presley stated related to the discussion of rules on fishing, I was asked by a few of my neighbors to provide some letters to the Board that they had written. Some have been sent to the email address, and some have not. I do not want to read all of them, but they all oppose fishing on any ponds. I would like to provide the package to the Board so you can review it before or during your discussion and before your vote. I am in agreement with them. There are a total of 18 letters.

Mr. Moyer stated one of questions we received on the telephone today was whether we are going to vote on fishing tonight.

Mr. Berube stated there will be no vote on fishing tonight.

Mr. Presley stated there is a discussion, though.

Mr. Berube stated yes.

Mr. Presley stated this is to be provided prior to discussion and prior to the vote. These are residents' comments. I included names and addresses when provided.

Mr. Berube stated you should provide those to Mr. Moyer.

Ms. Kassel stated so you do not have a letter included, and you would be 19.

Mr. Presley stated that is correct.

A Resident asked when is the vote going to take place?

Mr. Berube stated it depends on the discussion tonight. A lot of rules were revised, and we need to review them page by page. Everyone will have input as to what is going to happen. Mr. Qualls will revise the rules again based on tonight's commentary, which will be circulated back to us before the next meeting. We will review them again, and then we will advertise a public hearing for a date in the future. Realistically, it is probably two months away for final adoption.

Mr. LeMenager stated it will probably be longer than that.

Mr. Berube stated that is correct because we have to advertise it. The vote is at least 60 days away from today for final adoption.

Ms. Kassel stated I printed a set of the rules we are talking about changing. We will not be discussing them until the end of the meeting. If someone wants to take these and pass them around to see what is proposed, you are welcome to review them, and provide them to me when you are done.

Mr. Joe Balash stated the two new boardwalks at Lakeshore Park are open at the ends. A seven-foot alligator lives in there. Alligators are not very bright. If the alligator decides to go down to the dock and walk down to the end and a small kid goes running down to the end and confronts the alligator because it is too big to get off, we will have a problem. Could we put gates at the end? They do not have to be lockable but spring loaded that close so something like that cannot happen.

Mr. Berube stated they are closed at the end of the lake.

Ms. Kassel stated he is talking about the entry.

Mr. Nicholas stated the concrete tie-in at the front.

Mr. LeMenager stated so if an alligator walks down there, you could find yourself suddenly coming face-to-face with an alligator that is out for a walk.

Mr. Balash stated I am not saying it will happen, but it could.

Mr. Berube stated that is good consideration. I have been down there a number a times and have not found any alligators yet.

Mr. Jim Franson stated I would like to add my name to the list of those who oppose fishing in the ponds.

Ms. Kassel asked do you live on a pond?

Mr. Franson stated yes, there is one directly behind my house.

Mr. Berube asked the one that ends at Five Oaks Drive at the corner?

Mr. Franson stated yes.

A Resident stated it is on the corner of Five Oaks Drive and Goldflower near all the new houses going up in the Green neighborhood.

Mr. Berube stated I went by those today. There is a buffer zone between those lots and the pond, per se. It is about 20 feet wide with trees along that whole strip.

The Resident stated it is about 10 to 15 feet. A six-foot alligator lives in that pond.

Mr. Berube stated I understand. I just want to be sure that I am thinking of the right houses with the buffer behind it.

The Resident stated yes.

Ms. Linda Balash stated I came into this discussion about fishing rather late. I am wondering what is the driving force to change the rules.

Mr. Berube stated the driving force is we have a rule that is unenforceable. There are many reasons. We got into this a number of times. The reality is, the District's mission is to build and manage and maintain infrastructure, not to be setting policies on no fishing or no trespassing. We did it in the past, and we probably ought not have done it. That is up for discussion. But we have a rule that says no trespassing, and we were trying to determine a way of keeping people out of the ponds. We went around the "no fishing" discussion by putting up a No Trespassing sign. The problem is, that becomes unenforceable. The deputies will not enforce it. I met with a deputy sheriff, and he talked to his legal counsel. The average deputy when called out here will make a very slow response and will probably ask someone to remove themselves in response to the call. Anyone who knows the law can stand up to the deputy and say they will not leave. The deputy will not force them to leave. The only way a trespass can be enforced is if a member of the CDD arrives there with the deputy and is willing to sign a trespass ticket. I do not know that anyone will want to do that. They will not enforce it against residents, but they will against non-residents. The only way they will enforce the signs is if there is a fence all the way around the pond and they found someone inside the fence. Right now, the sign says no fishing, no swimming, and no trespassing. Most of the signs are in the water, largely to keep them from being stolen. When a deputy sees someone there, he sees the sign in the water and he has a hard enforcement problem. I realize there is a room full of people here who are against fishing, but there are a number of residents who want fishing. That is evident because they go to the ponds and they fish, sometimes right in front of the No Trespassing sign. I appreciate that people have their opinions and it becomes very emotional. I will offer a compromise later in the meeting that I hope will make everyone happy.

Mr. LeMenager stated it is not possible to make everyone happy.

Mr. Berube stated we will try to make everyone as happy as we possibly can, in light of the situation. The reality is that this Board represents everyone who lives in this

community. Though you are the loud voices that show up and make comments, there are 1,200 or 1,300 people who live here. I understand you are here saying no, but there are others who either do not care or they want to allow it. We are trying to eliminate rules that cannot be enforced. There has been a lot of modification and it is difficult to enforce. Those are my thoughts.

Ms. Kassel stated my thought is very different. I think the rule is enforceable. First, the rule is no fishing. The way we are able to enforce the rule or the way you put into practice the enforcement of the rule is by putting up a No Trespassing sign: no swimming, no fishing, no trespassing. We also cite the Florida Statute on the sign. That has kept a lot of people from fishing. There are plenty of times when the sheriff has come and asked someone to leave. It is entirely enforceable, in my opinion, and it has been enforced by the sheriff many times. I do not think that the purpose of fixing the rules is to remove anything that is unenforceable. You could question enforcement of any of these rules as to how enforceable it actually is. The people who have shown up being opposed to fishing in the ponds a couple meetings in a row and who have sent letters is a considerable show of residents and something we should take into strong consideration.

Mr. Berube stated there is no doubt we have differing opinions.

A Resident asked how many of you live on a pond? Mr. Nicholas does.

Ms. Kassel stated he is not a Board member. I live near a pond but not in front of a pond.

Mr. Walls stated I have lived on a pond in the past.

Mr. Berube stated when we talk about the ponds, for our discussion, we are talking about seven District-owned ponds. All the other ponds are owned by someone else. Three of those seven are contiguous to homes: #24 on Brackenfern, #26 on Dog Trot and #33 at the Estates entrance. On those three ponds, there are 40 lots.

A Resident stated you forgot our pond on Goldflower.

Mr. Berube stated no, I did not. I listed lots that are contiguous. Your lots are not contiguous to the pond because there is a buffer zone in between. You have to draw the line somewhere as to what is a water front or a lake front or a pond front house. Houses all along Schoolhouse Road are across the street from a pond. How far is too far? I understand being close to the water.

Mr. LeMenager asked are we supposed to be discussing rules much later in the meeting?

Mr. Berube stated yes.

Mr. Dave Leeman stated I would like to point out again that I am against fishing. Mr. Berube has said there are some who are and some who are not, while others do not care. The ones who do are the minority, and the ones who do not are a majority compared to the ones who do not. The biggest majority is probably the ones who do not care because you do not hear from them. However, that is not my main point. If it is unenforceable, why do you need to change it? Just leave it the way it is. No one can enforce it, and anyone can fish when they want. What is the difference? Why go through the process? Just leave it. That is not my main point. My main point is you should not be changing rules willy nilly. It sets a very bad precedent. The idea that you find something you do not like and decide to change it invites single-issue politics. During the next election, we might get someone who runs on the issue of no fishing and gets elected, even though they might not be the best CDD Supervisor. Then the next person who comes up might have their own issue with it because of their personal ideas or because they think the rule is no good or whatever. Then we get single-issue politics on that one. It is really a bad precedent. All rules should be changed only when really driven by a huge majority of the residents who ask for that. Just because someone might want it does not mean anything. You say that the vocal ones are the ones who come to the meeting, but you are not listening to the vocal ones. Why are you listening to the silent ones? The loudest ones are who you should be listening to. Even if they are loud, if there are only 16 of us and we are the only ones, then you are not listening to us, either. There are not even 16. There has been only one person at the last two meetings who has been in favor of fishing. Why are you listening to them? There should be hundreds of people before you even consider changing any rule, ever.

Mr. Berube stated we are not just addressing fishing. We are revising all of the recreational facility rules. Fishing just happens to be included.

Ms. Jill Tenney stated I am in favor of fishing. I do see the concern that others have expressed in other ponds. I do not live directly on a pond, but there are ponds in front of my home in the field. I see people fishing there a lot, which I thoroughly enjoy. It looks very much like something out of Norman Rockwell, and I enjoy seeing that. I have also

consulted with and am connected to the sheriff's office about enforcement. Addressing the alligator issues, that may be a concern. I walk a lot of the trails. I have been around every pond. I have been throughout this neighborhood and have fished in the lakes. I thoroughly enjoy everything that is outdoors. I actually had an aggressive alligator come out toward me from the pond behind the school. I immediately contacted the sheriff's office who immediately came out. If you ever have that problem, they do have someone who will relocate any problem alligators. Usually that is usually due to someone feeding them, which is against the law. As far as enforcing the rules, if you go to the St. Cloud lake front or to the park off Hwy 15 and fish, it is paid for by taxpayers and it is public property. If this area is gated, then you are absolutely right. They would not go back to those ponds and would not be allowed to fish in them. But we pay assessments to the CDD, and this is publicly owned. You cannot enforce any more than I can go down to the St. Cloud park and someone tell me to leave and not fish. This is public property. If we do not want fishing on ponds, then they must be gated and locked. I am very sympathetic to peoples' concerns about having people behind their home, but it cannot be enforced unless the CDD invests in gating and locking as they do at the pool and the boat docks and then enforce those. As far as I am concerned, if you want to spend those thousands of dollars to do that, you can, but usually these rules are broken. If you have a challenge, as with kids, you will have those things happen. That is a character issue. It is not a CDD issue. It is not a parent issue. I am guilty myself of fishing in a pond and someone pointed out to me that fishing was not allowed. I was completely caught red-handed with fish in hand, fishing in that pond. The sheriff's deputy told me that he sees these issues and they are very busy. They have a lot going on and they are serious things. For a father and son to be out fishing and them to come out in response to a call, they may have a slow response time. They appreciate this community and they will continue to come out here and ask people to leave because this resident is not happy to see someone standing out here fishing. Most everyone will walk away or leave, just as I did when it was pointed out to me. I may have been breaking a rule, but I was not breaking any law or anything that the sheriff said I would be arrested for doing. As Mr. Berube said, it is not enforceable. I am very sympathetic to others who live on ponds. I think we should educate people about this and let them know and show them how to fish as well as showing them safety and awareness. I see a resident walking around the school picking up trash and stuff around

the pond. That is not from fishermen; that is from kids and people walking out there. At my house, I can see the school directly, and I see the kids leaving and dropping trash. I see parents leaving and tossing their trash. I have gone out there and picked it up myself.

A Resident stated I disagree with part of that statement. I have picked up trash by both: residents and fishermen.

Ms. Tenney stated the point being that is again a character issue, whether it is a fisherman or whether it is a teacher or a student or a parent or anyone else. That is not something that the CDD is in the business of.

Ms. Jeanine Corcoran stated I have been a resident since 2005. I am a real estate broker. I personally do not live on a pond, but I am against fishing on the ponds. We have designated areas for that. I think personally that people who purchased a property on the pond paid extra money for that. If I lived on a pond, I would not be happy. I think that is a real issue. Because of this issue, the builder will now have to disclose to new buyers that there is this wonderful piece of property on a pond but anyone can fish here. That is a big issue, and they have to disclose that if the rules are changing and if that is what you are enforcing.

Mr. Walls stated just so you are aware, right now, anyone can walk around the pond or jog around the pond. They can sit at the pond. The only thing they cannot do is hold a fishing pole at the pond according to this rule.

Mr. Berube stated the disclosure is that there is a 20-foot buffer around the ponds which is public property, as is the pond.

Ms. Tenney stated if I did not want to hear loud noises, then I would not purchase property near the school. If you read the information, it says the ponds are for walking, hiking, walking your dogs, and so forth, which means people will constantly be on the ponds. If you are not comfortable having people behind your home, then I would suggest you not buy property on a pond because you should not purchase a place where people walk, ride bicycles and are on those trails. The contractor does a wonderful job of mowing and maintaining around the pond just so people can enjoy them when they walk around it. There is no way you can prevent people from being behind the house.

Ms. Corcoran stated I agree with her except that builders charge extra money for this lovely pond. I am sure these people paid a premium price when they purchased their homes. It is an issue.

Mr. Randy Odden stated I submitted a memo to the Board members a month or so ago. I would like to say that I have fishing poles in my garage. I have fished from the time I was a young child, hiking through mountains and lakes, and fishing. I am not anti-fishing, per se. However, this scenario described of a father and son going out and bonding by fishing on a lake is not the reality that we have experienced since we have lived on the Bracken Fern pond prior the signs going up. There were some physical and very ugly altercations that I personally had, along with my neighbor, with five non-residents who set up camp on our pond. They stayed there all day. They had picnic baskets and threw garbage all over. One urinated in the pond in view of all of us. This is the reality of what we faced prior to the Board agreeing to install No Trespassing signs. It was not a pleasant time. I think I can speak for all the neighbors on that pond that I have spoken with that we do not want to see a return to that type of atmosphere around our property. That is an element that we do not want to have in our backyards. It is our backyards that we are talking about.

Ms. Rachel Garwood stated the thing no one brings up is the safety factor for small children. They are out on their own all the time, and they have no concept of what a retention pond is or how deep it is. If a child is killed in one of those ponds, we will have some really bad publicity.

Mr. Justin Kramer stated I do not see the relevance of this concept of fishing in the lakes. We have accessibility to fish in other places. Fishing in these ponds has problems. I emailed some research to the Board. I do not have any knee-jerk reactions to it, but I do not see why people cannot just fish in the bigger lake. It is clean, and it is already set up for fishing. I have been to that place several times, and it is not especially popular. I do not see the point of opening this up when it is a non-issue. Why open it up when we do not need to deal with it?

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

i. Monthly Highlight Report

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

B. Landscaping – Davey Commercial Grounds Management

i. Monthly Highlight Report

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

Mr. Haskett stated Mr. Garth Rinard is not at tonight's meeting, but he sent me an email.

Mr. LeMenager stated with all due respect, we are now paying the price for having meetings in the evening. That means residents will come, but it also means our subcontractors do not want to come.

Mr. Walls stated with all due respect, we are paying their bills.

Mr. LeMenager stated it is not part of their contract.

Mr. Berube stated I saw Mr. Jon Rukkila today, and Mr. Rinard is on vacation.

Mr. Haskett stated Mr. Rinard updated a few things that he wanted me to mention. They are in the mulching process, and they have completed from the east entrance through Town Square and down Five Oaks Drive to the west entrance. They have another semi load of mulch that was supposed to arrive on the 20th but was pushed back to the 26th from the manufacturer. After the 26th, they will continue with the mulching. They will have days off for Christmas as well as New Year's Day.

ii. Landscaping Projects

Mr. Haskett stated Mr. Rinard had a conversation with Ms. Kassel about the Beargrass alley park.

Ms. Kassel stated I think there was some confusion with the original proposal. There is a Beardgrass proposal that I think was intended to be Beargrass, and a proposal for Beargrass alley. We had approved one and not the other. I think the post soil sample testing proposal that we received was for both of them. I suggest that we simply approve the second one for \$1,351 and leave it at that.

Mr. Berube asked so we are going to combine the two proposals that say Beardgrass and Beargrass alley? The total of that becomes \$2,073.

Mr. Farnsworth asked is it two different areas?

Ms. Kassel stated no, it is one park but two areas of the park. There is a western side of the park and an eastern side of the park.

Mr. Berube stated all that is Beargrass alley. The proposal says to replace west and north end bedding with minimal groundcover, east end bedding sample soil for pH

imbalance, review and recommend on soil testing results, and irrigation review in the amount of \$722. That is the small area roughly behind Ms. Kassel's house.

Ms. Kassel stated that is correct.

Mr. Berube stated the other proposal is to replace wall azalea with flax, add minimal or perennial peanut groundcover at intersecting sidewalks north and south sides.

Ms. Kassel stated I think that is the pocket park.

Mr. Berube asked is that the area next to my house?

Mr. Haskett stated I do not believe it is. I think they are talking about the east end of the alley park.

Ms. Kassel stated where it meets Cat Brier.

Mr. Walls asked are there sidewalks running through there?

Ms. Kassel stated yes.

Mr. Haskett stated there is a tree in the center and it circles around.

Mr. LeMenager asked is that the one behind my house?

Mr. Haskett stated yes.

Mr. Berube stated the Beargrass alley proposal is the one behind your house. The one for Beardgrass is the park at the end of Beargrass, half a block in from Cat Brier.

Ms. Kassel stated it is where those columns are.

Mr. Haskett stated no, that would be Primrose Willow park.

Mr. Berube asked what is Beardgrass? The only other park on Beargrass is the one next to my house.

Ms. Kassel asked do you think he is talking about the east end and the west end of the same teardrop park?

Mr. Haskett stated yes.

Mr. LeMenager stated it is the one behind my house.

Ms. Kassel stated yes.

Mr. Berube stated that does not make sense. The second proposal says at intersecting sidewalks north and south side. That triangle park does not have any sidewalks.

Mr. LeMenager stated yes, it has sidewalks.

Mr. Leeman stated there is no intersecting sidewalks, just one that goes that way.

Mr. LeMenager stated that is correct, there is just one that goes basically north and south.

Mr. Berube asked so Mr. Haskett's interpretation is this is all for one park?

Mr. Haskett stated yes, I believe so.

Mr. LeMenager stated the west end is a tiny triangle.

Mr. Berube stated yes, with the big tree.

Mr. LeMenager stated along with dead bushes.

Ms. Kassel stated that is what the \$722 is for.

Mr. LeMenager asked do those neighbors care what is in that little triangle?

Mr. Berube stated it needs to be spruced up. The whole thing needs to be spruced up pretty badly.

Mr. LeMenager stated I would just put grass there.

Mr. Berube stated we already approved a proposal, but it has not been complete yet because of confusion. Ms. Kassel is suggesting that we combine our prior approval of \$722 with a new approval for \$1,351 to total \$2,073 to upgrade that entire Beargrass alley triangular park.

Mr. Farnsworth asked is it clear on exactly what area you are talking about?

Mr. Berube stated yes. Mr. Haskett agrees, and he is the one managing it. All of this is for that triangular park.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the two proposals for enhancing the park at Beargrass alley, in the total amount of \$2,073.

Mr. Berube stated there are some other things on this sheet covering a lot of areas that need upgrading. Do we want to discuss adding some of those to this project?

Ms. Kassel stated let us decide on a budget. I will look at the list again and confirm with Mr. Rinard whether or not this proposal still stands and what we can do.

Mr. LeMenager stated we already have a budget.

Mr. Berube stated we are in a new fiscal year budget, so we are fine with that. We will hold any more additional until next month?

Ms. Kassel stated yes. I would like to know if we want to do some now and some later. Do we want to do the whole thing now?

Mr. Berube stated there is a disclaimer on here that the more we do at one time, the lower the price. I would be inclined to support Ms. Kassel if you review the list and

suggest we do everything at next month's meeting. If everyone agrees, I am fine with it. Based on past experience and as Mr. Rukkila mentioned to me today, they are in a slow period right now. We should include a timeframe to complete this new proposal of 30 days.

Mr. Haskett stated yes.

Mr. Berube stated it should be complete by January 30.

Mr. Haskett stated I will make sure it is done.

Mr. Berube stated he said last month that they will include end dates. Last month, we discussed Davey's bills where they overcharged us by a couple hundred dollars. We agreed to pay the bills and get a credit. I did not see any credits.

Mr. Nicholas asked can we make sure the manager is formally communicating this back to the vendor rather than relying on Mr. Haskett to do it? Is it possible to send Davey a message that way?

Mr. Moyer stated Mr. Rinard was at the meeting last month.

Ms. Kassel stated the bill we received after that meeting did not reflect the credit.

Mr. Berube stated we have not seen a credit. We received this month's bill, and there was no credit, which was his agreement. I do not know who wants to follow up on that.

Mr. Moyer stated the accounting staff will follow up on it.

Mr. Berube stated it is only a couple hundred dollars, but the point is that he said he would take care of it.

iii. Proposal for Tree Trimming on Interior Streets

Mr. Haskett stated Mr. Rinard wanted to get started by the 6th. They can do it sooner if we desire. I distributed a map to each of you since it was not included in the proposal that outlines the areas. The price did increase, which was expected since we made the scope of work a little harder than what he originally proposed.

Mr. Berube stated my concern is that I think we budgeted \$15,000.

Ms. Kassel stated \$15,000 or \$18,000.

Mr. Walls and Mr. Haskett stated \$30,000.

Ms. Kassel stated that is because we have last year and this year.

Mr. Berube stated \$30,000 is for both the outer trees and interior trees, which is \$15,000 each.

Ms. Kassel stated this proposal is \$19,000.

Mr. Walls stated the budget is \$30,000.

Mr. Berube stated I understand, but just because it is there does not mean we should spend it or have to spend it.

Mr. Walls stated that is correct.

Mr. Berube stated I was going to ask them to go halfway between their proposal amount and our budgeted number and start this work right away. Is Mr. Haskett fine with this proposal?

Mr. Haskett stated yes, I am.

Ms. Kassel stated remember that when we create that budget number, we are thinking about the streets that have been done historically.

Mr. Walls stated now we have more streets.

Mr. LeMenager stated last time we did this, that line did not exist, so we have more trees than before.

Ms. Kassel stated exactly.

Mr. Berube stated my point is that it never hurts to ask for a discount.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the proposal from Davey Tree for tree trimming on the interior streets in the amount of \$19,639, as discussed.

Mr. Berube asked did Mr. Rinard provide a deadline for completion of this project? I think last month he mentioned 60 days.

Mr. Haskett stated he told me originally three to four weeks to get it done since he is having a different crew come in from Maitland.

Mr. Berube stated then let us set a deadline of February 15. If he said three or four weeks, that would give him eight weeks to allow for holidays.

Mr. LeMenager stated they did a nice job last time, but it just took a long time.

C. Field Manager

i. Dock and Maintenance Activities Report

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

Mr. Haskett stated we are 99% complete with the renovations at Ashley Park. Winds and cool temperatures have kept us from finishing the spray painting of the pergola. A lot of work went into that to help it last a few more years. I think you will all be happy with it when you see it. We expect by Monday or Tuesday to be complete and back open.

Mr. Berube stated there is a dramatic change in the look of that facility. The pool looks clean and shiny. The building is clean and multi-colored. It looks nearly brand new. A lot of little details had fallen down. It is a radical update to that facility, which really needed it. I think we did all the work in-house.

Mr. Haskett stated yes, it was all done in-house. The guys paid attention to particular details.

Mr. Walls stated send my thanks to them.

Mr. Haskett stated I certainly will.

ii. Buck Lake Boat Use Report

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

Mr. Haskett stated this report has changed a little. It will change again. This is the result of the new system and me not being familiar with it. Mr. Mark Catanese has been awesome, and kudos to him again for this reservation system. I have seen a big increase in users compared to what we had. The system seems to work very smoothly. We have received very few complaints, and the ones we have received were corrected. There were a few user errors that we are trying to help work out. I am very happy with the system. I think the residents so far are very happy with it, as well.

Mr. Walls stated I used it the other night. It works great and is very user friendly.

Mr. Haskett stated you will still see Ms. Rosemary Tschinkel's name. It is hard to break old habits, and people still call her for assistance so she will make the reservation for them. It still comes back to me for confirmation and approval. I would like to see if we can add on some other items, such as reservations for the pools and pavilions and things like that. I think that would really help streamline the process, as well. I will talk with Mr. Catanese and see what it will take to get that accomplished.

iii. Consideration of Bids for Floating Dock Proposal

Mr. Nicholas stated we are having some delay with the permitting authority. We are increasing the number of slips on the dock with the new design, so that brought in a list of new circumstances that we are talking and working through, including some administrative issues from the Water Management District. We are balancing two things: sorting out the long-term issues as well as getting the renovation done that was approved. The Water Management District is fine with replacing whatever was there since it was under a previous permit. The new stuff is adding additional slips and the count of the

vessels. That is the part where we have some delay. We have asked the vendor to break it up into two parts and provide us a quote to come out and do the work he was going to do to replace the existing pieces now, including I believe the mooring for the additional size up. They just cannot put the fingers in.

Mr. Haskett stated they told me today they cannot do the mooring.

Mr. Nicholas stated they cannot do the extra posts just yet, but he can replace all components of the dock that are there.

Mr. Berube asked he cannot do the posts because of the permit?

Mr. Nicholas stated that is correct. We cannot add the extra boat slip sections until we have this issue worked out. The vendor has a premium that he wants to charge to make an additional trip later to do the extra work. Mr. Haskett has some details on the economics of that. The decision is to not do anything until we have the long-term issue worked, which could be 30 days or a few months, or proceed with partially renovating exactly what is there and wait on the expansion of the dock until we get this worked out.

Ms. Kassel asked how urgent is the replacement? Can we afford to wait a couple months? Is there a downside in doing that, especially since we are in the winter months?

Mr. Haskett stated The Dock-Ters personnel are of the opinion that it needs to be done sooner rather than later, which was the purpose of having it replaced and getting proposals approved. The dock is in bad shape. I am not the expert on it, but we do get a lot of northerly winds coming off the lake which rock the dock.

Mr. Nicholas stated it is hard to say. The vendor will always encourage you to do work.

Mr. LeMenager asked how much extra are we talking about?

Mr. Berube stated \$4,300.

Mr. Nicholas stated I thought it was \$3,800.

Mr. Haskett stated that is correct, and that is because he has to bring his equipment out here twice.

Mr. Nicholas asked the original approval was for what amount?

Mr. Berube stated it was about \$42,000 and we are going to \$46,000.

Mr. Nicholas stated that would be the total work, including the fingers being added. The additional capital outlay that would happen right away would be how much?

Mr. Haskett stated \$22,260.

Mr. Nicholas stated so you would spend about half of what you approved to get everything replaced that is already there. That is the effect. The fingers can be added when we get the permitting issues worked out.

Mr. LeMenager asked do we still have some money left in the capital projects fund?

Ms. Kassel stated about \$3,300.

Mr. LeMenager asked will this project be paid out of that fund?

Mr. Moyer stated \$3,395. The dock will come from renewal and replacement.

Mr. LeMenager asked can we not do the first replacement and finally use up that \$3,395 on the other part, which is clearly not replacement since it is new infrastructure? Then we can use up that last amount in that fund.

Mr. Berube stated Mr. Walls mentioned using that money toward this project.

Mr. Nicholas stated I think that will happen regardless. The decision for the Board is if you need to see something happen now, and if so, we can get you a very nice dock replacement for the size, width and dimension that is already there in the new material and the new design, with the understanding that we will need to go back a second time to add the additional parts, with the understanding that there will be a premium in the overall price. Or would you rather wait? The vendor will always encourage us to move. It just depends. If we get bad weather, it might not be good. If it is calm, then the dock may last a little longer.

Mr. Walls asked is it SFWMD?

Mr. Nicholas stated yes, and DEP.

Mr. Walls asked is it mostly SFWMD?

Mr. Nicholas stated it is a complicated hold up.

Mr. Walls stated I know some people there who might be able to help.

Mr. Nicholas stated we are dealing at the State level.

Ms. Kassel stated if it is 30 days to several months, we have been waiting this long. My feeling is if it is not an urgent situation based on your knowledge and what you see, then we should wait. But if you feel and recommend that it is a safer thing to do and that there are really good reasons for spending a premium, then we should proceed.

Mr. Berube stated I agree that the dock that is there is in pretty bad shape. I get upset that we have already gone down this road, and for unanticipated reasons, we are looking to spend more money than we planned.

Mr. Nicholas stated you may decide you love what is there and will not want to add the expansion. Then you would save \$20,000 after seeing what is there. It could be a positive outcome. It is not all negative.

Mr. Farnsworth asked did you indicate that if they replace just what is there, that they will only billing about half of the total?

Mr. Nicholas stated yes, it is only \$22,000 to replace the structure that is currently there. The additional work to add the expansion later and having them come back out on a separate date, whether it is a few weeks from now or the end of the year, the delta between the original bid and that price is \$3,800.

Mr. Berube stated we would be spending \$22,260 and \$24,078, for a total of \$46,338.

Mr. Farnsworth stated it sounds reasonable to me to allow them to do the replacement of what they can. Then schedule the expansion at an appropriate time. Yes, we will pay a premium, but I do not see a problem with that.

Mr. Walls stated I am inclined to wait. The reason we went with the larger dock was because the way the boats are configured around the current dock. There is not a lot of space. We do not know how long this will take. Obviously I want our staff out there checking the dock to make sure it looks good when they are there so that we can allow people on it. I have been on docks that are a lot worse. I am inclined to wait just because we do not know what the timeframe is.

Mr. Nicholas stated from a purely economic sense, if you wait and a big piece of the dock falls off and the vendor says it will cost more than \$3,800 to fix that piece, then you go ahead and replace what is there. If you can get through that time without doing it while we resolve the permitting issues, then you get the big dock all at once. That is what the economics look like, unless you really want to see the dock go in right away.

Mr. Berube stated if the vendor really wants the work, then let him do it in two parts at the agreed-upon price. We will find out whether or not he really wants this job.

Mr. Walls stated I am fine having him do the replacement now and paying him now, not knowing how long it will be until the next phase and then telling him that we want him to do it for the same price. If they will not agree to that, then we will wait however long it takes.

Mr. Nicholas stated let us say this takes six months to work out. It is a permitting authority with the State of Florida, which is slow moving and complicated. He provided a bid that is probably only good for so long.

Mr. Haskett stated it was good for 60 days.

Mr. Nicholas stated if we call him back in six months and his work is slow, I am sure he will negotiate the price and do it at a cheap price. But if he is busy and he does not need the work then, he can pretty much tell us the price he will charge.

Ms. Kassel stated we can revisit this next month, and we will know how close we are to permitting, whether it looks like it will happen soon or not. If it does not look like it will happen soon, then we can decide to move ahead with the first phase because we do not want to wait, or we can decide that we are willing to wait. We do not need to make that decision now if we are willing to wait a month.

Mr. Berube stated we do not need to make a decision now. The vendor already knows what is going on.

Mr. Nicholas stated yes, he is on the permit, so he was noticed on the hold up.

Mr. Berube stated we are not going to make a decision tonight because I think that is the will of this Board. That is what I am hearing.

Mr. LeMenager asked is the proposal only good for 60 days?

Mr. Moyer stated we have already accepted the proposal and spent the \$21,000 deposit.

Mr. Berube stated we already have money into it, which is no big deal.

Mr. LeMenager stated but now we are talking about splitting the proposal into two pieces. How long is that good for?

Mr. Berube stated it is not indicated.

Mr. Walls stated it does not matter. We already accepted their original proposal.

Ms. Kassel stated we have already paid the deposit on the original proposal. That is good, so we should be good on that because we made the deposit.

Mr. Nicholas stated you have paid for the renovation, is what I am hearing.

Mr. Moyer stated that is correct.

Mr. Berube stated the first one is already paid for, essentially.

Mr. Nicholas stated I think that is a fair request, and I believe we have already advocated that we understand the vendor will make another trip. It is worth a try.

Mr. Berube stated the Board's request is they can start right now with step one, and they will have step two if we can get both done for our original bid price. And make it the same dock as much as possible. We are not looking for anything for free, but I am sure he wants to work. We want to save as much money as possible.

Mr. Nicholas stated I think that is fair.

Mr. Haskett stated we will have that discussion with him.

Mr. Berube stated he can start tomorrow if it works out.

Mr. Nicholas asked so are we saying the Board is moving forward with two phases as long as he will stay with the original bid? What if he gives us some sort of timeframe on the second phase?

Mr. LeMenager asked do we need a different proposal?

Mr. Nicholas stated you can build the first part and tell him you are done.

Mr. LeMenager stated under the current proposal, he can only do the work that is permitted.

Mr. Nicholas stated that is correct.

Mr. LeMenager stated what is permitted is the replacement, so he can actually do that under our current contract. We do not need a new contract for that.

Mr. Nicholas stated whether or not he agrees to do the whole thing inside the number is the issue.

Mr. Farnsworth stated therein lies the problem.

Mr. Berube stated I do not want to start anything until we have a definitive agreement. He will want an end date, which he will need to provide. What is your best guess?

Mr. Nicholas stated I have had situations like this with agencies that go very quickly and they are very friendly, and we have had situations where they dug their heels in.

Mr. Berube stated if he wants to do the whole job, he can start right now with phase one, if he agrees to do both phases, when available, at the original contract price of \$42,000. He also needs to agree that we will have permitting in place within six months.

Mr. Farnsworth asked what if the only thing he will agree to do is one phase and he has to wait to do it all at one time? Are we willing to accept that delay?

Mr. Berube stated I do not want to start anything until we are in agreement.

Mr. Walls stated we have our money on deposit under the original contract. These permit issues happen all the time. This is not something new. He has to build the dock.

Mr. Nicholas stated I would imagine it is force majeure on the deposit.

Mr. Walls stated we need to get something going. If he has our money, I think it is a liability to us to have him on hold for months having our money. We need to operate under our current agreement.

Mr. Berube stated we need an end date to lock him in.

Mr. Nicholas stated I think what Mr. LeMenager is saying makes sense, that it does not matter at this point. You have an agreement and he can only fulfill the first half of it, anyway. So let him do the first half since you already paid him the money. To Mr. Walls's point, he is holding the material.

Mr. LeMenager stated unless the original agreement has some permitting contingency in it, he has made a commitment to come out here and do the work. Half the job is permitted, so he can do half the job.

Mr. Berube stated he already has the money, but we are losing sight of reality. If the permitting issues are resolved, the original dock gets built and there are no two pieces.

Mr. Nicholas stated that is correct.

Mr. Berube stated we are only going with the two pieces because we want to maybe start with a two-piece dock to get around the permitting issue. If that is solved tomorrow, all of this discussion is gone and we are back at our original contract.

Mr. Nicholas stated it will not be solved tomorrow. I think it is safe to say he will need to come to the site prepared to do only the piece that is ready and permitted. Without it in hand, he is only going to start with that piece.

Mr. Berube stated if he is willing to do the entire two-piece proposal at the original contract price, then we need to determine a time definite before we renegotiate. I do not know what is reasonable: three months, six months, or something else.

Mr. Walls stated I do not understand why we renegotiate.

Mr. LeMenager stated I have been in business for more than a few years. These are nice proposals, but they are not itemized. To me, the bottom line is they need to justify the \$3,800 expense. What are they spending extra?

Mr. Berube stated he will be making two trips.

Mr. LeMenager stated I do not care. It is not documented. It is one number on a piece of paper. There is no itemization of what the costs are. So what costs \$3,800 more? Two trips is not a big deal. You get in your vehicle and drive.

Mr. Berube stated 30 days from now, this may look a lot different, which will be 38 days because of the holidays and our meeting schedule. See if he is willing to do all the pieces for the same price. We will not make any decision on this tonight, I do not think. If he wants to do both, we will make a final decision on that at our next meeting.

Mr. LeMenager stated I have no problem paying a little extra if he can document what his extra cost is. If he itemizes what he has to do with the accompanying dollars, then I am in favor of it. But if he throws a dart against the wall and asks for \$3,800 more, that is a nice try.

Mr. Berube stated I do not want to pay anymore. I will bet there is a lot of profit in this job, and that is what he is after.

Ms. Kassel stated I understand that the permitting is causing a delay, but we have already given him a deposit on his proposal. Since we already accepted his proposal and paid the deposit, why should we have to pay him anything more?

Mr. Berube stated we are forcing a change.

Mr. LeMenager stated his proposal is to do the whole thing at one time.

Mr. Berube stated the lack of permit forces him to break the new dock into two pieces. One replicates what is there now since no permit is required for that. Then when the permit is issued for the rest of the new construction, he comes back and adds on the piece to what he has already added.

Mr. LeMenager asked was this your idea or his idea?

Mr. Haskett stated it was a combination.

Mr. Nicholas stated it was our idea to ask him the question, knowing this would come up rather than holding up the whole project. We had a choice to present to you. It was either that we could not get any of the dock work done, or have the vendor tell us what it would look like to do it in two parts.

Mr. LeMenager stated if he can justify the \$3,800, I am in favor of it.

Ms. Kassel stated I think it is safe to move on.

Mr. Berube stated this is basically tabled.

iv. Safety Items

Mr. Berube stated a couple years ago, went sent the staff to CPR training. I think that was good, and we have some new staff members. If the Board agrees, I think we should renew their CPR training.

Mr. Nicholas stated they will be included on anything our company does on an annual basis. We have 30 people in our classes, so they will roll right into those.

Mr. Berube stated as an extension of that, everywhere you go in public places, you see automatic electric defibrillators (AED) on the walls. It struck me that we do not have these. We have a couple swimming pools and a boat dock that might be likely places where someone might need an AED at some point. I looked into it. Do we want to consider potentially putting an AED in the two gated facilities that we have, which are the pools, which are the most likely places for someone who may need resuscitation? I thought also at the boat dock. If someone is out on a boat and has a heart attack or stops breathing, it is a long trip in from the boat. By the time they get to the dock, it may be another long time before the rescue squad gets here. The answer always comes down to money. I looked into them, and they are between \$1,200 and \$1,500 each for a reasonably reliable one with a case.

Mr. Nicholas asked is that on Amazon or was that a commercial grade unit?

Mr. Berube stated that was Amazon and other places. That seems to be the price. You can buy them on eBay for \$400, but their brand name is no good. Do we want to do this? I do not know.

Mr. Farnsworth asked is the case they come in weather tight?

Mr. Berube stated yes, the majority of them are designed for mounting on a wall. You would not hang it on a pole at the dock. You would put it under some cover under the shielding of the buildings. They come in a metal case that is quick to open and easily accessed.

Mr. Farnsworth asked so it is nominally airtight?

Mr. Berube stated yes.

Mr. Walls stated we have some at work, and I think the only reason we have them is because someone received a grant to pay for them. From what I understand, they are difficult because you have to maintain them and check them periodically. No one ever uses them. I supposed it could happen, but ours have never been used.

Mr. Berube stated I would love to have them on the wall and never need them.

Mr. Walls stated it is a process since they have to be maintained and checks.

Mr. Nicholas stated it is a process and there are firms that do nothing but exclusively remind you of battery maintenance and things. It is not just the asset purchase. You would have to sign up for some program where they would come out from time to time and keep them maintained.

Mr. Berube stated I am just pointing it out. We are a government agency and a public facility. I wanted to know the thought process of the Board. I am not saying we should or we should not.

Ms. Kassel asked does Mr. Moyer know of any other CDD that has such things in their facilities?

Mr. Moyer stated The Villages has that equipment, but their demographic is substantially different. It is a very aging community where it makes a lot of sense, and they are used in that situation.

Ms. Kassel asked what about other CDDs with a regular mix of people?

Mr. Moyer stated none that immediately come to mind.

Mr. Haskett stated my concern would be for the pools and how you would secure it.

Ms. Kassel stated against vandalism.

Mr. Berube stated in theory, everyone in there is a resident. I am fine either way. I see them all over. I realize there is a cost to it, and there are some background issues that have to be worked out. If the decision is no, I am fine with that, too.

Mr. LeMenager stated perhaps I am oblivious, but I cannot tell you where I have seen them.

Mr. Nicholas stated they are at Disney and airports. They are all over.

Mr. Berube stated there is usually a red and white sign on the wall that says AED with an arrow pointing down, and it is in a box right there.

Mr. LeMenager stated I will look for them.

Mr. Farnsworth asked do you have any idea what the maintenance is?

Mr. Nicholas stated we own a couple. There is one in this clubhouse and one in our office. I think it is a couple hundred dollars each quarter, and they send you emails. You have to sign off that something has happened. They send you the supplies, which are in addition to the reminder. It is another medical industry all in itself for supplying it.

Mr. LeMcNager stated perhaps someone can give us a presentation on it. At this point, I am clueless what they are all about.

Ms. Kassel stated we will save this item for further exploration.

Mr. Berube stated that is fine.

v. Miscellaneous

Mr. Berube stated I have been in and out of the area by the compound several times. Every time I look at that dumpster, it is full and there is stuff all over the ground. It suggests to me that a lot of excess stuff is going in there or we are collecting a lot of trash. Whatever the case, people around there do not seem to think there is any outside trash coming but it just seems to gather. Am I seeing what is normal and should we get a bigger dumpster?

Mr. Haskett stated this time of year, it would be nice to have a larger dumpster. Davey generates a lot of trash that goes in there, such as their mulching bags and things like that. We had an issue this past week with the waste service not emptying it in a timely manner, and that has been addressed. That may be why you see it overflowing again. We will keep an eye on it. If we need a larger container, I will come back to you. I do not want to ruin the budget this early.

Mr. Berube stated we are already over budget on waste disposal anyway. It happens. In talking with our staff, when the container is full and they come by with a load of trash, they have to climb up on it and jam it all in. How much space is Davey taking up?

Mr. Haskett stated not a huge amount.

Mr. Berube asked enough to make a little bit of a problem?

Mr. Haskett stated yes, on occasion.

Mr. Berube stated keep an eye on it and if we need to get a bigger one, we will discuss it further. It is out of public sight, but there is debris all over the ground and we do not need our staff getting up on there and cramming it all in.

Mr. Berube stated my last item is the tree that was removed in Lakeshore Park along the tree line in the back. A tree disappeared a month or so ago. Was that scheduled for replacement?

Mr. Haskett stated I think that was a sycamore tree that Davey pulled out that was struggling. We are not going to suggest anymore sycamores along there because it is a wet area. I will talk with them and see what they have planned for it.

Mr. Farnsworth asked what is the status of the handicapped pool lift?

Ms. Kassel asked has it been installed?

Mr. Haskett stated no, it has not. We are planning to install it in the next couple weeks.

Mr. Berube asked is that the digging that was happening?

Mr. Haskett stated yes, that is in preparation for it. I assigned that task to occur over the holidays, so hopefully it will be accomplished before the next Board meeting. The equipment has arrived, and it is time to get it installed.

FIFTH ORDER OF BUSINESS

Developer's Report

i. Youth Soccer League

Mr. Nicholas stated I would like to thank Ms. Brenda Burgess. I have been out of town and she takes copious notes, so I was able to follow along in the minutes. I want to discuss soccer use at the field at Lakeshore Park. For some time, Mr. Bill Fife, our lifestyle activities director, has been trying to get soccer programming for small children in Harmony. He is connected with Mr. Kamal DeGregory from the soccer club from St. Cloud who is open to starting a Harmony soccer league as an extension of the soccer club in St. Cloud. It would be approximately 50 kids, ages 5 to 12. They would be looking for use of the field from February through May, two evenings a week and Saturday mornings for a three vs. three soccer tournament league whose participants would mainly be kids in the Harmony school and who live in Harmony. Mr. DeGregory has completed a use application for the facilities and provided it to Mr. Fife. I have it with me today. They generally collect \$5 additional per child, which is the fee that they pay as they start up these leagues and go to other municipalities. He is requesting that since the first year is touch-and-go, for the Board to waive the rental fee for field use for this particular Harmony league for year one while he builds it up and gets it off the ground. As long as it is successful, he will go into year two and pay the CDD the normal fee that he pays everyone else, which is \$5 per child as a use fee to have practices and games there two days a week and on weekends.

Mr. Berube asked is it \$5 per child per event?

Mr. Nicholas stated it is a one-time payment. It is not every week.

Mr. LeMenager stated per season.

Mr. Nicholas stated that is correct.

Mr. Berube asked what is the anticipated number of kids?

Mr. Nicholas stated 50.

Mr. LeMenager stated it sounds like a marvelous idea. My wife and I thoroughly enjoy watching all the little kids out there playing soccer.

Mr. Walls stated I understand startup fees, but my concern is the parking over there. A lot of times when they have flag football, people park on both sides of the road. We need to make them aware of that or do something so that it is safe. I have driven through there when they have had events, and kids dart into the road because they are going to the fields or back to their cars. You cannot see them.

Mr. LeMenager stated drive slowly.

Mr. Walls stated we need to work on that if we are going to put a lot of people there at one time.

Mr. LeMenager stated we already put a lot of people there at one time very frequently because I live across the street. The bottom line is that Schoolhouse Road was designed the way it was. Unless you want to spend hundreds of thousands of dollars to redo the road, we need to play the hand we are dealt. The only thing I might suggest is to encourage them to use the parking lot more.

Mr. Walls stated that is what I am saying. They are parking illegally on one side of the road.

Ms. Kassel stated yes, it is illegal to park on that side of the road.

Mr. LeMenager stated it is not illegal to park on either side of Schoolhouse Road.

Mr. Berube stated you cannot cover up the bicycle lane.

Mr. Walls stated they are parking in a lane of traffic.

Mr. Berube stated it is a fine line, and most deputies will not do anything about it.

Mr. LeMenager stated no one will ever enforce it.

Mr. Berube stated we do not own the streets. I like seeing the facilities being used.

Mr. Nicholas stated I do not think you need to vote on that. We will submit the application on Mr. DeGregory's behalf, and Mr. Fife will interface with him. I will update Ms. Tschinkel on the calendar.

Mr. Berube asked is he listing this as a non-profit organization?

Mr. Nicholas stated he is a non-profit organization.

Mr. Berube asked do we have an insurance requirement?

Mr. Moyer stated yes.

Mr. LeMenager stated that is not waived.

Mr. Haskett stated they did state in their notes that they will provide their insurance certificate. They have their own carrier.

Mr. LeMenager stated that sounds great.

Mr. Berube stated there seems to be a lot of usage with organized events. Mr. LeMenager lives across from there. Do we know who is authorized and who is not? Who keeps track of that?

Mr. Walls stated they should be filling out the use application.

Mr. Nicholas stated anything that is requested through our office, we have them complete the use application and we assist them through the process. The process, frankly, is not awesome. There is still some paperwork that goes back and forth with Ms. Tschinkel. If it is coming through us, we generally follow this process.

Mr. Berube stated but no one really watches it. For instance, before daylight savings time changed, several groups of kids were playing flag football. I have no idea if they asked or not.

Mr. Nicholas stated we love it.

Mr. Berube stated I like seeing the activity. Are people just coming in and taking over the field?

Mr. Nicholas stated it is possible.

Mr. Farnsworth asked if the field has not been scheduled but is open, then what is the problem?

Mr. Walls stated insurance for one.

Mr. Berube stated that is correct. That is why we have a rule, and it comes back to the enforcement of the rule. Who in the office maintains what is going on at that field?

Mr. Nicholas stated Mr. Fife communicates with Ms. Tschinkel for anything that we are looking to reserve on the calendar. The calendar is centrally kept at the Celebration office. If anyone else calls in, they will know what is previously booked by anyone since she keeps that calendar.

Mr. LeMenager stated it has to be fairly well organized because one group is there one day and another group will be there another day every week. There has to be some organization. I never actually thought about it.

Mr. Berube stated it just dawned on me that this person is applying and is doing it the right way.

Mr. Nicholas stated he came through Mr. Fife, and I encouraged him to send Mr. DeGregory through this process. I do not know about flag football. I see them out there, and I figured it was a dad getting extra kids together.

Mr. LeMenager stated it is extremely well organized.

Mr. Berube stated it is positive, but we have rules set for this. Is Ms. Tschinkel the timekeeper of the calendar for all this?

Mr. Moyer stated she is the time keeper. I review every one of these permits, and I sign off on each of them. I frankly do not remember signing a permit for flag football. Everyone who uses the pavilions and our facilities for birthday parties and other events submits a use application.

Mr. Nicholas stated the Pop Warner people come through us. They want to do their first kick-off day where they have physicals and issue equipment. That is a regularly schedule one-time event. Having kids out there having fun is part of the deal of why we built the field.

Mr. Berube stated it is a good civic activity, but we set parameters for a reason. If people are outside those, we need to know.

Mr. Nicholas stated these people had it reserved and if someone else was there when they arrived, I think they would just ask them to step aside. These guys chalk their field and bring in their own goals, and it is very organized.

Mr. Berube stated I have no issues with that.

Mr. LeMenager asked what is the work they are doing on the goalposts?

Mr. Berube stated painting.

Mr. LeMenager stated no, it is much more than that.

Mr. Haskett stated they were scraping the rust off, renovating them, and straightening them back out.

Mr. LeMenager stated it looked like they were digging.

Mr. Haskett stated they were putting in concrete around the posts to keep them straight.

Mr. Berube stated kids sometimes climb the nets, and that pulls the posts over.

Mr. Haskett stated while we were keeping kids off the turf for it to grow in, we took advantage of that and redid the goalposts and repainted them.

Mr. Berube stated it all looks pretty good.

Mr. LeMenager stated one idea always strikes me. I live by the soccer fields, so I see how much usage it has. I must admit that every time I walk by the baseball field, I never see anyone on it. Does it get used at all?

Mr. Walls stated yes, I had a T-ball team that used it. But you go through the school to get there.

Mr. LeMenager stated it is at the community school and has dugouts and everything.

Mr. Berube stated the big field behind the school has a fence all the way around it. In the back is a nice baseball field with dugouts and backstops and everything. It is beautiful.

Mr. Farnsworth asked is it behind the school?

Mr. Berube stated yes.

Mr. LeMenager stated it is accessible to anyone and totally open.

Mr. Berube stated yes.

Mr. LeMenager stated I see kids practicing baseball on the soccer field all the time, and I wonder why since the baseball diamond is only three blocks away.

Mr. Farnsworth stated that cost a lot of money to build. Why are there not more organized activities there?

Mr. Berube stated I am sure they would love to have more people use the baseball field. It cost a lot of money to build it and maintain it.

Mr. Nicholas stated Harmony is growing, and it is hard to get people out here to start the club. I think soccer is a good start. Football has been going for a couple years. T-ball will be next. We have been working with the T-ball groups, but they do not have enough kids to make the league go.

Mr. Farnsworth asked is the field big enough to handle kids older than T-ball?

Mr. Nicholas stated I do not remember the dimensions.

Mr. LeMenager stated yes, you can get a little league in there.

Mr. Farnsworth asked up to 12 years old?

Mr. LeMenager stated yes.

Mr. Berube stated the leagues will figure it out, but you need to get someone with some interest.

ii. Off-Duty Patrols

Mr. Nicholas stated Mr. Haskett and I were driving around last Monday, and he was informing me of a couple more nuisance, borderline vandalism things that came up after that weekend. We elected to call and organize off-duty patrols starting when school is out of session on December 20 from 8:00 p.m. to 2:00 a.m. They will run in six-hour shifts and will go all the way through Saturday night when the kids are back in school. We exempted Christmas Eve night from that list. The bill was about \$3,200 or \$3,300, and I sent an email to Mr. Moyer to that effect. We have not done any of our random patrols, but I reminded him that we talked about splitting up that sort of thing. You will see that on a future invoice approval, and we had to pay for it already. So beginning tomorrow night from 8:00 p.m. through 2:00 p.m. except for Christmas Eve, they will be checking facilities, pool areas, all the dead end streets, and that sort of thing.

Ms. Kassel asked we do not need any sort of motion to approve that?

Mr. Moyer stated this is a follow up to what the Board has already approved.

Mr. Berube stated that is within his scope of direction. Is our portion about \$3,000?

Mr. Nicholas stated no. I did not bring the invoice, but your share is about \$1,600.

iii. Street Lighting Plan

Mr. Nicholas stated we are close to having the photometrics done with Orlando Utilities Commission (OUC) on the new neighborhood street lighting plan. It will require between 35 and 37 fixtures. It is a pretty simple document. They have not given us the alternative option of LED lighting, which is quite white as opposed to the amber street lights that you are accustomed to.

Mr. Farnsworth stated sometimes it is rather harsh lighting.

Mr. Nicholas stated LED is a different light altogether. It is something to consider as we move forward. I know OUC owns these fixtures, and perhaps at some point we can ask them when they will do any retrofitting, if ever, to LED. I think the community school was originally installed as metal halide. They were not LED but they were a white light. There was some community feedback that all the other lights are amber and why are these white. So OUC changed them back to amber. I wanted to tell you that one option OUC is proposing is to do LED white light, but it is different from the traditional fixture. It is something we can talk about moving forward if you are interested. The

neighborhood is H-1, out near U.S. Hwy 192. Perhaps we can get them to come out and change one fixture to an LED and we can see what the cast and color look like. This is a service agreement with OUC, so it will need to be signed by us as well as the CDD. We are paying for all the infrastructure to put it in, but the CDD would ultimately take over the agreement in terms of the fixtures.

Mr. Berube stated it will be similar to the other 11 agreements we already have.

Mr. LeMenager asked how are we doing on consolidating the other 11 agreements that we already have into one?

Mr. Nicholas stated we can do that, which is an option. We have several options on the table with OUC. The immediate point is that we have at least negotiated enough of a monthly maintenance discount that will almost nearly offset all the new contract value in H-1. So if you did exactly what has been done in the past for Neighborhood H-1, it is an addition of about \$1,500 to \$1,600 monthly for those 35 to 37 fixtures. We negotiated a reduction of about \$1,200 in the old contract monthly maintenance amount. He had been waiting to do that reduction until we decided to do a consolidation or some other debt buy-down on that. I sent him an email just this week asking that in lieu of the fact that I will be asking the CDD to add these fixtures, I would like them to proceed with the maintenance reduction in advance of what we ultimately decide on the consolidation effort. I want to remind you again that OUC owns these as part of their distribution network. As a public utility, they have certain rules on the costs of capital and margin on top of what they install. They cannot waive it, and they will not waive it for us. When we talk about consolidation, there is a premium, in effect, to buy these contracts out. They are collecting their premium through these series of payments. If you decide to avoid the payments, they still want the premium. I have run a number of different scenarios, and the direction from the Board that would be helpful is how much, if any, of your \$550,000 in uncommitted cash would you like to allow me to financially model to help consolidate these agreements and reduce the monthly cost? There is an infinite number of scenarios of what is available to you. We could take out contracts that are more recent for the 2007-2008 phasing infrastructure and roads that have more payments still remaining on them and have not fully amortized. Or you can go back to the beginning in 2002 for the original phasing on the main spine roads and try to take those out, which have fewer payments remaining. In either case, they are not going to waive this premium that comes

along with their work to come out and actually connect to the distribution network that we installed.

Mr. Berube stated let us go back to the first contracts, the biggest ones. Our discussion included buying them out now because they were available to buy out now.

Mr. Nicholas stated they are all available for buy out.

Mr. Berube stated the first two contracts are older than ten years.

Mr. Nicholas stated that is correct.

Mr. Berube stated we know what that buy-out is. For \$500,000 up front, we would buy that out, which will save \$10,000 per month for ten years. So we would spend \$500,000 now for a net gain of just over \$1 million at the end of the ten years. That was the original math.

Mr. Nicholas stated it is slightly under \$10,000 per month, but you are right. The biggest monthly reduction in cash would come as a result of taking out the very first contract. There is an infinite number of ways to look at this. The reason I discussed the first contract is because you have been paying interest for ten years on that.

Mr. Berube stated we have another ten years to go.

Mr. Nicholas stated I went to OUC and asked them to waive the prepayment margin. The CDD has good credit and has been paying the bills at 10% on that money for over ten years. We have 9.75 years left on that contract, so it is half amortized. I asked them to waive the 10% prepayment. We went back and forth and negotiated with the CFO of the company. There are certain regulatory rules as to why they could not set a precedent and do that for us. When they were not able to remove the premium, it put all the other contracts in place. So you can take out any one you want. The premium was no longer part of my negotiating strategy. They will charge a premium on anything we take out, so now you have your choice.

Mr. LeMenager stated effectively, we have mortgage on all the equipment. Those are at 10%?

Mr. Berube stated 10.25%.

Mr. Nicholas stated they set the rate based on a State-wide understanding with the Power Commission. They do not have any contracts that deviate from that, so they negotiate once with the Power Commission. Then for all the subdivisions they

subcontract with, they have two rates: one for good credit and one for bad credit. The bad credit rate is about 14.8%, and the good credit rate is about 10.5%.

Ms. Kassel asked if we bought out this contract, would we be responsible for maintaining these fixtures?

Mr. Nicholas stated they will never relinquish the maintenance obligation because you will never own those fixtures. They will always be part of the OUC distribution network. Unless we change our thought process and the CDD would like to start purchasing these lights instead of having them be part of the distribution network, that will always be the case. We tried the model scenarios about hiring staff to do that ourselves, but they will not allow us. That would be like allowing someone else to maintain their transformers. They just will not do it.

Mr. Berube stated right now, they say for contracts one and two, they have \$500,000 in their capital investment in all those light poles and everything that goes with them. They are charging us 10.25% interest that we are paying every month. If we bought them out at about \$500,000, we would save about \$10,000 per month.

Mr. LeMenager stated that would be a savings in interest.

Mr. Berube stated no, for the total payment.

Mr. Nicholas stated it is a combination of the reduction in maintenance fees that we negotiated by going to them and saying we want to work with them to reduce the monthly expense for the CDD.

Mr. Berube stated nothing would change except we would have bought out their capital investment. We would spend \$500,000 now to recoup about \$10,000 per month for the next 120 months. We would get \$1.2 million in the bank because we are not spending \$10,000 per month in exchange for that \$500,000 layout. They will still own the poles and they will still provide the maintenance. It is still theirs and not ours. All we did was paid them back what they laid out.

Mr. Nicholas stated that is correct. I want to be clear since Ms. Burgess is very detailed about including this in the public record. I do not have all the spreads and scenarios in front of me. I do not know that it is exactly \$10,000 per month, but the point is if you put \$500,000 of the CDD's cash to work today, it will save you about \$1 million in obligations. That \$500,000 would be paid back in whole dollars without considering the costs of money or anything in less than five years. That is the simple punch line on

the raw economics. I also took the more recent schedules and ran those, as well. The math was not quite as good because their market pricing when they installed them before must have been worse. They flow with the market, as well, so the results are slightly worse than what we just described. If we spent \$500,000 of uncommitted fund balance to take out the most recent contracts, you would not get the same return as you would by taking out the older ones, just based on the pricing.

Mr. Berube stated those contracts are bewildering. There is no standardization. It all has to do with the market at the time, as Mr. Nicholas just mentioned. It is a mess.

Mr. Nicholas stated we could take all those contracts and roll them into one master agreement and re-amortize again, which would reduce the payments even further than what we are talking about. We have that, but the problem is that you are still paying over 10% interest on it. That is a little hard to understand refinancing it at 10% interest. In the world of interest rates, that might be viewed as a bad whole-dollar decision. But we do not have a choice on the 10.5%. It is not like you can go to a private lender and get that done. This is a self-financed OUC deal.

Mr. Berube asked have they given you the approval to do these buy-outs if we pursue that option?

Mr. Nicholas stated we do not have to ask for any permission. We can choose which contract and mail the money.

Mr. Berube asked we can just do it?

Mr. Nicholas stated yes. I am struggling with this. It is a bit like the School Board. I was not going to do all the work with the School Board until the CDD said you definitely want to do it and accept the land and maintain it. I am in the middle. I want to negotiate the best deal with OUC that I can feel good about pitching, because it is our money, too. We are spending the bulk of these funds in operation and maintenance payments. We can take some cash that the CDD has that is currently earning less than 0.25%. This cash is not working for our citizens or for me. We can put that cash to work by paying down an obligation with a greater reward.

Mr. Berube stated it is a 10% gain.

Mr. Nicholas stated these funds are uncommitted, and you would not touch the insurance fund or the renewal and replacement fund. You would still have a month or two of operation and maintenance reserve on top of this.

Mr. Berube stated we would be laying out \$10,000 per month less if we did this.

Mr. Nicholas stated at the end of a year, you would have it built back up.

Mr. Berube stated we would have \$120,000 in additional money in the checking account that we did not write checks for.

Mr. Nicholas stated if it starts January 1, it would not be \$120,000 because your fiscal year started in October. Presumably, in September you would reset the assessments to the lower number for the following fiscal year.

Mr. LeMenager asked where does the \$500,000 come from? Is that for one contract?

Mr. Nicholas stated the original phase of infrastructure is for Five Oaks Drive primarily, the whole stretch from Town Center all the way back. The amortized principal balance of that is about \$500,000.

Ms. Kassel stated that would take pretty much all of our operating reserves and all of our unassigned fund balance.

Mr. Nicholas stated that is correct. It would take all your unassigned fund balance, and the Board would have to change its policy instead of having a three-month operating reserve to a one-month operating reserve.

Mr. Farnsworth stated it is only for a short time.

Mr. Nicholas stated you are collecting assessments at the higher rate. Even if we negotiate this great deal, you are still going to be collecting at the higher rate. You are effectively refilling that unfunded balance immediately every month. You are just now paying yourself and not the 10.5% note.

Mr. Walls stated right now we have a three-month operating reserve, but the developer pays about \$70,000 per month.

Mr. Nicholas stated and you understand the dynamics of that.

Mr. Walls stated yes. That three-month reserve amount is for when we have most of the money coming from residential assessments. The developer is paying every month for a majority of the budget now.

Mr. Nicholas stated that is correct. Your monthly operation and maintenance is between \$100,000 and \$115,000 per month. We are writing a check for \$78,000 of that amount.

Mr. Berube stated \$10,000 would automatically come off the top of the current monthly spending, so effectively, we would be putting \$88,000 a month back into the operating account.

Mr. Nicholas stated I know we discussed it but I want to make it clear in case it is \$9,200 or something other than \$10,000.

Mr. LeMenager stated my concern would be that temptation to spend the \$9,000 per month. We worked pretty diligently to create some serious rainy day reserves. We have not had a hurricane in a long time, certainly not since I have lived here. Tropical Storm Fay was mostly a rain event, but we will have a hurricane and it will knock down a lot of trees. We will need to spend a lot of money to replace them and fix things up. What you are talking about is leaving us pretty naked. What if a hurricane comes next year?

Mr. Nicholas stated there is \$185,000 in reserves for replacements, which is not leaving you naked. There is \$50,000 cash set aside for the first \$50,000 of self-insurance. There is also a policy that this Board has to carry three months of operating reserves. On top of the \$185,000, the \$50,000 and the three months of reserves, there is this additional \$500,000 of uncommitted cash just sitting doing nothing.

Ms. Kassel stated the balance is \$136,000.

Mr. Nicholas stated the balance of \$136,000 comes from changing the policy on three months of operating reserves. You would have to pull the three-month operating reserve down to about one month in order to have that fund balance be uncommitted. I want to be clear for the record this is not naked; it is quite clothed, actually. I also want to remind the Board that you have citizens, including a major landowner in the CDD, paying you money every month and every year, with you managing that money. Currently, that \$500,000 is not earning any interest, and it is out of the pocket of the landowner.

Mr. LeMenager stated it is that major landowner who cut this deal originally. Let us be honest.

Ms. Kassel stated this came up because you were telling us about the Neighborhood H street lights. I feel like we can table this until next month when we have some hard figures.

Mr. LeMenager stated I like the idea, but send us some information during the month so we can review it. We have five weeks until the next meeting. I am sort of amenable. I want to feel more comfortable about the reserve position we are going to put ourselves in.

I would like to see where this puts us for the next hurricane season. Let us hope we have another incredibly quiet one, but this is Florida. We know we will have one someday.

Ms. Kassel asked was the presentation of the Neighborhood H-1 lights simply about that? Or was it to bring up this discussion?

Mr. Nicholas stated it was not to bring up this discussion. I am glad you did because a lot has happened, and there is still more discussion. If it was final, then I would be presenting something. You can choose any contract in the set.

Mr. Berube stated take Neighborhood H-1.

Mr. Nicholas stated let us say it is \$150,000. You do not have to spend \$500,000, but there is a financial analysis involved. If you pick the right contract, then you stand to make back the most money. I am not advocating that you do it just because you have extra money and choose the right amount that you feel good about spending. I am suggesting you do it from a purely financial standpoint so that you have some leverage on your cash and that you use it in the best, optimal way. If you take the other approach that you want a large rainy-day fund and nothing is enough and you want to keep building it up, then take maybe half of that and see what contract you could pay off for \$250,000. I could pick one that is from six or eight years ago. I am suggesting with the analysis, the one that gives you the most bang for the buck is one that has a little more than \$500,000 in principal.

Mr. LeMenager stated I understand. I am always driven by what our attorney tells us is our *raison d'être*, which is the maintenance of infrastructure.

Mr. Berube stated it is also managing money.

Mr. Nicholas stated what is nice is if the power poles go down, it is OUC's problem and not yours. That is one luxury of this for hurricane season.

Mr. Berube stated we spend a lot of time managing money.

Ms. Kassel stated I think next month we will perhaps have some figures in front of us in the agenda or at the meeting. Then we can decide.

Mr. LeMenager stated I want to be comfortable about our rainy-day money we have managed to save.

Mr. Nicholas stated it is not a small decision. It would be changing the capital structure of the CDD's balance sheet. I think you should take it seriously. The question I have is, would you like me to present what I think is the smartest economical and

financial move, or do you want me to pick a number in that uncommitted fund balance and try to fit it so that you still feel comfortable with the amount being spent?

Mr. Walls stated I would be comfortable with about \$400,000. I would suggest you look for something to plug that into.

Mr. Berube stated consider that we are under \$500,000 now. With each month that goes by, it drops by \$10,000. That is the way it is working.

Mr. Walls stated I am looking at what the reserves are today.

Mr. Berube stated by the time all this is settled, contracts one and two would probably be pretty close to \$400,000 because it goes down \$10,000 per month.

Mr. Nicholas stated the principal does not drop by the amount you pay for the payment.

Mr. LeMenager stated our mortgages do not work that way.

Mr. Nicholas stated you are only at the halfway point, so we are still paying quite a bit of interest.

Ms. Kassel stated if we pay \$500,000, that would be pretty much all of our reserve and all of our unassigned fund balance.

Mr. Berube stated he had a pretty good spreadsheet for contracts one and two.

Mr. LeMenager stated I am happy to look at it.

Mr. Nicholas stated I have to simplify it because it is all about choosing the one you want and showing you the return.

Ms. Kassel asked would you do two for us?

Mr. Nicholas stated yes. I also have a question about process. For the Neighborhood II-1 project in particular, we are going to be presenting a very simple one-page arrangement from OUC. I wanted to ask how you felt about LED, even if LED meant a different hue on the light itself. Remember you are not saving the money on electricity; they are because the energy is included in what we are talking about. Not that you do not still want to be good stewards and save electricity, but that does not have any impact on you. The other question is, we will need to execute this agreement together. I need some direction on how you feel about LEDs and if I can proceed with the lighting design. At some point at the next meeting or the meeting after, we will need to get that going because they have a lead time on delivering the lights.

Ms. Kassel stated you suggested that we have an LED light so we can see what the cast is and what the hue is. It is hard to make a decision on something you have not seen.

Mr. Walls asked is the capital more for LED?

Mr. Nicholas stated it is maybe \$100 a month, so the upfront cost must have been negligible. I was shocked, actually, because everything you hear about fixtures like that is a major cost. But it is not a major cost.

Ms. Kassel stated personally, I am fine with LEDs. I think it is more responsible of us, especially the type of community we are. But I do not want not see something that is really anomalous or upsetting to people.

Mr. Nicholas stated part of Neighborhood H-1 will be some major roads. When the phasing was installed, not all these fixtures are going into the new neighborhood. They are also going into an existing roadway that never got lights installed, which is on Dark Sky on the south side about halfway up.

Ms. Kassel stated it is pretty dark there at 5:30 a.m.

Mr. Nicholas stated for whatever reason, they were not installed initially, so we have to add those.

Mr. Berube asked they want to charge a \$100 premium for LED lights and it will save them money on electricity?

Mr. Nicholas stated yes.

Mr. Berube asked and on maintenance? But they want us to pay a \$100 premium?

Mr. Nicholas stated they are just installing what we choose. They will go to the vendor, buy the product, bring it here and bolt it to the underground that we installed.

Mr. Berube stated we are talking about buying them out and absorbing another contract for 20 years at 10.25%. What is the upfront cost?

Mr. Nicholas stated I think it is about \$150,000 for this next set of lights to just pay them to install the infrastructure. You are just paying them back for what they paid the vendor.

Ms. Kassel stated it is paying them upfront versus taking out a loan.

Mr. Nicholas stated that is correct.

Mr. LeMenager stated I must admit that I like that better than the refinancing idea.

Ms. Kassel stated let us see what the financials are.

Mr. LeMenager stated we have more neighborhoods that are still coming online.

Mr. Berube asked why continue to do what we have already done and are trying to fix, when we have an opportunity?

Mr. LeMenager stated I say many times that we play the hand we were dealt. Here we have an example of something that was done in the past, for whatever reason, good or bad. We know there is probably a better way to do it. We are much more financially stable now. I like the idea of taking care of some of that cost on the front end.

Mr. Walls stated as Mr. Nicholas said, you need to look at your return because \$150,000 amortized over 20 years may only save \$1,000 or \$2,000 per month or whatever the number is. But if you invest the money in the older contract, you may save \$10,000 a month.

Mr. LeMenager stated I appreciate that, but we are not an investment body. We are a maintenance entity.

Ms. Kassel stated we are going around and around. Let us see the figures and then decide.

Mr. Nicholas stated I will send you the letter quote on the two ways to do it, either the payment way or the upfront cost. I will send you the photometrics, the design, and where the actual lights are so you can see some of them are outside the neighborhood. I also want to mention something if you are open to it. For future subdivision planning, we can design it ourselves, and instead of having it be part of the distribution network, we can meter these devices, purchase them ourselves, and then you can choose whether or not you want to hire OUC to perform the maintenance. The difference is there are no meters between the transformers and these lights. It is part of the network. If we told OUC that we are going to do this ourselves, we could go to Holbrook or whatever fixture manufacturer and negotiate with them directly to buy the lights.

Mr. LeMenager asked who would buy them?

Mr. Nicholas stated the CDD would.

Mr. LeMenager stated no. This conversation is going to get me on my conversation about why CDDs are such an evil invention of the Florida Legislature. We have spent all our capital. Any capital expenditures that are left are on the developer, not the CDD.

Mr. Berube stated I would not want to own the light fixtures and take the electric bill every month. I would be fine with buying out the maintenance portion of what we are doing in Neighborhood H-1. When I look at that, I see effectively that we are buying

some light poles for 20 years. I would never finance that at 10.25%, and that is what OUC is asking us to do.

Mr. LeMenager stated the bottom line is, we have spent all the money there is to be able to put in any new infrastructure, end of story.

Mr. Berube stated I think we want to see the \$500,000 analysis, something in between, and what it will take for us to not get involved in financing Neighborhood H-1.

Mr. Nicholas stated under that direction, then taking out the recent contracts would be the preference. You want to leave the ones that have the fewest number of payments left so that they are done. If that is the philosophy, that is the way you would go. You would leave the oldest contracts alone under Mr. Berube's philosophy.

Ms. Kassel stated I am asking for your suggestion of paying \$500,000 and for \$400,000.

Mr. LeMenager stated I am happy to look at the numbers. I am concerned that this is yet another thing where we are on the hook for brand new infrastructure that has never been paid for and all the funds have long been spent.

Ms. Kassel stated this is the hand we are dealt.

Mr. Berube stated we can argue about it all day, but it is what it is, and we are going to take it.

Mr. LeMenager stated regarding LED lights, I hate the white light. I think we should keep all the neighborhoods the same.

Mr. Berube stated it would look different. We have gone to great lengths to keep everything blended.

Mr. LeMenager stated I think we should keep one color.

Mr. Berube stated I agree. I am fully in agreement with LEDs for durability and being green.

Mr. Nicholas stated at some point, they may make an LED that comes in amber, and I think that exists. I just do not think OUC is there yet. You only meet once a month, but we are on timelines to do certain things. In the event that OUC's lead time for delivering these fixtures exceeds the length of time between next month's meeting and the end of the project, what I may do is proceed with ordering the fixtures, but I need to have some communication back and forth. If your choice is to purchase them, what I need is some

direction if that occurs. Which way do I go? With whom do I speak? How do we get back together?

Mr. Walls stated this is a large expenditure.

Mr. Berube stated this is about ordering fixtures.

Mr. Nicholas stated that is correct, for the new neighborhood and bringing it online.

Ms. Kassel stated I thought we made our feelings clear just now by saying we want to try to keep things looking fairly uniform.

Mr. Walls stated he is talking about buying out the contract.

Mr. Nicholas stated if it is going to be 15 weeks for a lead time on these fixtures, and the next meeting is in January but the end of the project life is sooner than 15 weeks from the next meeting date, then we need to do this sooner. I am hoping to get some direction on H-1 in terms of your preference. Frankly, we would go into the agreement telling you that you would not be able to pocket anymore because I am negotiating this maintenance reduction that was already in the budget. But if you want to pay for those things in advance, that changes the dynamics a little. We may need to meet with the District Manager or a Board member and provide you with the agreement. I can send it out between the meetings or make some inference as to your preference if that occurs. Maybe it does not matter. Maybe they have an eight-week lead time or a six-week lead time and we are in good shape.

Mr. Berube stated that is just the lead time. That does not have anything to do with the finances.

Mr. Nicholas stated I do not believe they will order the fixtures until we agree to the service contract. I believe step one is to decide what we are doing for the 35 fixtures. Then they go to procurement and order it. I could be wrong, but I do not think OUC will order a specialty fixture that is only used in this neighborhood without some sort of service agreement.

Mr. LeMenager stated that seems reasonable.

Mr. Walls stated I am not trying to hold anyone up, but we are talking about a pretty good sum of money. I would like for this whole body to meet when we make that decision, whether it is a regular meeting or a special meeting. I think it needs to be decided at a meeting.

Mr. LeMenager asked how quickly can we meet? We still need to advertise it to the public to have a meeting.

Mr. Moyer stated I need 10 days' lead time.

Mr. Nicholas stated I just need to redo the quote to have them include the upfront costs as a possibility. He has already sourced the fixtures, so that is already in place. We already have a financed estimate, so that can happen fairly quickly. The lead time might not be an issue, but sometimes with this big equipment, it is.

Mr. Berube stated do your best and we will deal with it when we get there. That is a constraint of governmental bodies.

Mr. Nicholas stated a special meeting is always an option if we need one.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

The financial statements are included in the agenda package and are available for public review in the District Office during normal business hours.

Mr. Moyer stated we collected a minor amount of assessments, which was not anticipated, of \$42,000. We will receive most of the assessment levy from the residential houses that are occupied either this month or in early January. That is just how this works out. The assessment on the developer depends on the timing of his payment, which is historically in March. That gives you a heads up on our cash flow position. As we discussed, the developer is also directly assessed and pays on a monthly basis. They are right where they need to be. Other than capital outlay for the dock, we are a little under budget but pretty much right where we need to be.

Mr. Berube stated Ms. Kassel had a question last month in how that worked.

Mr. Moyer stated the issue was what did we decide to do in the budget and why did we not budget it. The reason it was not budgeted is there was discussion and understanding that it was going to come out of the reserves. The way we are booking this is now under capital, but it will be transferred to renewal and replacement. When we get to the end of the fiscal year, if we are under our overall budget, even though one line item is over budget, that is fine and we will leave it. If we exceed the budget, then we will come back and do a budget amendment to increase the renewal and replacement fund to equal the expenditure and decrease fund balance.

Mr. Walls asked do you generally spend out of reserves?

Mr. Moyer stated not usually.

Mr. Walls stated that is what I thought. What we do is move money out of reserves into capital outlay or wherever we are spending it.

Ms. Kassel stated the mistake is that it is under capital outlay and it should not be.

Mr. Moyer stated we will move that to reserves.

Mr. Berube stated I want to be sure Ms. Kassel's question was satisfied. I thought it was, but I wanted to be sure.

Ms. Kassel stated I thought we had budgeted it for \$40,000 under some line item in the budget, but it went under capital outlay, which is incorrect.

Mr. Moyer stated you are correct and we will move it.

B. Invoice Approval #164 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 Ms. Kassel, with all in favor, unanimous approval was given to the invoices, as discussed.
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C. Public Comments/Communication Log

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

D. Website Statistics

The website statistics are contained in the agenda package and are available for public review in the District Office during normal business hours.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney – Discussion of Rules

Mr. Qualls stated I took my best shot at capturing the great discussion at the workshop and turning that into a redlined version of something that would be useful to you. I am sure there are a lot of things you have recommendations to change, which is why this is an ongoing process. Any comments you give me today, I will make today. The other option is to send me your comments. I can set up a document where I can show what Supervisor made a particular comment, so you can see it in front of you. Give me your comments today and I will provide you with another draft. This is a process, and it is important that you get the rules the way you want them.

i. Chapter 1, Administrative Rules of Procedure

Mr. Berube stated there has been no change until 1.4(5) related to public comments at meetings. I agree with everything. There is a typographical error under c on the third line where "is" should be "his."

ii. Chapter 4, Parks and Recreation Facility Rules

Mr. Berube stated I have no comments on page 1, but at the bottom is a comment that these rules were adopted April 28, 2011. I presume that will change to reflect a new date.

Mr. Qualls stated yes, that will be a future date whenever you set the public hearing to adopt the rules.

Mr. Berube stated the rest of the nomenclature will be changed to reflect the other changes.

Mr. Qualls stated yes, the footnote will be updated at the point you adopt a final set of rules.

Mr. Berube stated rule 1.8 references two District-owned pool areas. I think our water feature qualifies as a pool.

Mr. Haskett stated it is licensed as a pool through the Department of Health.

Mr. Walls stated these rules mostly apply to access-restricted pools.

Mr. Berube stated the reality is the water feature is a pool. We pay for a pool license.

Mr. Walls stated you are talking about the definition.

Mr. Qualls stated I would just point out that the general use is the District-owned recreation facility. I think a pool falls into that category where a pond would not.

Mr. Berube stated I am talking about the splash pad, not a pond.

Mr. Qualls stated I can change that.

Mr. LeMenager stated I do not know that you need to change it.

Mr. Berube asked are we fine with just the two pools that are enclosed?

Mr. LeMenager stated I think that is pretty clear in the context.

Mr. Haskett asked does it list two pools?

Ms. Kassel stated yes.

Mr. Haskett stated so as to not have to change the rule again for pools added in the future, perhaps we can remove the word "two."

Mr. LeMenager stated then all we have to do is update the attachment.

Mr. Qualls stated I will change it to "District-maintained pool areas shown on the attached map."

Mr. Berube stated rule 1.11 defines a District resident. Rule 1.11.2 refers to a property owner who has elected to declare residency outside the boundaries of the District but also owns a home within the boundaries. Then 1.11.3 refers to a property owner who has not elected to occupy his or her home within the boundaries of the District, but rents his or her home out. How can people who do not live here be called residents? They are owners, not residents.

Mr. Qualls stated you have defined the term "District resident" and you want it to be broad enough to include people who own homes but are renting them out. So the owners can use the facilities and also the renters.

Mr. Berube stated no, this defeats that purpose.

Mr. Qualls stated we can change it.

Mr. LeMenager stated I would argue against that. If you bought something purely as an investment and you are renting it out, then you have given up your right to use the facilities.

Mr. Berube stated that is exactly right.

Ms. Kassel stated that is an excellent point. I think we need an "or" after these, so you will not have 1.11.2 and 1.11.3.

Mr. LeMenager stated I think 1.11.2 is for snow birds, who are people who have their legal residence somewhere else but come down here for three to five months a year.

Mr. Farnsworth stated in that case, they have not given up their right to use the facilities.

Mr. LeMenager stated that is correct; they have not given up anything. But if you are renting out your home, that is different.

Mr. Walls stated we deal with that later on in the rules that pertain to access cards.

Mr. Farnsworth stated I thought it was addressed somewhere.

Mr. Qualls stated what I am hearing you suggest is to strike 1.11.3.

Mr. LeMenager stated yes.

Mr. Nicholas stated that does not make them a non-resident. You are saying for purposes of use it does, which you address later in the document. He is just defining the word resident.

Mr. LeMenager stated that is not a resident. I do not think they should get an access card.

Mr. Walls stated it has to be defined so that you can use the term later, which it is in the access card section.

Mr. Qualls stated that is correct.

Mr. Walls stated whether or not you call them a resident.

Mr. Berube stated 1.11.2 is fine but 1.11.3 has to go. Then move up 1.11.4 and 1.11.5 to reflect the change in numbering.

Mr. Walls asked should we call 1.11.3 something else? Should we give it a different name so it has a definition?

Mr. Qualls stated that is a good idea.

Mr. LeMenager asked what would the purpose be?

Mr. Walls stated later in the document, there is language that says if you fall into this category, you do not get an access card.

Mr. Berube stated I did not find any conflicts with 1.11.2 or 1.11.3.

Ms. Kassel stated as we go through, we can make that notation.

Mr. LeMenager stated we should strike 1.11.3 for now.

Mr. Qualls stated Mr. Walls is talking about proof of home ownership on page 4, which is provided to get an access card. The policy decision was made that if you own a home and you do not live here, we are still going to consider you a resident. Now I am hearing you suggest you want to change that policy to say if you own a home here but do not reside in it, you will not be considered a District resident.

Ms. Kassel stated no. If you own a home here and rent it out, then you are not considered a District resident.

Mr. Qualls asked so you are only a resident if you own a home and do not rent it out?

Mr. Berube stated that is correct.

Mr. Walls stated we were trying to prevent double dipping with owners and their tenants using the facilities.

Ms. Kassel stated a resident can also rent a home.

Mr. Walls stated whatever you want to call that person who owns a home but rents it out should be defined somewhere.

Mr. Qualls stated they would be a non-resident owner.

Mr. Walls stated something like that.

Mr. Qualls stated so a non-resident owner who owns a home here and wants to access the facilities, in addition to assessments, will now have to pay the \$1,000 to access the facilities.

Mr. Nicholas stated no, a non-resident owner is fine. They do not have to be here all the time. They just cannot have a lease on their home.

Mr. Qualls stated if I am a home owner in the District and I lease that home out, I am paying the assessments and taxes. The policy is that I am not a resident. If I want to use the facilities, then I need to pay the extra \$1,000.

Mr. Berube stated yes, or if your renter does not use the facilities, then you can.

Mr. LeMenager stated I do not know if you can work out the wording, but basically if you rent out your home, then you have given your access rights to your tenants.

Mr. Berube stated that is exactly right. That was included in the documents from Fishhawk where they specifically said there was no double dipping. I read a lot of CDD material over the past month, and there are a number of them who do that, no double dipping for the facilities.

Mr. Qualls stated I appreciate that, but just because other people do it does not make it right. I am not suggesting that what anyone else is doing is wrong. You set the policy. I just want to understand it, and now I do.

Mr. LeMenager stated my wife had a different suggestion for 1.13 for guests that I had not thought of but apparently they do in Celebration. Right now, we are defining a guest as someone you physically accompany to one of our facilities. What if Grandma and Grandpa are coming for the winter or something of that nature? They may want to take the kids to the pool while the parents are gone. My wife wondered if it might be a good idea to have a policy similar to what you can do in Celebration, where if you have a guest, you can physically get them a guest card. You pay a deposit for that card, which is registered to that guest. When their time is up, then turn the card back in or you lose the deposit. Or there can just be a charge for it. We have a slightly different definition of guest.

Mr. Berube stated if we had an office onsite that could produce cards right there, that would be a wonderful idea. The process now is you have to provide the paperwork to Ms. Tschinkel who makes sure it is complete and sends it to Mr. Haskett who reviews it and

then gets them printed. That might take two weeks. I hope it is not, but occasionally if he is on vacation, you will not get the card done.

Mr. LeMenager stated I am talking about a card that does not have a picture on it but is simply a guest card. It is not a new and unique card. It is from a supply of Guest cards that someone can pay to get.

Mr. Berube stated you still have to do the paperwork to verify who is who.

Mr. Qualls stated you are suggesting to strike “and accompanied for the day” so it reads “a guest is someone who is invited by a Resident to participate in the use of the Amenity Facilities.”

Ms. Kassel stated that will open a can of worms.

Mr. Qualls stated I am just trying to capture the suggestion, not weigh in on the policy.

Mr. LeMenager stated yes, that is the essence of the suggestion.

Mr. Berube stated if Grandma and Grandpa are here for six months, then they are a resident. They are part of the family and get a regular family card.

Mr. Nicholas stated maybe at the time of original card acquisition, they get assigned a guest card, if that is a likely scenario, and it is attached to their address. It will never get used unless Grandma is in town, and they pay for that extra card that is connected to their use. I am trying to work out the operations.

Mr. LeMenager stated I am just raising the idea.

Mr. Nicholas stated that is a good thought.

Mr. LeMenager stated I thought of the same thing about getting the cards made, but I said I would raise the idea. I had not thought of it.

Mr. Nicholas stated if you look at it like an HOA or a membership scenario, there are plenty of unaccompanied guest situations, and they are perfectly fine.

Mr. LeMenager stated my wife’s comment was what if parents are both working, and Grandma and Grandpa want to take the kids to the pool.

Mr. Nicholas stated or the parents might be out of town and the grandparents are staying with the kids.

Mr. LeMenager stated yes, something like that.

Ms. Kassel stated I like the guest card idea where families can get an additional card for an additional fee that is a guest card.

Mr. Haskett stated some families do that already. They will list grandparents on their original paperwork.

Mr. Qualls stated we need to add a rule to provide for a guest card, whenever we get to that section.

Mr. LeMenager stated the fee is whatever the cards cost.

Mr. Walls asked what kind of fee are we talking about and what is going to stop me from going down the road and giving it to my dad and telling him to come here and use the facilities whenever he wants?

Mr. Berube stated pretty soon, there will be tighter controls with a set of eyes in the pool enclosures who will match cards to faces.

Ms. Kassel stated if his guest card is for his dad, then his dad can come at any time.

Mr. Berube stated I understand, but not if his dad is inside the pool enclosure and has his card and the face does not match.

Ms. Kassel stated a guest card does not have a picture on it.

Mr. Berube stated I thought you meant he would use your card.

Mr. Walls asked if we do that, then what is the point of an access card?

Mr. LeMenager stated so many people are going to cheat. I can think of people whose parents come to take care of the grandkids pretty frequently.

Mr. Berube stated they should get them a regular card. Call them a resident, but just do it the right way if they are here that often.

Mr. LeMenager stated they do not fit under family, and we would break 1.12 because they do not live there. They are coming to visit. I think we are all saying grandparents ought to be able to take kids to the pool in a supervised manner, but they do not actually fall under any of these definitions. I think I hear that it sounds like a good idea to allow them to do that, but then we need a different category.

Mr. Qualls stated the simple thing is to change the definition of family and strike the last sentence.

Ms. Kassel stated no.

Mr. Berube stated we can make family to include caregivers for minor children. That is really what we are talking about. If Grandma is here, she is a caregiver for the kids.

Ms. Kassel asked what if we allow them to have a card that does not have a picture on it but we only allow two per family? Then after that, they do not get anymore. They cannot just keep getting guest cards and giving them out.

Mr. Haskett stated keep in mind that the system is limited to a certain number of cards the way it is programmed, which is 3,000 user databases. You can have up to 8,000 total users. At some point in the future, you will run out of space.

Mr. Berube asked what do we have now?

Mr. Haskett stated about 1,300 users.

Mr. Berube stated so we are not close to that yet.

Mr. Haskett stated no.

Mr. Nicholas stated that is pretty good, actually. I did not realize that many people had cards.

Mr. LeMenager stated we do not have to resolve this now. It is a category of people that we would all think is fine to be using the facilities.

Mr. Walls stated yes, and it is a matter of making sure we keep control. That is the reason why we bought the access card system.

Mr. LeMenager stated that is why they should have an expiration date on it.

Mr. Berube asked how much of this has Mr. Haskett run into?

Mr. Haskett stated I do not think I have, the reason being we do not go out and match cards with peoples' faces.

Mr. Berube stated that may change when we do that.

Mr. Haskett stated yes. If you know the grandparents are going to be here for three weeks, we can issue them a three-week card. The system is designed so that once the card expires, you can take it out of the system, which opens up that slot.

Mr. LeMenager stated I am saying it does not have to be a picture card. It can just be a set of cards that you have in your possession if someone says their parents are in town for three weeks and will be taking care of the kids and would like them to be able to take the kids to the pool or on a boat. They would have to go through the training in that case.

Mr. Berube asked if we instituted that policy and issued those cards, Mr. Haskett could deactivate them on definite day?

Mr. Haskett stated yes.

Mr. Farnsworth stated if that type of guest card just had a number on it, then it would not need to be reprinted. It would just be reissued to someone.

Mr. LeMenager stated yes, we are not talking about a card that is thrown away after it is deactivated.

Mr. Haskett stated if the card gets back to my office, we could certainly do that.

Mr. LeMenager stated they should pay an appropriate deposit to encourage them to return the card; otherwise, they will lose their deposit.

Ms. Kassel asked how would we amend the definition of guest?

Mr. LeMenager asked would we need another category?

Mr. Qualls stated I think we would provide a provision for allowing a guest or a relative to obtain a card.

Mr. Berube stated we can just add a line that says guest cards may be issued for temporary purposes for visiting extended family members.

Mr. Farnsworth stated that means you basically move the last sentence of 1.12 down to 1.13.

Mr. LeMenager stated no, we are saying those people do not count as family, but we do want to count them as guests. What we are really saying is that we want grandparents to have the ability to take their grandkids to the pool without the parents being there.

Mr. Farnsworth stated I understand. I am trying to also understand how to get that provision into the wording.

Mr. LeMenager stated we need to amend the definition of guest to accommodate two kinds of guests: accompanied and unaccompanied.

Ms. Kassel stated just put a comma at the end of that sentence and say except for temporary cards issued for visiting family members at the end of 1.13.

Mr. Qualls stated we are defining guest as anyone except visiting family members.

Ms. Kassel stated 1.13 stays the way it is, except at the end.

Mr. LeMenager stated then they are not family. Then they are no one. You can only be family or guest.

Mr. Qualls stated you are now going to exclude someone from being a guest.

Ms. Kassel stated at the end of 1.13, insert a comma and "with the provision of temporary unaccompanied guest cards for visiting family." We need to deal with the unaccompanied guest users. The rest of the sentence says accompanied.

Mr. LeMenager stated I agree.

Mr. Qualls stated so it will read "Guests shall mean any person or persons who are invited and accompanied for the day to participate in the use of the Amenity Facilities, with the provision of a temporary guest card."

Mr. LeMenager stated I think it needs to be a new sentence.

Mr. Berube stated I agree. Leave the period and add a sentence that includes the ability to receive temporary access cards for visiting family.

Mr. Golgowski stated if you are a caregiver accompanying the child, you are a guest of the child. A child is a resident as already defined.

Mr. Nicholas stated a child is defined under family.

Mr. Berube stated a child does not have an access card.

Mr. Golgowski stated he can still be inviting the guest.

Mr. Berube stated but he does not have a card to get in the gate.

Mr. LeMenager stated we want the grandparents to have a card so they can take the kids to the pool.

Mr. Berube stated we do not have a family card; they are all individual cards. You are right that he is a guest of the child. Mr. Qualls gets the idea, so we will let him come up with the wording.

Mr. Qualls stated I hear you trying to create a mechanism whereby visiting relatives or extended family can be issued a guest card so they can take the kids to the pool without the parents.

Mr. Berube stated that is correct.

Mr. Qualls stated I do not think you change the definitions. I think you add a provision to access cards.

Mr. LeMenager stated that is fine.

Mr. Qualls stated we can say that guest access cards can be issued on a temporary basis to visiting relatives.

Ms. Kassel stated except that we have defined a District resident, so we do not need to have it here.

Mr. Berube stated no, we can have it further in the rules.

Mr. Farnsworth stated when you get to rule 2.3, it starts with "Patron," which is not defined anywhere.

Mr. Qualls stated we need to define it. Remember, you said to take the Fishhawk rules and insert them in this section, but you are right that it needs to be changed to "District Resident."

Mr. Farnsworth stated if you are going to use Patron, then we have to define it.

Mr. Qualls stated I think the easiest thing to do is strike the concept of Patron and say Resident.

Ms. Kassel stated except that this section is under discussion. Mr. Berube has proposed these changes, but we have had a lot of feedback that says not to change it.

Mr. LeMenger stated I think the wording needs to be changed; however, I would like to announce that I am joining Ms. Kassel on the side of no fishing in any ponds. I listened to all the comments. I have heard a lot of impassioned pleas on the side of no fishing. Frankly, I have heard very few impassioned pleas from the other side. That side is more like "it would be nice." I am moving totally to Ms. Kassel's side, which is no fishing in the ponds. It is not worth the hassle.

Mr. Qualls stated I think a lot of these Fishhawk rules are difficult to enforce.

Mr. Walls stated my position is to remain silent and get rid of 2.3 altogether and not say anything.

Mr. Qualls asked are you suggesting no fishing at all, not even at Buck Lake?

Ms. Kassel stated no, I am not suggesting that at all.

Mr. Qualls stated so there are places where people can fish.

Ms. Kassel stated absolutely.

Mr. Qualls stated this rule does not ban fishing.

Ms. Kassel stated no, this rule says fishing is prohibited in District-owned ponds.

Mr. Qualls stated I was going to suggest saying that fishing is prohibited except in designated areas.

Mr. Nicholas stated the District does not own the lakes. That is not even a part of this.

Mr. Qualls asked but is it a designated place to fish?

Mr. Berube stated we are getting way off track. To be clear, we are dealing with seven ponds when we talk about fishing, trespassing, swimming, or anything else. It is seven ponds: 25, 26, 27, 30, 31, 32, and 33. The ponds that have houses contiguous to them are 24, which is Bracken Fern, 26, which is Dog Trot, and 33, which is the Estates

entrance. Some may say that the pond at Dark Sky and Goldflower is contiguous, but there is a CDD buffer zone behind those houses between the pond and the homes.

Mr. LeMenager stated that is also true at Bracken Fern where there is a CDD buffer zone of about 20 feet. Their property line does not end at the pond.

Mr. Berube stated I am referring to homes where the grass goes right up to the buffer zone.

Mr. LeMenager asked what is the difference between grass and scrub? Land is land.

Mr. Berube stated we have four possible ponds that have houses contiguous to them. At this point, I have listened to all the people who have come. What I hear from everyone who came here was when the signs went up, the problem went away. We heard that again tonight. I do not have a dog in this fight, but I try to do the right thing. For the people who live on those ponds, I still want to open up all the ponds and take away the rule about regulating fishing. But I am absolutely in favor of leaving the signs in place that are there with the exception of Long Pond. For the people who live on a pond, the signs should stay, and that should resolve the problem.

Mr. Qualls asked are you suggesting what Mr. Walls did, just striking section 2.3 altogether?

Mr. Berube stated I am not proposing anything yet. I am saying as a compromise for the people who like the signs in their ponds to leave them.

Mr. LeMenager stated the signs actually have wording and the rules do not mean anything.

Mr. Berube stated they do not mean anything anyway.

Ms. Kassel stated that is not true.

Mr. LeMenager stated I am with Ms. Kassel on this one. I have definitely heard from people here who said they called the sheriff, the sheriff has come out and asked them to leave, and they left.

Mr. Berube stated that is exactly right, but that is not because the sign is enforceable. It is because the sheriff drove over here.

Mr. LeMenager stated a No Trespassing sign is absolutely enforceable.

Mr. Berube stated no, it is not.

Ms. Kassel stated yes, it is. Whether they choose to enforce it or not is a different matter.

Mr. Berube stated the sheriff's legal counsel has said it is not enforceable.

Mr. Qualls stated I have not talked with the sheriff's legal counsel, but we were talking about this in 2011. I found a memorandum that I had written to Mr. Golgowski with my research. There is a distinction between adopting a rule and enforcing the rule. The trespassing signs that you installed were done pursuant to Chapter 810, Florida Statutes. You have the legal parameters to make the policy decision to allow fishing or not to allow fishing. I do not see it as the law precluding you from doing one or the other. I do think an important thing to consider when any policy-making entity is making policies is, are you going to spend more time, effort, money and energy on a rule that you cannot enforce. If so, then it probably is not a good rule. There are a lot of examples of that on the tax side where I spend a lot of time providing counsel. For instance, tangible personal property has a tax in this State, which includes all property that you possess, but the Legislature has decided to exempt furnishings that are owned by people in their homes. The reason is that it will be impossible to enforce that and collect it. My point is, it is not a legal decision; it is a policy decision. Are you going to adopt a rule that will actually result in someone enforcing the rule? What we are hearing from the sheriff is most likely it is not something that is going to be enforced. That is not to say that we cannot work with them to get additional enforcement measures, but right now, it seems that there is a disconnect since not all law enforcement officers are going to treat it the same way. I want you to focus the discussion on fishing as it pertains to the preservation and maintenance of District facilities. That is why you adopt rules, to preserve and maintain District facilities. I do not know the answer, but to me, that is the basis by which the District has to make its decision. That is where you have the authority to make rules such as this. The District shall preserve and maintain District facilities. The Board in the past had the legal right to pass a rule to not allow fishing and to put up the No Trespassing signs. This Board has the legal right to change that. What is interesting to me is, we never hear the debate about if we can really stop people from going in the pool after hours and vandalizing things and tearing it up. Everyone accepts that. I was out for a jog in a public park, and the public park had the gall to tell me I could not trespass on a public park because they were doing construction. Governments can make rules to regulate access as long as you are treating everyone the same. You cannot restrict it, but you can regulate it. I may not be helping, but I am trying to get you to frame the decision

on what is in the best interest of the District in preserving and maintaining District infrastructure. It is unclear to me how fishing relates to that.

Mr. Walls stated three years ago when we did this, my opinion was the same as it is today. I do not understand why we are talking about it. Just be silent on it and forget about it. I do not think I brought it up last time or this time. Ironically, Mr. LeMenager brought up changing the rule this time. I do not know why we are discussing it. I was talking with my wife about this today. We assess \$4 million to District property owners every year when you include debt service, and we never hear anything about that. One or two people come here and talk about the \$4 million we collect to run the District, and the big issue is whether or not someone can fish in a pond. That blows my mind. Let us just get out of it. It is a legally permissible activity.

Mr. Berube stated Mr. Odden said that the signs fixed the problem.

Mr. Odden stated so far, they have.

Mr. Berube asked if the signs stayed, would that be acceptable?

Mr. Odden stated when someone shows up and starts fishing in a pond and having a party out there, I can call the sheriff.

Mr. Berube stated whatever is written in our rules, the sheriff does not care about. The only reason the sheriff throws someone out is because a resident calls them, they show up, and they want to make you happy because you are the resident. They will not enforce trespassing against residents. The deputy told me that if he is called out for someone fishing in a pond and you are standing there, he will ask them to leave to keep the peace. But if that person fishing knows the law and says they are not going to leave, he will not make them if there is any resistance. The only way that is enforced is if a CDD member is there with the sheriff and signs a trespass ticket. I have heard what everyone has said, and I agree with you. My initial opinion was to erase the rule and be done with it and take all the signs out. I am trying to strike a reasonable compromise between the two parties. There are some people on this Board who want to eliminate the fishing ban and the trespassing ban and everything else. To your credit, residents have come here and said you do not like that. What I heard is that the most effective thing we did that stopped the problem behind your houses was to put up the signs. We will keep those signs there. Very little will change from your perspective.

Ms. Kassel stated I disagree. As Mr. Qualls said, we did everything we needed to do. It sounds like you are talking about leaving the signs up in that one pond.

Mr. Berube stated at two ponds.

Ms. Kassel stated you are also ignoring the people who live on Lakeshore Pond who have said they do not want fishing in any of the ponds.

Mr. Berube stated none of those residents showed up.

Ms. Kassel stated yes they did: Ms. Balash, and I believe Mr. Sonny Templeton is on the list from Mr. Presley.

Mr. Walls stated at least two people want to keep the rule as it is. I would prefer to get rid of it altogether. I am not encouraging or discouraging fishing. I am just saying to get out of the business of regulating it.

Mr. Nicholas stated Mr. Qualls framed it the right way. Rule 2.4 refers to swimming and watercrafts, and there is a lot of new language in here that is harder to try to deal with than what you had before. Right now it says that fishing is prohibited in District-owned ponds. If you are going to do any change, as the developer, I would recommend that it simply says recreation of any kind, including fishing, water craft, or swimming, is prohibited in District-owned stormwater retention facilities.

Mr. LeMenager stated that is what I was going to get at.

Mr. Nicholas stated it covers everything. Whether you can enforce it or not may not be the issue, but you are protecting the District's infrastructure. You have made the attempt with this policy to protect it against recreation of any type in those retention facilities.

Mr. Walls stated that means no walking and no jogging, nothing.

Ms. Kassel stated in the ponds.

Mr. LeMenager stated what I like about the wording here is what the ponds are. Rule 2.3 should be more about what the ponds are, what they are for, and what prohibited uses are in the ponds. You define it and say the ponds are for stormwater management. They are there for the next hurricane or the next tropical storm, like Fay, where it rained solid for 72 hours. They are not really here for anything else. They are not for any use other than stormwater management, including but not limited to, fishing, swimming, water craft, and so on.

Ms. Kassel stated rule 2.3 will be struck. Rule 2.4b will say all ponds on District property are retention ponds, no water craft, swimming, fishing or recreational activities of any kind are allowed in any of the ponds on District property.

Mr. Nicholas asked why would you strike 2.3? That seems like it would be the place to keep it. Do you mean 2.3a and 2.3b would be struck?

Ms. Kassel stated rule 2.3 was fishing is prohibited in District-owned ponds. There was nothing else. Rule 2.4 is new.

Mr. Qualls stated yes, I pulled 2.3 and 2.4 straight from the Fishhawk rules. They actually seem to contradict other rules you have. For instance, 2.4f says that home owners whose lot abuts the ponds are responsible for mowing. That one should be stricken. The idea was great to include them so now they are in front of everyone, but clearly this will have to change. What I hear Mr. LeMenager saying is that rule 2.3 would say something to the effect that the District-maintained ponds are part of a stormwater maintenance system that the District is charged to maintain. These ponds were not designed for any recreational use, including swimming and so forth. I am trying to capture your suggestion.

Mr. LeMenager stated that captures it.

Mr. Berube stated that is all fine and good, but at the time this was written, four people were moving toward adopting this policy. We spent hours talking about it.

Mr. LeMenager stated I do not think we have four people doing that. I disagree with you completely. What we had was a group of people who thought we should draft some wording. From my perspective, I want to provide some draft wording, something we can discuss because I figured we are going to discuss this two or three times. I actually thought when you said we could decide on this in 60 days at the beginning of the meeting that you were being unrealistically optimistic. I would be shocked if we get this done in four months. We will go back and forth more than a few times. That was also before we got all the public feedback, as well. We have received public feedback, which has been pretty clear and pretty one sided.

Mr. Farnsworth stated I would dismiss that one sidedness. We need to decide independent of that.

Mr. Berube stated before we rewrite this, we need some guidance. I still believe there are three people on this Board who want to rescind the fishing ban.

Mr. Farnsworth stated what I suggested tries to address the despoilment concerns of the residents whose properties back up to the ponds, and it tries to list all of the things that are prohibited in the pond.

Mr. Berube stated what I read that you are suggesting is that while fishing is not encouraged, it will, as required by law, be tolerated.

Mr. Farnsworth stated that is correct. Everything else here will be called out as suggested, that all these other things, like swimming or water sports or boating of any kind or anything like that is out of bounds, including boisterous activity or anything that disturbs the peace. Fishing is about the blandest thing a normal person could possibly do, standing or sitting on a bank with a line in the water. To me that is the most boring thing anyone ever came up with doing.

Mr. Berube stated before we redo all these words to say no fishing, we need to remember that when that comes to a vote, it will lose.

Mr. Farnsworth stated my understanding is that the only way you were getting no fishing in there was not that we really had the authority to say no fishing but we had the authority to say no trespassing. That is how you were getting to no fishing.

Mr. Qualls stated the authority of the District is that the District shall preserve and maintain District infrastructure, as long as the best information available to the Board means you are carrying out that duty that the Legislature has given to this Board, to preserve and maintain District infrastructure.

Mr. Farnsworth stated I do not want to say no fishing. What does that have to do with maintaining?

Mr. Qualls stated that is a fair question.

Mr. Farnsworth stated that is irrelevant.

Mr. Moyer stated that is the point. It does not have anything to do with maintaining, and therefore, why should it be permitted.

Ms. Kassel stated exactly.

Mr. Farnsworth asked why should it be denied?

Mr. Moyer stated because it does not have anything to do with the core objective of the District to own, maintain and operate. That is the point I made a month or two ago. If you are not on that property maintaining the water management system, then no one has the right to be on that property.

Mr. Farnsworth stated now you have complete no trespassing for anyone.

Mr. Moyer stated that is correct.

Mr. Farnsworth stated the only way to enforce that is back to the fence arrangement.

Ms. Kassel stated no, we are enforcing it now with the signs.

Mr. Farnsworth asked does no trespassing apply to anyone?

Mr. Qualls stated yes.

Mr. Farnsworth stated that means you cannot go down to the pond.

Ms. Kassel stated yes, I can go down to the pond but I cannot go into the pond and I cannot put something in the pond.

Mr. LeMenager stated that is the key. I like what you have written here, but the key is that pond is not a defined term. What you have written is not about the pond. It is about the pond and the 20 or 30 feet behind it. I think what we are talking about is the pond itself, the water, period. That is the stormwater management system. The banks of the pond are not the stormwater management system.

Mr. Farnsworth stated this is getting to the pond. This is everything that surrounds the pond, which is public property.

Mr. LeMenager stated that is correct and people can walk on it.

Mr. Walls asked why is it acceptable for people to walk around the pond or sit on the pond bank? We are not going to call that trespassing, but if you do those things with a fishing pole, then you are trespassing.

Mr. LeMenager stated because you have gone into the water.

Mr. Berube stated certain people have created a problem on certain ponds over time because they were rude.

Mr. Walls asked if they were causing a problem, why was the sheriff not called to resolve the problem?

Mr. Farnsworth stated exactly.

Mr. Berube stated probably because it was easier to take this approach.

Mr. LeMenager stated the sheriff was called, and I am not disagreeing with you.

Mr. Walls stated I just do not get it.

Ms. Kassel stated we were having a problem, and the sheriff was called. People came to us and said they want signs, because to people who want to come fish, not having signs means they are welcome to fish there.

Mr. Berube stated that is exactly right.

Ms. Kassel stated I did not think of it until tonight, but I seem to remember from the minutes when we were last discussing this that Mr. Qualls or someone brought up that if you invite fishing, then you are creating an attractive nuisance. If you are creating an attractive nuisance, that could muddy your indemnification against getting sued.

Mr. Walls stated I do not think anyone is inviting anything.

Mr. Farnsworth stated we are not inviting anything.

Mr. Berube stated I have read dozens and dozens—as many as I could find—of rules for other Florida CDDs. They all address their ponds, and they all address fishing. Some exclude a couple ponds, probably for good reasons, and I do not know why they exclude them. All of them allow fishing in the vast majority of their ponds, and they address it. They cite most of these rules. I could not find a single one that did not. I searched “pond,” “trespassing,” and “fishing.” I read a lot of rules. Our rules are soft compared to what a lot of CDDs have. We are not talking about others for rules. I am talking about what others are doing for fishing. You can tell they have revised their rules many times because there are things that do not exactly fit. Other people have struggled with this issue. We will discuss this meeting after meeting after meeting. I am trying to bring it to a head and do a compromise. I still think there are three people on this Board who want to remove the ban, whatever that ban happens to be. Everyone has said over and over again that until we installed the signs, there was a problem. Once the signs went up, the problem stopped. So leave the signs.

Mr. Farnsworth stated I would like to address the problems raised by people whose property abuts the ponds about what goes on in those ponds. Just fishing alone is not the right way to do it. This is the reason I suggested revised language. The way I chose to word it to address it was to say no loitering or congregating directly behind homes that back up to ponds. If you stop and think about loitering or congregating, then you have eliminated fishing behind your house. I cannot fish without loitering behind your house. If I go around to the other side of the pond, then I could potentially fish, but I would not be causing problems right behind your house or staring into your house.

Ms. Kassel stated I understand, but these people are saying that they do not want fishing in any ponds, whether it is at their house or someone else’s house or across from

someone's house. They do not want someone fishing, not just behind their house but across the pond from their house.

Mr. Berube stated not all those people.

Ms. Kassel stated except for one person.

Mr. Berube stated the problem with what Mr. Farnsworth suggested gets back to the same thing Mr. Qualls said, which is the enforcement of rules. If we adopt all of this language about people behind their houses and what not to do, how do you enforce it? Do we adopt another rule we cannot enforce?

Mr. Farnsworth stated no. Let us consider obnoxious, boisterous activities. That is disturbing the peace and it does not require us to actually sign anything. If someone is out there making a nuisance of themselves, you can call the sheriff. It does not require a rule.

Ms. Kassel stated so then it does not need to be in the rules.

Mr. Berube stated it is already in 2.3i, which says the use of profanity or disruptive behavior will not be tolerated. Mr. Farnsworth expanded on that, which is fine, but it is already there.

Mr. Walls stated what you are talking about with people causing problems, you can already call the sheriff.

Mr. Berube stated I understand.

Mr. Walls stated we do not need to get into it here.

Mr. Farnsworth stated I was trying to eliminate that even if you allow fishing not to allow it in an area or in such a way that it despoils the view or access or anything else for people who bought properties that back up to that pond.

Mr. Berube stated we have discussed this many times. The compromise that I offered from your perspective is to leave the signs where they currently are, not in Long Pond but the two ponds that have signs where residents showed up, but remove the rule. Is that acceptable?

Mr. Farnsworth asked remove it without having anything?

Mr. Berube stated no, we would have some nomenclature that we will lift the ban on fishing but leave the signs as a compromise to those residents. I am not asking for a vote, just your opinion.

Mr. Farnsworth stated in general, yes.

Mr. Walls stated my opinion is to delete the rule. The signs do not matter if the sheriff is not going to enforce them. Maybe we can investigate that further.

Mr. Berube asked is it acceptable to remove the rule but leave the signs alone?

Mr. Walls stated I think leaving the signs is stupid if they cannot or will not enforce the rule.

Mr. Berube stated I do not disagree with you, but people like the signs and they solved the problem. I am fine with leaving the signs.

Mr. Farnsworth stated I think some other sign could address the problem even better. Before we totally leave this section, the title needs to not say "unauthorized use" but just "use of District facilities." Strike the word "unauthorized."

Mr. Berube stated it is getting late and we are all tired. We continue to beat this issue, so I suggest we table it for now. We will skip this section for now and continue to discuss the rest of the rules.

Mr. Walls stated there is a consensus of the majority for the way Mr. Qualls should write this.

Mr. Berube stated yes.

Mr. Qualls stated because all these ideas are vital and important, I will try to create a document that has everyone's suggestions as best as I can. Then you will discuss this again next month.

Mr. Berube stated this is what public meetings are all about.

Mr. Qualls stated yes, and this is good. While you are reviewing the rules, it is good to take a hard look at them.

Mr. Berube stated rule 2.4c says that it is recommended for residents wishing to fish in the ponds to walk or ride bicycles. I suggest we change "residents" to "anyone."

Ms. Kassel stated I thought we were skipping this entire section and going to access cards.

Mr. Berube stated that is fine. Rule 3.1.3 "renewal" should be "renewal." The number for rule 3.1.3.1 should be 3.1.6.1.

Mr. Qualls stated any formatting issues will be fixed. If you will focus on the substance, I will clean up the formatting.

Ms. Kassel stated before we leave this section, in 3.1.1 or 3.1.3, we need to address the issue of the temporary guest cards.

Mr. Qualls stated we can say that guest cards may be issued on a temporary basis to visiting relatives.

Ms. Kassel stated they will also cost \$10, so that should probably be included in 3.1.3.

Mr. Berube stated the \$10 is refundable in that circumstance. The other \$10 charges are not.

Mr. Qualls stated it is refundable when the card is returned.

Mr. Berube stated yes, just for the guest card only. Make that clear.

Mr. Walls stated I think there should be a maximum length of time on that for \$10.

Mr. Berube asked how about 90 days?

Mr. LeMenager stated yes, for three months.

Ms. Kassel stated yes.

Mr. Qualls stated it will say on a temporary basis not to exceed 90 days.

Mr. LeMenager stated I do not think too many grandparents are here longer than that.

Mr. Berube stated some do.

Mr. LeMenager stated I am sure Mr. Haskett can make an exception in that case.

Mr. Berube stated my suggestion for rule 4.6 for access privileges is to add "at a minimum" after "90 days." That way if there are serious infractions, then Mr. Moyer can decide if someone's card needs to be deactivated for six months or something. If it is only 90 days, that is rather limited.

Mr. Nicholas stated you can eliminate the length of time altogether and say as determined by the Board or Manager.

Mr. Qualls stated I would say at the discretion of the District Manager.

Mr. Berube stated that is fine.

Ms. Kassel stated it could read "180 days or at the discretion of the District Manager." That way people reading the rules know that it will not be for 30 days.

Mr. Qualls stated so I will revise the last sentence to read "90 days, at the discretion of the District Manager." We want to have a minimum time period, but we want the District Manager to have discretion.

Ms. Kassel stated yes, but it is 180 days for the offending party and 90 days for the other family members.

Mr. Berube stated that is why I suggested adding “at a minimum” because it covered both numbers in that sentence.

Mr. Qualls stated we want to include a little language to give the Manager some discretion.

Mr. Berube stated that is correct.

Mr. LeMenager asked in rule 4.5, are we comfortable with the number of four guests? Are we comfortable that a 16-year-old can bring four guests?

Ms. Kassel stated I am not, I was not last time, either.

Mr. Qualls asked what is your suggestion?

Ms. Kassel stated two guests for a 16-year-old.

Mr. LeMenager stated rule 4.5 says that a family can bring up to four guests.

Mr. Farnsworth stated it does not distinguish ages.

Mr. LeMenager stated no, and a 16-year-old can go to the pool by themselves. The combination of 4.4 and 4.5 give a 16-year-old the ability to bring four guests. I am more comfortable keeping that at two guests. I do not know if that exception goes under rule 4.5 or somewhere else.

Mr. Walls stated we discussed this last month. Who is going to card a 16-year-old? How do you tell the difference between someone who is 16 or 17? And why?

Mr. Berube stated it gets tough.

Mr. Walls stated if they are causing a problem, kick them out.

Mr. Berube stated I do not see the limits on kids as a big deal. We are going to have people in and out of those pools all the time. That is the whole point.

Mr. Qualls stated you just do the best you can.

Ms. Kassel stated we have had a lot of problems at the pools, and the problems are generally caused by kids who are ages 15, 16 and 17. If we limit them to two guests or if we have that policy, then we can enforce it. We will have people to enforce that policy, and we had people this past summer to enforce that policy. It helped. Then we are minimizing the likelihood of problems for residents who will have to deal with them.

Mr. Berube asked you do not think two guests with a 16-year-old can create nearly as much of a problem as four guests with a 16-year-old?

Ms. Kassel stated I think that two guests will create less of a problem than four guests.

Mr. Qualls asked should rule 4.4 be ages 16 and under? Will that solve the problem you are trying to address?

Mr. LeMenager stated I do not have a problem with a 16-year-old going swimming by himself.

Ms. Kassel stated no.

Mr. Qualls stated you just have a problem with them bringing guests.

Mr. LeMenager stated no.

Ms. Kassel stated I do not have a problem, but the people who are swimming at the pool or are at the pool have a problem when a bunch of kids come together and cause problems.

Mr. Walls asked what if they all live here and they all have cards?

Mr. LeMenager stated then they can all come. I do not have a problem with the rule the way it is written. I just wanted to bring it up to make sure it was fine.

Mr. Farnsworth stated I thought most of the problem was outsiders coming in and climbing fences and things like that, not a resident bringing guests.

Mr. Berube stated I firmly believe that with the presence of employees in that pool area, most of these troubles will go away. If they do not, then we are doing something wrong.

Mr. Qualls stated so there will be no change to 4.4 or 4.5.

Mr. LeMenager stated I am fine the way they are.

Mr. Berube stated rule 4.7 says any person swimming or utilizing the pool facilities. Those are kind of the same thing.

Mr. Qualls stated actually, this was the recommendation from the District Manager's office. There is an issue with people who are not swimming but use the patio area after hours.

Mr. Walls stated you can just say utilizing the pool facilities.

Mr. LeMenager stated yes, just delete "swimming."

Mr. Berube stated 5.1 "Facilitates" should be "Facilities." Rule 5.6.2 references all parties who do not provide credit card information. This is a problem to me because, how do we process credit cards? We are asking people for their credit card information. Who gets the information? Where does it stay? How do we process that information? Does the

Manager's office have the ability to process credit cards if we were to bill someone for something? I do not think so.

Mr. Moyer stated I will check. Obviously we are doing utility billing, and I think we have implemented a policy where we will take credit cards. That may very well mean that we can process credit cards.

Mr. Berube stated if we are going to ask for credit cards, we need to provide security. Target appeared in the news again today where 40 million peoples' cards were compromised by Target. If we are going to get credit card information from people, we need to have a way of keeping that locked up. If we are going to ask people to provide their credit card information, we need to have a way of using those credit cards.

Mr. Walls stated I thought we were going to discuss doing away with deposits altogether. We discussed that last month.

Mr. Berube stated we did discuss it, but this language is still in the rules.

Mr. Walls stated he only implemented changes we discussed. We did not make any changes to this section.

Mr. Berube stated this has to do with the online reservation system, which has no credit card processing ability in it yet.

Mr. Qualls stated I am hearing the issue is processing the credit cards. Do we want to strike the ability to use credit cards and make people pay the deposit by cash or check?

Mr. Walls stated my preference is to strike the deposit altogether.

Mr. LeMenager stated I think that would be a serious mistake. We discussed that at the workshop itself. A number of people who use the boats a lot attended the workshop. The \$250 deposit has probably never been used, but it has probably discouraged some people from using the facilities who basically would not care if they were to damage the boat. There is some serious investment on our part in facilities.

Mr. Berube stated there may also be some resistance from some people who do not use the boats because they do not have a credit card or they do not want to pay a deposit or they think they should not have to.

Mr. LeMenager stated then they should not use them.

Mr. Nicholas stated you could have an operation where you want to charge a per-use fee. If all the assessment payers are paying for these facilities but only 13 people are

using the boats, at some point, as the population grows, you may want to have a use fee and be able to process a credit card for them to take a boat out for an hour.

Mr. Berube stated the people who live here and pay assessments already own all those boats. They paid for them, and they paid for the docks. The people wrecking the boats own the boats.

Mr. Qualls asked is the problem we are trying to address that we do not have a way to process credit cards?

Mr. Berube stated that is the first thing.

Mr. Qualls stated so let us answer that.

Mr. Berube stated we also need to decide if we want to keep the deposit in place.

Ms. Kassel stated Mr. Moyer said that they will have that ability. I do not think we need to change it.

Mr. Berube stated the next time we discuss this, we need to know if Mr. Moyer can process credit cards.

Mr. Moyer stated I have a note to check.

Mr. Farnsworth stated rule 5.7 where you changed "the" to "a." I disagree with that. It is inconsistent with the wording elsewhere in this document.

Mr. Berube stated we changed that, too.

Mr. Qualls stated I can change it back to "the."

Mr. Farnsworth stated it is referred to "the" Dockmaster in other places.

Mr. Berube stated I think we should change them all.

Mr. Qualls stated I think it is fine because Dockmaster is defined as an individual(s) responsible to the District. So "the" Dockmaster is fine.

Mr. Farnsworth stated it does not matter which one of them. I did not like the use of "a" Dockmaster.

Ms. Kassel stated we changed it to "a" here but it is "the" elsewhere.

Mr. Farnsworth stated yes, in several places.

Mr. Walls stated it should be "a" Dockmaster.

Mr. Berube stated that is correct, so any of our CDD staff will be the Dockmaster when he is dealing with the boats.

Mr. Qualls stated I will make a global change to "a" Dockmaster.

Mr. Berube stated rule 7.4a says all fees must be paid to the District Manager no later than 30 days after the invoice date. In other places, we say 15 days.

Mr. Qualls asked do you want 15 days globally or 30 days?

Mr. Berube stated 15 days. If you ask for it in 15 days, we might get it in 30. If we ask for it in 30 days, we might get it in 60 days.

Mr. LeMenager stated that is not a bad idea.

Mr. Berube stated rule 7.4b for the fee schedule says further discussion is needed.

Mr. Walls stated I do not necessarily think it needs to be in the rules. A fee schedule should be able to be updated whenever it needs to be updated. We can reference the fee schedule.

Mr. Farnsworth asked can we just say the attached fee schedule?

Mr. Walls stated no, we can just reference the fee schedule.

Mr. Qualls stated we need something to incorporate, so we could just say incorporated as referenced, which may be updated from time to time by the Board.

Mr. Berube stated that works.

Mr. LeMenager asked is it not included already?

Mr. Farnsworth stated no.

Mr. Berube stated we did not have any fees before, but it has been brought up a few times so it was incorporated.

Mr. LeMenager stated the District may collect special event fees.

Mr. Berube stated yes, but we do not have a schedule.

Ms. Kassel stated we had that but we never discussed it.

Mr. LeMenager asked it does not have to be included here, does it?

Mr. Qualls stated no, but we can attach it. At some point, we need to have something to attach.

Mr. Berube stated I just want to have some language that references what we are going to do with the fee schedule, which Mr. Qualls just did.

Mr. Qualls asked will it be based on the number in the party or the size of the party?

Mr. Berube stated that needs further discussion.

Mr. Walls stated it is as further determined.

Ms. Kassel stated we need to table that discussion. We can reference the fee schedule, and then we can develop it later since we are not approving it yet.

Mr. Qualls stated I will reference a fee schedule that may be adopted by the Board.

Mr. Berube stated that works. Rule 7.4c says the District requires any tents that are used must meet County code. That is fine, but in 7.4g we say that all tents larger than 10 feet by 10 feet must have a permit. Section c says any tent must meet County code and be evidenced by a permit, and section g says any tent larger than 10 feet by 10 feet. Both places need to match since both deal with permits for tents. In section g, delete "larger than 10 feet by 10 feet" so that all tents must have a permit.

Mr. Qualls stated we are saying that all tents have to meet County code.

Mr. Nicholas stated you can do a 10 foot-by-10 foot popup tent.

Mr. Berube stated section c goes on to say the organizer must present evidence of a County permit. Section g says all tents larger than 10 feet by 10 feet must have a permit.

Mr. Qualls stated strike "larger than 10 feet by 10 feet."

Mr. LeMenager stated no, strike the last sentence in section c. You are saying the same thing twice.

Mr. Berube stated I just wanted it to be the same wherever it was.

Mr. LeMenager stated it should not be the same; it should only be mentioned once.

Mr. Berube stated rule 8.7, the last sentence for damage deposits refers to 30 days and it should be 15 days.

B. Engineer

There being nothing to report, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

There being nothing to report, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

The next regular meeting is scheduled for Thursday, January 30, 2014, at 6:00 p.m.

The meeting adjourned at 9:10 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman

Fourth Order of Business

4Bi

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

January 2014

4.1 Turf

4.1.1 Mowing - Mowing was completed throughout common and park locations on a weekly basis in December/ January as follows:

Week ending 12/14/13

Week ending 12/28/13

Week ending 01/10/14

Mowing is scheduled for the balance of January as follows:

Week ending 01/24/14

Note: Mow 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 for dollarweed.
- b. Follow-up weed applications on dollarweed and grassy weeds completed. Additional areas treated include Clay Brick Rd. and interior parks

4.1.5 Fertilization

- a. Next fertilization scheduled for March.

4.1.6 Pest Control

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

4.1.7 pH Adjustment

4.1.8 Other

- a. Winter Festival prep (Part II) completed.

4.2 Sports Turf

4.2.1 Mowing

- a. Mowing shifted 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.*
- b. Touch-up over-seeding completed.
- c. Turf weed application completed week of 01/13/14.

4.2.4 Fungicide

- a. No disease concerns at this time.
- b. Brown Patch monitor.

4.2.5 Fertilization

- a. Next fertilization scheduled February.

4.2.6 pH Adjustment

4.3 Shrub/Ground Cover Care

4.3.1 Annuals

- a. General policing and weeding of bedding areas.
- b. Bed rotation completed – Petunias (var. colors); spot with Ornamental Kale (red) selected locations

4.3.2 Pruning

- a. General trimming and pruning throughout all locations of the community.
- b. Ornamental grass cutbacks – in-progress.

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. Next application scheduled in February.
- 4.3.5 Pest and Disease Control
 - a. No pest/ disease concerns at this time.
- 4.3.6 Mulching
 - a. Annual touch-up mulch in progress. East entry, Harmony Sq., Five Oaks from clubhouse through west entry, Dark Sky, Schoolhouse Rd, Catbrier. Work progressing into neighborhood parks and Estates.
- 4.3.7 pH Adjustment

4.4 Tree Care

- 4.4.1 Pruning
 - a. Elevation/ canopy work in progress:
 - i. East Five Oaks
 - b. General sucker removal throughout.
- 4.4.2 Tree Basins
- 4.4.3 Fertilizer
 - a. 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 Irrigation

- 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 landscape renovations at Lakeshore turn-about submitted. Projected to begin the week of 12/26/12 provided suitable material (Butterfly bush) is located and secured. Pending material.

Note: Discussed at January meeting and decided to table this proposal re-directing approved funds to other areas of the property. 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 (completed, Week of 01/06/14)

- b. Tree trimming proposal for interior trees submitted. Amended to include Dark Sky, sections of Estates. Work in progress. Started 01/06/14. Estimated three-week completion. Progress as of 01/16/14 is good. Work may exceed projection by 2-3 days for touch-up and follow-up needs.

4Ci

THE TOWN OF HARMONY

Field Operations Report

December 9, 2013 – January 15, 2014

Boat Maintenance

- Removed and inspected all propellers (weekly). Fishing line removed weekly from small & large pontoons, and fishing boats. Found fishing line on Small Pontoon, Large Pontoon and Bass boat. No damage noted.
- Boat Dock – Daily safety check. Monitoring structural unit connections, which have shown signs of additional separation. North West corner of dock has sitting 2" lower in the water as compared to last month.
- Pontoons and fishing boats detailed.
- Charger replaced on small pontoon.
- Charger replaced on 14' fishing boat.
- Charger from small pontoon relocated to Bass boat. Installed 3 new batteries.
- Rear seat on small pontoon recovered (in house repair).
- Board on fishing pier replaced which was damaged.

Buck Lake Activities

- Boat Orientation held at the Enrichment Center, 1/11/2014, 1 attended.
- Boat activity increased the months of December and January (see attached boat report).

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.
- Staff continues to check the pool areas multiple times each day for cleanliness & possible infractions.
- Ashley Park pool – Building renovations complete. Issue with pavers around pool deck and channel drain being addressed prior to reopening.
- 4th Field Tech started January 6th.
- Rick Druckenmiller, Gerhard Van der snel and Todd Haskett attended a Certified Pool Operators class January 7th & 8th. All successfully pass the course and are now Certified Pool Operators.
- Termination of Service letter sent to Roberts Pool Service noting a termination date of April 1st. Pools will be serviced by field techs starting April 1st.
- Sidewalk inspections started January 15th, with repairs to commence the week of January 20th and continue as needed during the winter months.
- ADA pool lift installation started January 13th and will be complete week of the 20th pending any weather delays.

Irrigation Maintenance

- Continue to replace broken and clogged irrigation heads and routine maintenance activities.
- 4" mainline repaired on clock 3.
- Irrigation Inspections - Channel 12, 18, 21, 23, IR 6.
- Repairs to lateral line leaks – Channel 1, 3, 8 & 12.

4cii

HARMONY CDD

December 2013 Jan 15 2014

Date	Resident	Time	MW Th	F S S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments	
12/29/2013	Bernard Scarpa	10:00 - 2:00 PM		X	6	X								
12/23/2013	James Herring	8:00 - 12:00 PM		X	2		X							
12/8/2013	Donald Rice	8:00 - 2:00 PM		X	2			X						
12/30/2013	James Herring	8:00 - 12:00 PM		X	2		X							
12/7/2013	Christopher Rosenboom	11:00 - 1:30 PM		X	4		X							
12/14/2013	Michael Timmins	8:00 - 12:00 PM		X	2			X						
12/29/2013	cindy kilgallon	8:00 - 12:00 PM		X	3		X							
12/20/2013	Bill Gene Smith	2:00 - 5:00 PM		X	2		X							
12/4/2013	Donald Rice	8:00 - 2:00 PM		X	2			X						
12/13/2013	Paul Demling	2:30 - 3:00 PM		X	1		X							
12/16/2013	cindy kilgallon	8:00 - 12:00 PM		X	3	X								
12/11/2013	Donald Rice	8:00 - 12:00 PM		X	1	X								
12/29/2013	James Herring	8:00 - 12:00 PM		X	2			X						
12/21/2013	Luis Vargas Sr.	10:00 - 2:00 PM		X	2						X			
11/30/2013	Amanda Vandeberg	11:30 - 1:00 PM		X	3			X						
12/27/2013	David Brown	10:30 - 2:30 PM		X	3			X						
12/13/2013	Joseph Sobehart	9:00 - 12:00 PM		X	3	X								
11/22/2013		8:00 - 12:00 PM		X	2		X							
12/21/2013	Luis Vargas Sr.	10:00 - 2:00 PM		X	2						X			
12/4/2013	D Rachel Garwood	8:00 - 2:00 PM		X	1							X		
12/27/2013	Paul Demling	3:00 - 5:00 PM		X	1	X								
12/16/2013	James Herring	8:00 - 12:00 PM		X	2		X							
11/22/2013		7:30 - 9:30 AM		X	2			X						
12/21/2013	Luis Vargas Sr.	10:00 - 2:00 PM		X	1							X		
			0	59	169	19	18	12	1	2	3	4		
					Total Passengers: 169									
					Total Trips: 59									

Boat Reservation Report

<https://www.rollbase.com/prod3/servlet/Template?hint=file&objDefId=85206325&template...>

Date	Resident	Time	MW Th	F S S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
12/4/2013	Kerul Kassel	8:00 - 10:00 AM		X	1							X	
11/27/2013	Rosemary Tschinkel	7:30 - 11:30 AM		X	3		X						
12/18/2013	Donald Rice	8:00 - 2:00 PM		X	2			X					
12/2/2013	James Herring	8:00 - 12:00 PM		X	2		X						
12/20/2013	Susan Mullins	11:00 - 2:00 PM		X	4	X							
12/8/2013	cindy kilgallon	8:00 - 12:00 PM		X	3	X							
11/27/2013	Donald Garwood	3:00 - 5:00 PM		X	2	X							
12/22/2013	Donald Rice	8:00 - 2:00 PM		X	2			X					
11/30/2013	Tanner Pollard	12:30 - 4:30 PM		X	4	X							
12/23/2013	Brittany Adamczyk	11:00 - 3:00 PM		X	2			X					
12/8/2013	Joseph Zubel	1:00 - 4:30 PM		X	6	X							
11/27/2013	Amanda Vandeberg	9:30 - 11:00 AM		X	8	X							
12/18/2013	Joseph Zubel	1:00 - 4:00 PM		X	2		X						
12/1/2013	Michael Timmins	7:30 - 11:30 AM		X	2			X					
12/30/2013	Sunnie and Rick Templeton	10:00 - 2:00 PM		X	8	X							
12/1/2013	Tanner Pollard	12:00 - 4:00 PM		X	6	X							
12/5/2013	James Herring	8:00 - 11:30 AM		X	2		X						
12/15/2013	Donald Rice	8:00 - 12:00 PM		X	3		X						
12/21/2013	Ken Franson	11:00 - 2:00 PM		X	4	X							
11/30/2013	Kody Kasper	1:00 - 4:30 PM		X	4		X						
12/30/2013	Sunnie and Rick Templeton	10:00 - 2:00 PM		X	3					X			
12/7/2013	Heather Jarvis	11:00 - 3:00 PM		X	7	X							
12/8/2013	Joseph Sobehart	12:00 - 2:00 PM		X	1					X			
12/12/2013	Paul Demling	3:00 - 5:00 PM		X	1				X				
12/21/2013	Alberto Sosa	11:00 - 1:00 PM		X	2		X						
11/30/2013	Kody Kasper	1:00 - 4:30 PM		X	4	X							
12/27/2013	Donald Rice	8:00 - 12:00 PM		X	3		X						
			0	59	169	19	18	12	1	2	3	4	
					Total Passengers: 169								
					Total Trips: 59								

Boat Reservation Report

<https://www.rollbase.com/prod3/servlet/Template?hint=file&objDefId=85206325&template...>

Date	Resident	Time	MW Th	F S S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments	
12/28/2013	Greg Micher	11:00 - 2:30 PM		X	7	X								
12/9/2013	Joseph Sobehart	8:00 - 10:00 AM		X	1							X		
12/15/2013	cindy kilgallon	8:00 - 12:00 PM		X	4	X								
12/22/2013	Ray Walls	8:00 - 12:00 PM		X	4	X								
12/1/2013	James Herring	7:30 - 11:30 AM		X	2		X							
12/28/2013	Michael Timmins	8:00 - 12:00 PM		X	2			X						
12/28/2013	Greg Micher	11:00 - 2:30 PM		X	2						X			
12/9/2013	James Herring	8:00 - 12:00 PM		X	2		X							
			0	59	169	19	18	12	1	2	3	4		
					Total Passengers: 169									
					Total Trips: 59									

4Ciii

GREG 407-908-8350
CHARLIE 407-908-8351
OFFICE 407-892-4881
FAX 407-892-4881



3965 Canoe Creek Rd
ST. CLOUD FL 34772
CRC 015779

DOCKS

*

*

BOATHOUSES

*

*

SEAWALLS

*

*

BOATLIFTS

*

*

SUNDECKS

*

*

GAZEBOS

*

*

BOARDWALKS

*

*

JET SKI LIFTS

To: Harmony CDD
610 Sycamore St, Suite 140
Celebration, Fl 34747

Attn: Todd Haskett

Date: 01/02/14

Proposal # 0102141

Re: Floating dock replacement

This proposal is to supply all labor, material, and equipment to replace the existing floating dock at Buck Lake in Harmony, Fl, as follows:

1. Remove and properly dispose of the existing floating dock.
2. Fabricate, and install an aluminum framed, and decked floating dock. 1 pc. 10'x16' for the ramp landing 1pc. 8' x 26' extending to the right of the landing, 1 pc. 8' x 26' extending to the left of the landing.
 - Frame will be welded aluminum extrusions.
 - Decking will be welded aluminum extrusions.
 - Pile guides will be roller type, mounted inboard to reduce the risk of boat damage.
 - Heavy duty rub rails will be installed around the entire perimeter
 - Floats will be encapsulated foam, with a 15 yr manufacturer warranty. (see attachment)
 - Piling will be 8"x25' pt posts set approx 8' to 12' into solid soil.
 - Install 10" mooring cleats approx every 10' around the perimeter
 - 5 year warranty on the fabricated aluminum structure

Total \$25,812.00

Payments to be made as follows:

Payment received on account \$21,268.50

Balance due upon completion \$ 4,543.50

Thank you for the opportunity to serve your needs. Greg 407 908 8350

Fifth Order of Business

5A



Harmony Dark Sky Festival

February 28th
and March 1st, 2014

Sponsorship Opportunities





Image of the Milky Way taken in Harmony, FL
August 2013



Friday, February 28th and Saturday, March 1st, 2014 5-10pm both days
The 11th Annual Dark Sky Festival will have over 50 telescopes setup for public viewing, planetarium shows, 2 stages of speakers and entertainers (Including former astronaut Story Musgrave), educational programs from NASA, kids zone, and much, much more. Estimated attendance for 2014 is 10,000 people from mainly Central Florida.



Saturday, September 27th, 2014 11-7pm
and Sunday, September 28th, 2014 11-7pm
2013 was the first year of the Harmony Music and Arts Festival that brought over 7,000 people out to enjoy two days of live music, artists, and more. We are estimating a total attendance of 8,000-10,000 people from Osceola, Orange, and Brevard counties for 2014.

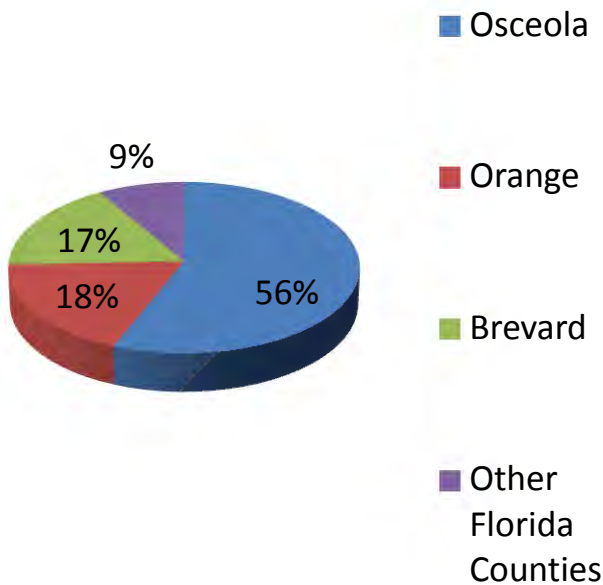


Friday, December 5th 2014 4-9pm
Coming up is the 7th annual Harmony Winter Festival. This year will include 30 tons of snow, 4 snow slides, arts and crafts vendors, food vendors, holiday light display, and more to be announced. We are estimated 3,000-4,000 attendees mainly from Osceola County.

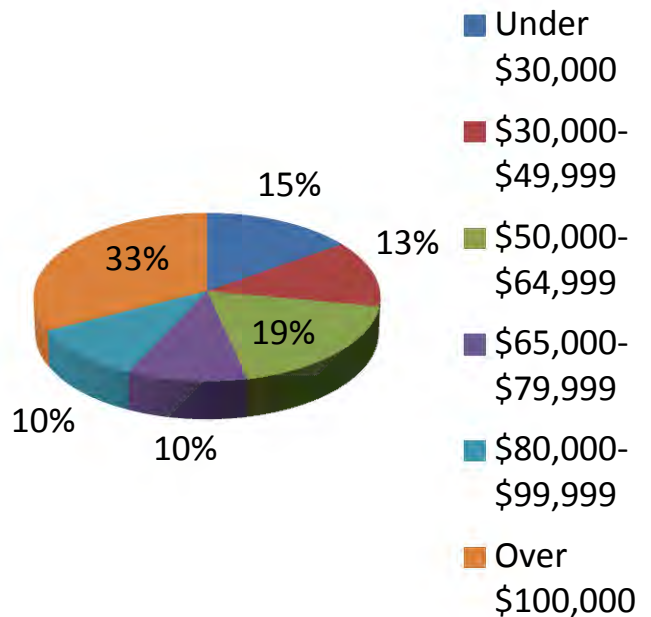


2013 Festival Demographics

County of Residence



Household income



*Survey taken February 2013 during the Dark Sky Festival



The Milky Way rising over the homes of Harmony.

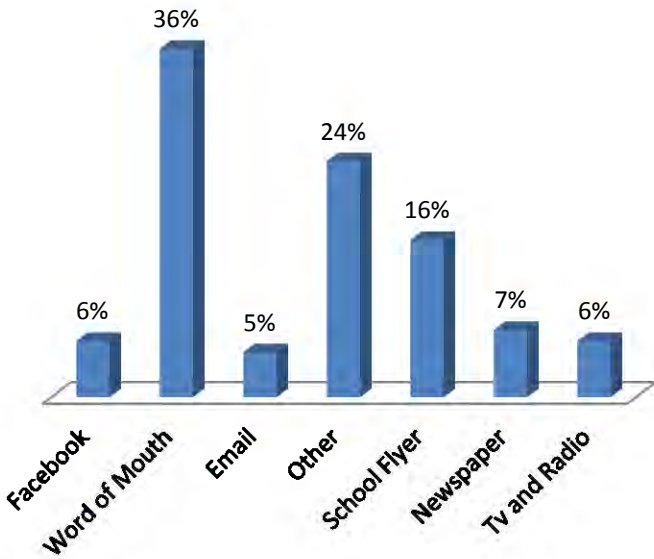
Photo taken in Harmony, FL
August 2013

Harmony is located just 25 minutes from Lake Nona, 30 minutes from Melbourne, 40 minutes from the theme parks, and 45 minutes from Downtown Orlando.

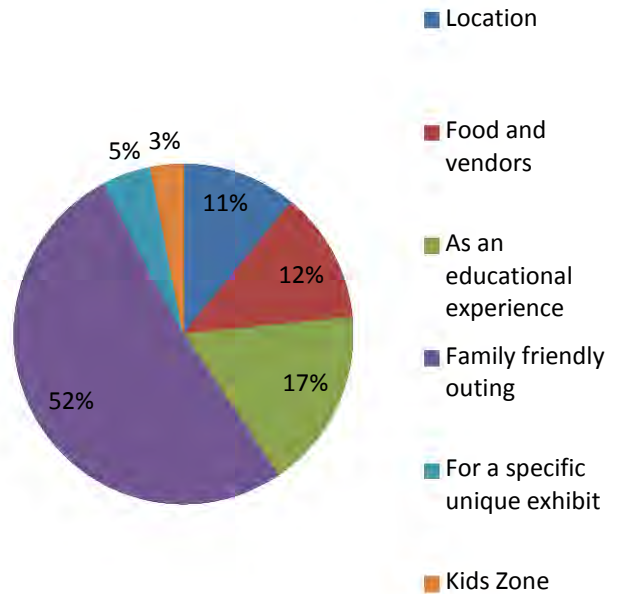


2013 Festival Demographics

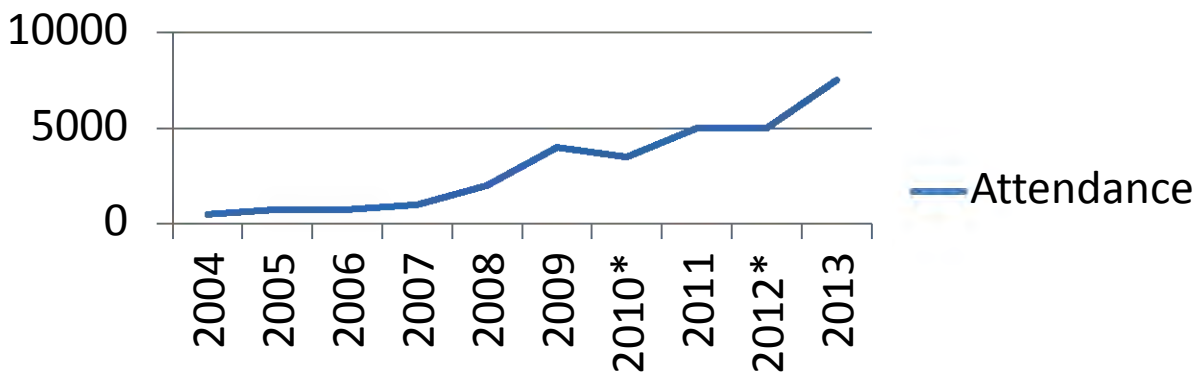
How did you hear about the festival?



Reason for Attendance



Yearly Attendance



Example of the marketing for prior festivals.

Medium	Outlet	Capacity in which people were reached	Estimated # of people reached
Print			
	<i>1/3 page flyers</i>	125,000 flyers distributed to students in Osceola, South Orange, and South Brevard counties.	400,000
	<i>Orlando Magazine</i>	Story in the January 2013 issue.	135,000
	<i>Florida Travel + Life</i>	Story in the January/February 2013 issue.	300,000
	<i>Orlando Weekly</i>	<i>Full page ad in the Orlando Weekly</i>	250,000
Radio			
	Rollins College	Interview with Greg Gologowski, Harmony's Conservation Director, talking about the Dark Sky Festival and how it started.	28,000
	WMFE	Dark Sky Festival discussed during the weekly "What's Hot in Central Florida" broadcast on 2/1/13.	196,000
Internet			
	Visitorlando.com Visitkissimmee.com Wmmo.com Mix1051.com And many other local websites	Festival information posted on local websites.	600,000+
	OrlandoSentinel.com	Dark Sky Festival discussed in the "Weekend Watch" online video of what to do this weekend in Central Florida	500,000
	NASA's Night Sky Network Astronomy for Everyone Across the Universe And other science websites	Festival promoted on a variety of space and astronomy websites.	250,000+
T.V.			
	WOFL – Fox 35	Featured story with live remote during Good Day Orlando on 2/1/13	
	WUCF – PBS 24	24 commercials airing before kids programming, Nature, and Nova	
Other			
	Banner	<i>16' x 20' banner on US 192 promoting festival</i>	40,000 views a week
	@badastronomer	Promoted the festival via twitter account	242,000



2013-2014 Sponsorship Opportunities

Presenting Sponsor \$5,000

- The Dark Sky Festival will be renamed to include "...presented by (your company)" in the title and be referred to as such in all media and announcements.
- Your company name and logo will be placed on all marketing materials and the festival website.
- 2 banners (maximum 10' x 4' that you supply) will be hung at the festival for attendees to see.
- Your company logo will go on a "Thanks to our Sponsors" banner hung at the Information Booth.
- Opportunity to speak for a 60 second "plug" between scheduled events on the stage.
- Your company will be mentioned in about 15 P/A announcements throughout the festival.
- A 12' x 24' premium spot at the festival to set up a booth.
- A golf foursome before the festival at the Harmony Golf Preserve
- Promotion of your company on Harmony's Social Media networks

Kids Zone Sponsor \$3,000- One Available

- The Kids Zone area of the three festivals will be renamed to the "Your Company Name" Kids Zone. By sponsoring this area, the kids zone will be free and be referred to as such in all media and announcements.
- Your company logo will be placed on all marketing materials and the festival website.
- 2 banners (maximum 10' x 4' that you supply) will be hung around your designated area.
- Your company logo will go on a "Thanks to our Sponsors" banner hung at the Information Booth.
- Opportunity to speak for a 30 second "plug" between scheduled events on the stage.
- A 12' x 24' premium spot at the festival to set up a booth.
- A golf foursome before the festival at the Harmony Golf Preserve
- Promotion of your company on Harmony's Social Media networks



2013-2014 Sponsorship Opportunities

Zone Sponsor \$2,000 – Five available

- One area of each festival will be renamed to the “Your Company Name” Area and be referred to as such in all media and announcements. Examples of areas include: Stages, Kids Learning Area (To be determined kids project), and other areas unique to each festival.
- Your company logo will be placed on appropriate marketing materials and the festival website.
- 2 banners (maximum 10’ x 4’ that you supply) will be hung around your designated area.
- Your company logo will go on a “Thanks to our Sponsors” banner hung at the Information Booth.
- Opportunity to speak for a 30 second “plug” between scheduled events on the stage.
- A 12’ x 24’ premium spot at the festival to set up a booth.
- A golf foursome before the festival at the Harmony Golf Preserve.
- Promotion of your company on Harmony’s Social Media networks

Harmony Resident VIP Area Sponsor \$1,000 – One Available

- Your company will be the exclusive sponsor of the VIP area created for Harmony residents at the festival. This is a unique opportunity to interact with the residents of Harmony during the festivals.
- Your company logo will be placed on appropriate marketing materials and the festival website.
- 2 banners (maximum 10’ x 4’ that you supply) will be hung around your designated area.
- Your company logo will go on a “Thanks to our Sponsors” banner hung at the Information Booth.
- Opportunity to speak for a 30 second “plug” between scheduled events on the stage.
- A 12’ x 24’ premium spot at the festival to set up a booth in the VIP area.
- A golf twosome before the festival at the Harmony Golf Preserve.
- Promotion of your company on Harmony’s Social Media networks



2013-2014 Sponsorship Opportunities

Festival Sponsor \$500

- Your company logo will be placed on appropriate marketing materials and the festival website.
- A banner (maximum 10' x 4' that you supply) will be hung at the festival for attendees to see.
- Your company logo will go on a "Thanks to our Sponsors" banner hung at the Information Booth.
- A 12' x 12' premium spot at the festival to set up a booth.

Promotion of your company on Harmony's Social Media networks

Banner Sponsor \$250

- Your company logo will appear on the festival website.
- Company name will be mentioned at the beginning of the festival.
- A banner (maximum 10' x 4' that you supply) will be hung at the festival for attendees to see.
- A 12' x 12' premium spot at the festival to setup a booth.

Website Sponsor \$125

- Your company logo will appear on the festival website.
- Company name will be mentioned at the beginning of the festival.
- A 12' x 12' premium spot at the festival to set up a booth.

Besides the opportunities listed above, we can create unique sponsorship opportunities that will fit the goals of your business. Contact Bill Fife, Festival Director at 407-891-2606 or bfife@harmonyfl.com to discuss these in more detail.



Harmony Festival Sponsorship Form

Sponsor Name: _____

Company Name: _____

Contact Name: _____

Phone: () _____

Cell: () _____

Fax: () _____

Address: _____

City: _____

State: _____

Zip: _____

E-Mail: _____

Type of Sponsorship: _____

Amount of Sponsorship: \$ _____

Harmony Dark Sky Festival (February 28th and March 1st, 2014)

How can we fine tune your sponsorship experience?:

Payment information:

Total Amount: _____

Check Enclosed

Bill Me (minimum 60 days before festival)

please Fax or mail to:

Harmony

c/o Bill Fife

3500 Harmony Square Drive West

Harmony, FL 34773

FAX: 407-891-1620

Questions: Festival Sponsorship Hotline

407-891-2606

email: bfife@harmonyfl.com

5B

Paint the Town Purple:

A Relay for Life Initiative

Paint the Town Purple is an effort to increase awareness about Relay for Life, Harmony's annual fundraising event for the American Cancer Society. To become more visible in the community and bring attention to the coming event, our volunteers will strive to make Harmony purple for a two-week time span.

When: The purple campaign will take place from Saturday, April 19th through Saturday, May 3rd, 2014. Harmony's Relay for Life will be taking place in the Town Square from 4:00 p.m. May 3rd, until 8:00 a.m. May 4th.

Where: All of Harmony will be included. One major effort will be to place purple ribbons on the light poles throughout the community to kick-off the campaign. Individuals will be able to make a donation in order to place a ribbon in memory or honor of loved ones. All decorations will be temporary in nature and placed in moderation and good taste.

What: Residents of Harmony will be able to participate in a home-decorating contest featuring the color purple. Businesses in the Town Square will be invited to decorate windows and storefronts using purple, to create special purple product displays, or wear purple uniforms to work. Schools will be included if they would like to decorate offices, classroom doors or have special purple clothing days for students. Other ways to introduce purple in the community could be with the planting of purple flowers in landscaped areas, using chalk for sidewalk decorations, or shining purple lights within the iconic entrance towers.

Who: Relay for Life volunteers and committee will be engaging community members, businesses, and residents to participate in this effort. Our representatives will be present on the day the campaign begins (April 19, 2014) for the community 5k/10k race, to answer resident questions about Relay for Life and the American Cancer Society. Additionally, on the day the campaign ends, our Relay for Life participants will be in the Town Square walking as teams to raise money for the ACS. These volunteers will also be responsible for removing purple ribbons, signs and decorations throughout the town on Sunday, May 4th.

Why: All of this effort to turn our community purple would be done to increase knowledge of Relay for Life, our volunteer and participant base, and awareness of the upcoming fundraising event in the Town Square May 3-4, 2014. Our event has been consistently raising over \$20,000 annually for the American Cancer Society, though we would love to grow in 2014!

Thank you for your consideration and cooperation in this effort. Your support is appreciated!

-Relay for Life of Harmony Committee

5C

UPDATE MEMO

TO: Harmony CDD Supervisors
FROM: Brock Nicholas, Harmony Development
DATE: January 24, 2014
RE: OUC Streetlights

Dear Supervisors,

As you know we engaged with OUC several months back to try and bring HCDD and OUC together to discuss existing OUC lighting agreements and any possible monthly expense relief or restructure options, with the attempt of helping neutralize the impact of incremental CDD O&M expense with new neighborhoods coming online. In the last meeting you asked for a summarized update, specifically as it related to alternative payment options for streetlight installation in the new H-1 neighborhood as well as the possible buy-out of one or more existing lighting contracts through the use of currently uncommitted HCDD funds (based on the weak earned interest rate of those funds). As requested, included please find:

1. Summary of existing HCDD/OUC lighting contracts and related detail
 - a. Taken directly from OUC schedules they provided
 - b. Uses "absolute value" dollar assumptions and simple payback returns to begin the discussion
 - c. The direction we received in the last meeting was to assume roughly \$400,000 was available, so this drove which contracts were selected, however the final decision would be for any on the list, or none, depending on your direction.
 - d. OUC was unable to waive the roughly 10% additional fee on even the contract buyouts, despite best efforts.
 - e. OUC has agreed to reduce the aggregate value of the energy and maintenance charge by roughly \$1120 (roughly 25% reduction on that amount), assuming some sort of buyback occurs
2. OUC H-1 Neighborhood lighting plan
 - a. Red dots are new poles numbered 1-36
 - b. Note: Pole #'s 29-36 are external to the actual neighborhood site, this is a completion of roadway lighting infrastructure on Dark Sky
3. OUC letter proposal dated January 21 2014 for the 36 light fixture installation in H-1 Neighborhood
 - a. This outlines the option choice of up-front vs. no upfront cost for fixtures, and also isolates the energy and maintenance charge so you can separate
 - b. Note: For the first option "no up-front cost", they have clarified in a follow up message this is a 240 month term, after which point the charge reverts to just the lower energy and maintenance
4. Sample OUC lighting contract

As discussed at previous board meetings, as historical engineering has dictated, light poles in Harmony are part of the OUC distribution network and remain their asset, even once the acquisition cost is repaid. Due to this fact, there is an energy and maintenance charge that remains payable to OUC for each pole, even after the installation cost is repaid. With respect to the 10.5%, this is a uniform PSC requirement for rate of return across their entire service territory. Yes, it looks a lot like "interest" but the simple fact is OUC is not a lender, any FL utility would charge a similarly uniform rate of return. Also, one key consideration to this plan would be keeping assessments level (rather than reducing), and committing any monthly avoided cost savings back into a "fund" for similar future decision-making flexibility for the board.

The discussion on the existing OUC contracts can continue and we remain a resource for you. However, the Neighborhood H-1 selection, because of fixture ordering lead time, will need to be made at next week's meeting.

Summary of existing HCDD/OUC lighting contracts and related detail

Harmony CDD OUC Lighting Agreements - Whole Dollar Payoff Analysis

Current OUC Agreement	Lights	Start Date	Payment Amount (mo)	Term (mo)	OUC Interest Charge	Remaining Payment Obligation	Payoff Est. As of 1/1/2014 (incl OUC margin)	Absolute Dollar Avoided Cost for	Payoff Avoided Monthly Cost	Negotiated Overall Monthly Maintenance Cost Reduction	Payback Period (Yrs)
Phase 1 Infrastructure/Roadway/Neighborhood	243	07-2003	\$ 7,370.14	240	10.50%	847,566.10	\$ 580,338.00	\$ 267,228.10	\$ (7,370.14)		6.6
Phase 1 Addendum A	35	07-2003	\$ 336.18	240	10.50%	38,660.70	\$ 26,471.50	\$ 12,189.20	\$ (336.18)		6.6
Town Center	35	08-2003	\$ 657.82	240	10.50%	76,307.12	\$ 52,066.30	\$ 24,240.82	\$ (657.82)		6.6
Cypress 2 Neighborhood	57	03-2005	\$ 2,154.69	240	10.50%	290,883.15	\$ 185,848.30	\$ 105,034.85	\$ (2,154.69)		7.2
Drake 1 Neighborhood	20	04-2005	\$ 703.54	240	10.50%	95,681.44	\$ 60,923.50	\$ 34,757.94	\$ (703.54)		7.2
Phase 2 Infrastructure/Roadway	55	07-2006	\$ 2,206.94	240	10.50%	333,247.94	\$ 201,686.10	\$ 131,561.84	\$ (2,206.94)		7.6
Ashley Park 1 Neighborhood	62	08-2006	\$ 2,202.55	240	10.50%	334,787.60	\$ 201,940.20	\$ 132,847.40	\$ (2,202.55)		7.6
Green Neighborhood	90	04-2007	\$ 2,969.87	240	10.50%	475,179.20	\$ 279,096.40	\$ 196,082.80	\$ (2,969.87)		7.8
Phase 3 Infrastructure/Roadway	83	06-2007	\$ 3,098.79	240	10.50%	502,003.98	\$ 292,910.20	\$ 209,093.78	\$ (3,098.79)		7.9
Drake 2 and Estates Neighborhood	76	05-2008	\$ 2,712.80	240	10.50%	469,314.40	\$ 545,125.90	\$ (75,811.50)	\$ (2,712.80)		16.7
Pending OUC Agreement											
Heron 1 Neighborhood/Phase 2 Roadway	36	04-2014	\$ 1,621.96	240	10.50%	389,270.40	\$ 161,852.47	\$ 227,417.93	\$ (1,341.03)	\$ (1,120.00)	5.5
Combined Total							\$ 399,767.07	\$	\$ (5,273.54)	\$	6.3

Est. out of pocket Monthly Savings Payback

Disclaimer:

All information above collected and summarized from OUC agreement details and OUC amortization schedules on existing lighting agreements. Should you decide to proceed with any option you would request formal payoff quotes with an "as of" date directly from OUC.

OUC H-1 Neighborhood lighting plan



GENERAL NOTES:
 REFER TO OUC LIGHTING CONSTRUCTION MANUAL FOR REQUIREMENTS AND SPECIFICATIONS. POLES SHALL BE INSTALLED AT LOCATIONS SHOWN ON THIS DRAWING. JUNCTION BOXES SHALL BE INSTALLED WITHIN 1-2 FEET FROM POLE LOCATION. CONDUIT SHALL NOT BE ROUTED WHERE POLES ARE TO BE INSTALLED. JUNCTION BOXES SHALL MAINTAIN A MINIMUM CLEARANCE OF 7 FEET FROM ALL FIRE HYDRANTS.
 SUBMIT AS-BUILT DRAWINGS TO ENGINEER IF CHANGES ARE MADE IN THE FIELD.
 COORDINATE INSPECTION OF UNDERGROUND WITH OUC LIGHTING CONSTRUCTION COORDINATOR (LEE HALE, PHONE # 321-436-6324).

NOTES:

- INSTALL SECONDARY JUNCTION BOX PER OUC SPECIFICATIONS
- INSTALL STREETLIGHT JUNCTION BOX PER OUC SPECIFICATIONS
- INSTALL 2" PVC CONDUIT W/ PULL STRING PER OUC SPECIFICATIONS. PROVIDE GALVANIZED ELBOWS FOR CONDUIT RUNS 100 FEET OR GREATER.
- INSTALL 1" PVC CONDUIT SLEEVE PER OUC SPECIFICATIONS
- CONCRETE DECORATIVE POLE AND FIXTURE (INSTALLED BY OUC)
- ELEC. DISTRIBUTION SECONDARY JUNCTION BOX
- PAD MOUNTED TRANSFORMER

OUC LIGHTING CONDUIT PLAN

WORK ORDER # 455765
 JOB NAME: HARMONY NEIGHBORHOOD H1
 LOCATION: FIVE OAKS DR AND HWY 192
 MAP PANEL: X M.T.#
 SCALE: 1" = 60' JOB TYPE/CONTRACT
 ENGINEER: RIC DY-LIACCO [CRML: X]
 DRAWN BY: RAD DATE: 01-20-14

NO	DATE REV.	BY	REVISION
00-00-08	X	0	00-00-08 X
00-00-08	X	0	00-00-08 X
00-00-08	X	0	00-00-08 X

DATE: 01-20-14
 PAGE: 1 OF 1

O.U.C.
 Lighting
 6003 Pershing Ave.
 Orlando, FL 32822
 (407) 737-4234



OUC letter proposal dated January 21 2014 for the 36 light fixture installation in H-1 Neighborhood

Sample OUC lighting contract

SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this ____ day of _____, 2014, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **SAMPLE, INC.**, whose address is Sample Address, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.
7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's

reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant

to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.

- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, whichever ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.

- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 **Severability:** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 **Notices:** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Attention: _____

- 6.4 **Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 **Time Is Of The Essence:** Time is hereby declared of the essence as to all time periods set forth in this Agreement.

- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

SAMPLE, INC.

Federal ID # _____

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES: SAMPLE, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Kenneth P. Ksionek
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Elizabeth M. Mason
Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge	
Capital Investment	\$0.00
Maintenance	\$0.00
Fuel and Energy	<u>\$0.00</u>
Total	\$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

(Delete whichever does not apply below and remove parenthesis)

(The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.)

PHASED INSTALLATION PLAN

(All at once – INSTALLATION DATE 00/00/2000)

(The Lighting Equipment shall be installed in phases)

Phase I – INSTALLATION DATE 00/00/2000

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – www.ouc.com/home/streetlight.htm

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____
Premise Address: _____
City, State, Zip: _____

BILLING INFORMATION

Billing Contract Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: _____

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: _____
Work Request No: _____
Comments: _____

Sixth Order of Business

6A

**Harmony
Community Development District**

*Financial Report
December 31, 2013*

Prepared by



**Harmony
Community Development District**

Financial Statements

(Unaudited)

December 31, 2013

HARMONY

Community Development District

Table of Contents

<u>FINANCIAL STATEMENTS</u>	Page #
Memorandum to the Financial Statements	1
Balance Sheet - All Funds	2
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Fund	3 - 5
Debt Service Funds	6 - 7
Capital Project Fund	8
 <u>SUPPORTING SCHEDULES</u>	
 Non-Ad Valorem Special Assessments	 9 - 10
Cash and Investment Report	11
Monthly Debit Card Purchases	12 - 27

MEMORANDUM



TO: Board of Supervisors
FROM: Tiziana Cessna, District Accountant
CC: Gary Moyer, District Manager / Stephen Bloom, Accounting Manager
DATE: December 19, 2013
SUBJECT: Harmony CDD – December Financial Report

Please find enclosed the December 2013 financials for Harmony CDD. At this point in the fiscal year (through December), the revenues should be collected approximately 60% and expenditures should be at approximately 25% of the adopted budget. Overall, the General Fund is doing great. Below are some other top level information on the District's current financial position. Included in the financial report are notes explaining variances in the spending for the year to date. Should you have any questions or require additional information, please do not hesitate to contact me at tcessna@StServices.com.

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, interest is being earned on a CD until maturing date. The Assessment receivables are O&M assessments for the current, month historically paid one month in arrears.

Liabilities

- At the end of December 2013, some invoices were accrued because they were not received by the end of the cut off time in preparing the financials.

General Fund

- Total Revenue through December were 41% of the annual budget, this includes;
 - ▶ Interest received from the operating checking account and the Money Market account. In addition there are accrued interest from a CD investment.
 - ▶ Non Ad Valorem Assessments were received as of December. The YTD collections are at 64% compared to last year at the same time at 54%.
 - ▶ Non Ad Valorm Assessments CDD collection are on target. The District recorded the 3rd O&M assessment installment and will receive payment on January 15, 2014 from Birchwood Acres.
- Total Expenditures through December 2013 were at 26% 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 Reserve-Renewal & Replacement expenditure is a deposit of 50% for the purchase of the floating boat deck. This line item was not budgeted, however the funds are being paid from reserves.

Debt Service Series 2001

- Total Revenue through December were 66% of the annual budget.
 - ▶ Non Ad Valorem Assessments were received in December. The YTD collections are at 64% compared to last year at the same time at 54%.
 - ▶ 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 1, 2014 interest and principal payment.

Debt Service Series 2004

- Total Revenue through December include only interest from US Bank commercial paper investments. The Non-Ad Valorem revenue will be collected in April 2014 and October 2014.

Report Date: 1/15/2014

Balance Sheet
December 31, 2013

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>2001 DEBT SERVICE FUND</u>	<u>2004 DEBT SERVICE FUND</u>	<u>2004 CAPITAL PROJECTS FUND</u>	<u>TOTAL</u>
ASSETS					
Cash - Checking Account	\$ 585,018	\$ -	\$ -	\$ -	\$ 585,018
Assessments Receivable	77,869	-	-	-	77,869
Interest/Dividend Receivables	3,860	-	-	-	3,860
Due From Other Funds	-	195,771	-	-	195,771
Investments:					
Certificates of Deposit - 36 Months	127,778	-	-	-	127,778
Money Market Account	382,392	-	-	-	382,392
Construction Fund	-	-	-	3,395	3,395
Prepayment Account	-	2,479	3,229	-	5,708
Reserve Fund	-	1,415,519	857,096	-	2,272,815
Revenue Fund	-	601,449	30,119	-	631,568
TOTAL ASSETS	\$ 1,176,917	\$ 2,215,218	\$ 890,444	\$ 3,395	\$ 4,285,974
LIABILITIES					
Accounts Payable	\$ 88,687	\$ -	\$ -	\$ -	\$ 88,687
Accrued Expenses	68,513	-	-	-	66,513
Accrued Taxes Payable	122	-	-	-	122
TOTAL LIABILITIES	155,322	-	-	-	155,322
FUND BALANCES					
Restricted for:					
Debt Service	-	2,215,218	890,444	-	3,105,662
Capital Projects	-	-	-	3,395	3,395
Assigned to:					
Operating Reserves	386,972	-	-	-	386,972
Reserves-Renewal & Replacement	185,000	-	-	-	185,000
Reserves - Self Insurance	50,000	-	-	-	50,000
Unassigned:	399,623	-	-	-	399,623
TOTAL FUND BALANCES	\$ 1,021,595	\$ 2,215,218	\$ 890,444	\$ 3,395	\$ 4,130,652
TOTAL LIABILITIES & FUND BALANCES	\$ 1,176,917	\$ 2,215,218	\$ 890,444	\$ 3,395	\$ 4,285,974

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 2,500	\$ 624	\$ 652	\$ 28
Special Assmnts- Tax Collector	636,415	212,138	410,076	197,938
Special Assmnts- CDD Collected	934,428	233,607	233,607	-
Special Assmnts- Discounts	(25,457)	(8,486)	(16,382)	(7,896)
Other Miscellaneous Revenues	-	-	10	10
TOTAL REVENUES	1,547,886	437,883	627,863	190,080
EXPENDITURES				
Administration				
P/R-Board of Supervisors	11,200	2,400	3,000	(600)
FICA Taxes	857	183	230	(47)
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	500	-	-	-
ProfServ-Engineering	5,000	1,251	336	915
ProfServ-Legal Services	30,000	7,500	5,987	1,513
ProfServ-Mgmt Consulting Serv	55,984	13,995	12,023	1,972
ProfServ-Property Appraiser	779	779	-	779
ProfServ-Special Assessment	11,822	11,822	11,822	-
ProfServ-Trustee	10,800	10,800	5,280	5,520
Auditing Services	5,000	-	1,000	(1,000)
Communication - Telephone	380	96	18	78
Postage and Freight	750	189	114	75
Insurance - General Liability	31,546	31,546	25,031	6,515
Printing and Binding	3,500	876	639	237
Legal Advertising	500	126	94	32
Misc-Assessmnt Collection Cost	12,728	4,242	7,874	(3,632)
Misc-Contingency	500	126	42	84
Office Supplies	1,000	249	6	243
Annual District Filing Fee	175	175	175	-
Total Administration	184,221	86,355	73,671	12,684
Field				
ProfServ-Field Management	190,000	47,499	39,545	7,954
Total Field	190,000	47,499	39,545	7,954

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Landscape				
R&M-Grounds	21,531	5,382	5,383	(1)
R&M-Irrigation	20,000	5,001	1,062	3,939
R&M-Tree Trimming Services	30,000	7,500	4,680	2,820
R&M-Trees and Trimming	19,889	4,971	4,972	(1)
R&M-Turf Care	242,796	60,699	60,699	-
R&M-Shrub Care	109,784	27,447	27,446	1
Miscellaneous Services	20,000	5,001	6,784	(1,783)
Total Landscape	464,000	116,001	111,026	4,975
Utilities				
Electricity - General	31,000	7,749	7,548	201
Electricity - Streetlighting	400,555	100,140	95,064	5,076
Utility - Water & Sewer	110,000	27,501	24,958	2,543
Total Utilities	541,555	135,390	127,570	7,820
Operation & Maintenance				
Contracts-Lake and Wetland	20,000	5,001	3,924	1,077
Communication - Telephone	5,000	1,251	336	915
Utility - Refuse Removal	2,500	624	618	6
R&M-Common Area	20,000	5,001	4,629	372
R&M-Equipment	15,000	3,750	4,592	(842)
R&M-Pools	57,000	14,250	7,416	6,834
R&M-Roads & Alleyways	5,000	1,251	-	1,251
R&M-Sidewalks	7,000	1,749	-	1,749
R&M-Parks & Amenities	8,500	2,124	4,068	(1,944)
R&M-Hardscape Cleaning	5,000	2,500	2,836	(336)
Misc-Contingency	8,610	2,154	2,180	(26)
Misc-Security Enhancements	2,500	624	285	339
Cap Outlay - Other	12,000	-	-	-
Total Operation & Maintenance	168,110	40,279	30,884	9,395
Reserves				
Reserve - Renewal&Replacement	-	-	21,269	(21,269)
Total Reserves	-	-	21,269	(21,269)
TOTAL EXPENDITURES & RESERVES	1,547,886	425,524	403,965	21,559

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Excess (deficiency) of revenues				
Over (under) expenditures	-	12,359	223,998	211,639
Net change in fund balance	\$ -	\$ 12,359	\$ 223,998	\$ 211,639
FUND BALANCE, BEGINNING (OCT 1, 2013)	797,597	797,597	797,597	
FUND BALANCE, ENDING	\$ 797,597	\$ 809,956	\$ 1,021,595	

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
REVENUES				
Interest - Investments	\$ 500	\$ 126	\$ 240	\$ 114
Special Assmnts- Tax Collector	1,049,873	349,958	671,907	321,949
Special Assmnts- CDD Collected	439,551	-	312,188	312,188
Special Assmnts- Discounts	(41,994)	(13,998)	(26,841)	(12,843)
TOTAL REVENUES	1,447,930	336,086	957,494	621,408
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	20,997	7,000	12,901	(5,901)
Total Administration	20,997	7,000	12,901	
Debt Service				
Principal Debt Retirement	375,000	-	-	-
Principal Prepayments	-	-	75,000	(75,000)
Interest Expense	1,045,813	522,906	522,906	-
Total Debt Service	1,420,813	522,906	597,906	(75,000)
TOTAL EXPENDITURES	1,441,810	529,906	610,807	(80,901)
Excess (deficiency) of revenues Over (under) expenditures	6,120	(193,820)	346,687	540,507
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	6,120	-	-	-
TOTAL FINANCING SOURCES (USES)	6,120	-	-	-
Net change in fund balance	\$ 6,120	\$ (193,820)	\$ 346,687	\$ 540,507
FUND BALANCE, BEGINNING (OCT 1, 2013)	1,868,531	1,868,531	1,868,531	
FUND BALANCE, ENDING	\$ 1,874,651	\$ 1,674,711	\$ 2,215,218	

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
REVENUES				
Interest - Investments	\$ 100	\$ 24	\$ 130	\$ 106
Special Assmnts- CDD Collected	1,221,130	-	-	-
TOTAL REVENUES	1,221,230	24	130	106
EXPENDITURES				
Debt Service				
Principal Debt Retirement	275,000	-	-	-
Interest Expense	951,750	475,875	475,875	-
Total Debt Service	1,226,750	475,875	475,875	-
TOTAL EXPENDITURES	1,226,750	475,875	475,875	-
Excess (deficiency) of revenues Over (under) expenditures	(5,520)	(475,851)	(475,745)	106
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)	\$ (475,851)	\$ (475,745)	\$ 106
FUND BALANCE, BEGINNING (OCT 1, 2013)	1,366,189	1,366,189	1,366,189	
FUND BALANCE, ENDING	\$ 1,360,669	\$ 890,338	\$ 890,444	

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	-	-	-	-
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	-
Net change in fund balance	\$ -	\$ -	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2013)	-	-	3,395	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 3,395	

**Harmony
Community Development District**

Supporting Schedules

December 31, 2013

HARMONY

Community Development District

Non-Ad Valorem Special Assessments
 Osceola County Tax Collector - Monthly Collection Report
 For the Fiscal Year Ending September 30, 2014

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund Assessments	Series 2001 Debt Service Fund Assessments	
ASSESSMENTS LEVIED FY 2014					\$ 1,679,178	\$ 636,415	\$ 1,042,763
Allocation %					100%	37.90%	62.10%
11/08/13	\$ 2,220	\$ 115	\$ 45	\$ 2,380	\$ 902	\$ 1,478	
11/25/13	102,903	4,375	2,100	109,378	41,455	67,923	
12/10/13	623,976	26,530	12,734	663,240	251,371	411,869	
12/23/13	288,886	12,203	5,896	306,985	116,348	190,636	
TOTAL	\$ 1,017,984	\$ 43,223	\$ 20,775	\$ 1,081,983	\$ 410,076	\$ 671,907	
% COLLECTED					64%	64%	64%
TOTAL OUTSTANDING					\$ 597,195	\$ 226,339	\$ 370,856

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

HARMONY

Community Development District

Non-Ad Valorem Special Assessments - District Collected
 Monthly Collection Report
 For the Fiscal Year Ending September 30, 2014

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund	Series 2001 Debt Service Fund Assessments	Series 2004 Debt Service Fund Assessments
DISTRICT COLLECTED ASSESSMENTS LEVIED 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	-	-
11/20/13	77,869			77,869	77,869	-	-
12/04/13	77,869			77,869	77,869	-	-
TOTAL	\$ 545,795	\$ -	\$ -	\$ 545,795	\$ 233,607	\$ 312,188	\$ -
% COLLECTED				21.03%	25.00%	71.02%	0.00%
TOTAL OUTSTANDING				\$ 2,049,315	\$ 700,821	\$ 127,364	\$ 1,221,130

Note (1) - A portion of assessments FY 2013 were received on 4/30/13 and were deferred to FY 2014.

Note (2) - 2nd installment of assessments FY 2013 were received on 10/1/13 and were deferred to FY 2014.

Harmony
Community Development District

Cash and Investment Report
December 31, 2013

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%/0.10% (1)	\$581,628
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$1,000
Checking Account	CenterState Bank	Business Checking Account	n/a	0.25%	\$2,390
				Subtotal	\$585,018
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%	\$178,213
Money Market Account	Florida Shores Bank	Money Market Account	n/a	0.45%	\$102,561
Money Market Account	BankUnited	Money Market Account	n/a	0.35%	\$101,618
				Subtotal	\$382,392

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2001 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$2,479
Series 2001 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$1,415,519
Series 2001 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$601,449
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%	\$30,119
Series 2004 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$3,395
				Subtotal	\$2,913,286
				Total	\$4,008,474

NOTES

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

HARMONY

Community Development District

Monthly Debit Card Purchases December 31, 2013

Date	Vendor	Description	Amount
12/6/2013	AMAZON	6 STEARNS ADULT GENERAL	145.32
		1 ANTIMICROBIAL LOTION SOAP	65.91
12/6/2013	AMAZON	ONE 16 GALLON WAST CAN LINER	72.20
12/6/2013	AMAZON	ONE 16 GALLON WAST CAN LINER	72.20
12/6/2013	AMAZON	4 COTTON AUTO SHOP TOWELS	31.96
12/9/2013	HANDYMAN HARDWARE	PHOTO CONTROL	14.79
		HINGE	6.58
		BATTERY	3.99
12/9/2013	HARMONY TOWN SQUARE MAR	WATER FOR STAFF	11.96
12/9/2013	HANDYMAN HARDWARE	7" ROLLER FRAME AND NAP COVER	25.81
12/11/2013	WAL-MART	ROUTER	29.97
12/16/2013	AMAZON	MESH NETS	98.12
12/16/2014	SUNOCO	FUEL	97.14
12/16/2013	AMAZON	ON-BOARD BATTERY CHARGER	94.40
12/18/2013	AMAZON	3 TEST KIT COMP CHLORINE	202.92
12/27/2013	AMAZON	SOCCER GOALS	95.09
12/27/2013	AMAZON	EMPIRE STYLE COMMERCIAL PRIVACY LEVER	39.00
12/27/2013	AMAZON	EMPIRE STYLE COMMERCIAL PRIVACY LEVER	39.00
12/30/2013	SUNOCO	FUEL	95.00

Total **1,241.36**

G/L Coding

R&M - Equipment	546022.53910.5000	\$	337.59
R&M - Common Area	546016.53910.5000	\$	336.54
R&M - Park&Amenities	546135.53910.5000	\$	364.31
R&M - Pools	546074.53910.5000	\$	202.92

Total \$ **1,241.36**



Final Details for Order #110-8181938-6493059

Print this page for your records.

Order Placed: December 5, 2013
Amazon.com order number: 110-8181938-6493059
Order Total: \$387.59

Shipped on December 6, 2013

Items Ordered

6 of: *Stearns 3000001413 Adult General*
Condition: New
Sold by: Amazon.com LLC

Boats

Price
\$24.22

1 of: *GOJO 9127-12 Gold and Klean Antimicrobial Lotion Soap, 800 mL Refill (Pack of 12)*
Condition: New
Sold by: Amazon.com LLC

\$65.91

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$211.23
Shipping & Handling: \$0.00

Total before tax: \$211.23
Sales Tax: \$0.00

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$211.23

Shipped on December 6, 2013

Items Ordered

4 of: *Utopia Cotton Auto Shop Towels - 25 Pack (Blue)*
Condition: New
Sold by: Utopia Deals ([seller profile](#))

Price
\$7.99

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

Shipping Speed:

Two-Day Shipping

Item(s) Subtotal: \$31.96

Shipping & Handling: \$0.00

Total before tax: \$31.96

Sales Tax: \$0.00

Total for This Shipment: \$31.96

Shipped on December 5, 2013

Items Ordered

1 of: *Fortune Plastics DuraLiner Premium LDPE 16 Gallon Waste Can Liner, Gusset Seal, Rust, 1 Mil, 31" x 24" x 9"* \$72.20
(Case of 500)
Condition: New
Sold by: Amazon.com LLC

Price

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

Shipping Speed:

Two-Day Shipping

Item(s) Subtotal: \$72.20

Shipping & Handling: \$0.00

Total before tax: \$72.20

Sales Tax: \$0.00

Total for This Shipment: \$72.20

COMMON AREA

Shipped on December 5, 2013

Items Ordered

1 of: *Fortune Plastics DuraLiner Premium LDPE 16 Gallon Waste Can Liner, Gusset Seal, Rust, 1 Mil, 31" x 24" x 9"* \$72.20
(Case of 500)
Condition: New
Sold by: Amazon.com LLC

Price

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

Shipping Speed:

Two-Day Shipping

Item(s) Subtotal: \$72.20
Shipping & Handling: \$0.00

Total before tax: \$72.20
Sales Tax: \$0.00

Total for This Shipment: \$72.20

Payment information

Payment Method:

Debit Card | Last digits: [REDACTED]

Billing address

Todd Haskett Harmony CDD
210 N University Dr
Suite 702
Coral Springs, Florida 33071
United States

Item(s) Subtotal: \$387.59
Shipping & Handling: \$0.00

Total before tax: \$387.59
Estimated tax to be collected: \$0.00

Grand Total: \$387.59

Credit Card transactions

MasterCard ending in [REDACTED]: December 5, 2013: \$72.20
MasterCard ending in [REDACTED]: December 5, 2013: \$72.20
MasterCard ending in [REDACTED]: December 6, 2013: \$211.23
MasterCard ending in [REDACTED]: December 6, 2013: \$31.96

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

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Handyman Hardware & Supply
7410 10th St.
St. Cloud, FL 34789
407-892-7700

Transaction#: A231147
Associate: ECISupport
Date: 12/01/2013 Time: 07:46:57 AM

*** SALE ***

Bill to:
Customer # Harmony
Harmony Community Dev. Dist.
210 N University Dr
Ste 702
Coral Springs, FL 33071

Park's

ADJUSTABLE PHOTO CONTROL

518791		
1.00 EACH @ \$14.79 N		\$14.79
009328509976		
SATIN NICKEL SC HINGE		
221910		
2.00 EACH @ \$3.29 N		\$6.58
2PK AA ALKALINE BATTERY		
819868		
1.00 EACH @ \$3.99 N		\$3.99

Subtotal: \$25.36
TAX EXEMPT
TOTAL: \$25.36

MASTERCARD: \$25.36
CHANGE: \$0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER

Approval: 004924

CNUM: MASTERCARD

EXP: **/**

NAME:

AMT: 25.36

[Handwritten Signature]

(X)

Authorized Signature

Thank You!
"Give us a call, We have it all!"

12/5/2013 1:47 PM
Store: 1

Sales Receipt #15525

Customer Copy

Harmony Town Square Market

7250 Harmony Square Drive South

Harmony FL 34773

Donna Nicholas - Manager

(407) 892-0148

www.facebook.com/townsquaremarket

Cashier:

Item #	Qty	Price	Ext Price
634	4	\$2.99	\$11.96
24 pk SHUR FINE W			
<i>WATER</i>			
Subtotal:			\$11.96
Local Sales Tax			0 % Tax + \$0.00
RECEIPT TOTAL:			\$11.96

Water

Credit Card: \$11.96 XXXX

MasterCard

Reference # 1000007363 Auth=068619

Entry Swiped Merchant # ***78501

Signature _____

I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

WINTER
FESTIVAL

Friday, December 6th, 4PM-9PM
Harmony Town Square
www.HarmonyFL.com



15525

Handyman Hardware & Supply
1410 10th St.
St. Cloud, FL 34769
407-892-7700

Transaction#: C75957
Associate: ECISupport
Date: 12/09/2013 Time: 1:46:37 PM

*** SALE ***

Bill To:
Customer # Harmony
Harmony Community Dev. Dist.
210 N University Dr
Ste 702
Coral Springs, FL 33071

PARKS

7" ROLLER FRAME
788268
1.00 EACH @ \$3.99 N \$3.99
044359007129
7' 3/8' NAP COVER
S0387
2.00 EACH @ \$3.29 N \$6.58
FASTENERS
H119
4.00 EACH @ \$1.19 N \$4.76
FASTENERS
H239
4.00 EACH @ \$2.39 N \$9.56
FASTENERS
H23
4.00 EACH @ \$0.23 N \$0.92

Subtotal: \$25.81
TAX EXEMPT
TOTAL: \$25.81

MASTERCARD: \$25.81
CHANGE: \$0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER.

Approval: 000812

CNM: MASTERCARD *****

EXP: **/**

NAME: TODD BASKETT

AMT: 25.81

Todd Baskett

(X) _____
Authorized Signature

Walmart 
Save money. Live better.

(407) 957 - 1300
MANAGER LYNN COX
4400 13TH ST
SAINT CLOUD FL 34769

ST# 1086 OP# 00007622 TEN# 12 TR# 02020
N150 ROUTER 060644906258 29.97 0

SUBTOTAL 29.97
TOTAL 29.97
MCARD TEND 29.97

*ROUTER
ASHLEY
PARK*

A.P.

ACCOUNT # **** * 5
APPROVAL # 091584
REF # 334500724616
PAYMENT SERVICE - A
TERMINAL # MX730548

12/10/13 19:16:47

CHANGE DUE 0.00

ITEMS SOLD 1

TCH 2689 6274 6814 3596 897



Don't forget!
Pick up your Layaway by Dec. 19th
12/10/13 19:16:47

CUSTOMER COPY



Final Details for Order #110-1074776-7789810

Print this page for your records.

Order Placed: December 16, 2013
Amazon.com order number: 110-1074776-7789810
Order Total: \$98.12

Shipped on December 16, 2013

Items Ordered

1 of: *Kwik Goal 3.5-Inch Mesh Nets (White, 7 x 21-Feet)*
Condition: New
Sold by: Amazon.com LLC

Price
\$98.12

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

Parkes

Item(s) Subtotal: \$98.12
Shipping & Handling: \$0.00

Total before tax: \$98.12
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$98.12

Payment information

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$98.12
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: \$98.12
Estimated tax to be collected: \$0.00

Grand Total: \$98.12

WELCOME TO SUNOCO

SUNOCO
6990 E BRONSON MEMO
ST CLOUD, FL 34771
DLR#: H312653779001

12/14/13 11:58:08

fuel

* FINAL RECEIPT *
Card charged only
total shown below.
Pump#: 11 /Self
Product: Regular Pure
Gallons 29.594
\$/Gal \$ 3.289
Fuel Sale \$ 97.14
Total Sale \$ 97.14

XXXXXXXXXXXX
MC

Trans# 934328
Approval# 057842

THANK YOU FOR
YOUR BUSINESS



Final Details for Order #110-2642527-6705022

Print this page for your records.

Order Placed: December 13, 2013
Amazon.com order number: 110-2642527-6705022
Order Total: \$94.40

Shipped on December 14, 2013

Items Ordered

1 of: *MinnKota MK 210D On-Board Battery Charger (2 Banks, 5 amps per bank)*
Condition: New
Sold by: Amazon.com LLC

Price
\$104.40

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

Boats

Item(s) Subtotal: \$104.40
Shipping & Handling: \$0.00
Promotion Applied: -\$10.00

Total before tax: \$94.40
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$94.40

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: \$104.40
Shipping & Handling: \$0.00
Promotion Applied: -\$10.00

Total before tax: \$94.40
Estimated tax to be collected: \$0.00

Grand Total: \$94.40



Final Details for Order #110-8931084-3964224

[Print this page for your records.](#)

Order Placed: December 18, 2013
Amazon.com order number: 110-8931084-3964224
Order Total: \$202.92

Shipped on December 18, 2013

Items Ordered

3 of: TAYLOR TECHNOLOGIES INC K-2006 TEST KIT COMP CHLORINE FAS-DPD
Condition: New
Sold by: Amazon.com LLC

Price

\$67.64

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

pool →

Item(s) Subtotal: \$202.92
Shipping & Handling: \$0.00

Total before tax: \$202.92
Sales Tax: \$0.00

Total for This Shipment: \$202.92

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits:

Item(s) Subtotal: \$202.92
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: \$202.92
Estimated tax to be collected: \$0.00

Grand Total: \$202.92



Final Details for Order #106-5030274-5654607

Print this page for your records.

Order Placed: December 26, 2013
Amazon.com order number: 106-5030274-5654607
Seller's order number: 245138
Order Total: \$95.09

Shipped on December 26, 2013

Items Ordered

2 of: *3mm Nets for 7'x21' Soccer Goals Without Depth (Each)*
Condition: New
Sold by: Sator Soccer ([seller profile](#))

Price

\$41.95

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

Park 5

Item(s) Subtotal: \$83.90
Shipping & Handling: \$11.19

Total before tax: \$95.09
Sales Tax: \$0.00

Shipping Speed:
Standard

Total for This Shipment: \$95.09

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: \$83.90
Shipping & Handling: \$11.19

Total before tax: \$95.09
Estimated tax to be collected: \$0.00

Grand Total: \$95.09



Final Details for Order #106-7836868-4668239

[Print this page for your records.](#)

Order Placed: December 26, 2013
Amazon.com order number: 106-7836868-4668239
Order Total: \$78.00

Shipped on December 27, 2013

Items Ordered

1 of: *Global GLC-5140L-626 Empire Style Commercial Privacy Lever*
Condition: New
Sold by: Amazon.com LLC

Park →

Price
\$39.00

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$39.00
Shipping & Handling: \$0.00

Total before tax: \$39.00
Sales Tax: \$0.00

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$39.00

Shipped on December 28, 2013

Items Ordered

1 of: *Global GLC-5140L-626 Empire Style Commercial Privacy Lever*
Condition: New
Sold by: Amazon.com LLC

Price
\$39.00

Shipping Address:

Todd Haskett
3500 HARMONY SQUARE DR W
HARMONY, FLORIDA 34773-6047

Item(s) Subtotal: \$39.00
Shipping & Handling: \$0.00

United States

Total before tax: \$39.00

Sales Tax: \$0.00

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$39.00

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$78.00
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: \$78.00
Estimated tax to be collected: \$0.00

Grand Total: \$78.00

Credit Card transactions

MasterCard ending in [REDACTED]: December 27, 2013: \$39.00
MasterCard ending in [REDACTED]: December 28, 2013: \$39.00

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

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Sunoco

SUNOCO
6990 E BRONSON MEMORIAL
ST CLOUD, FL 34771
Merchant#: H312653779001

12/28/13 09:08:26

WELCOME TO SUNOCO

CARD NOT CHARGED UNTIL SALE COMPLETE
FINAL RECEIPT PRINTS AT DISPENSER

SUNOCO
6990 E BRONSON MEMO
ST CLOUD, FL 34771
DLR#: H312653779001

Regular Pure/Self
Pump# 11 Prepa 29.150 @ 3.259 95.00

Subtotal 95.00
Sales Tax 0.00
Total \$95.00
Credit Card(USD\$) \$95.00

Change \$0.00

12/28/13 09:17:38

XXXXXXXXXXXX
MC
Trans# 340331 Approval# 035966

* FINAL RECEIPT *
Card charged only
total shown below.
Pump#: 11 /Self
Product: Regular Pure
Gallons 29.150
\$/Gal \$ 3.259
Fuel Sale \$ 95.00
Total Sale \$ 95.00

Join Our Loyalty
Program and Save

Card Total: \$95.00

XXXXXXXXXXXX5286
MC

*** Customer signature on file ***

Trans# 340331
Approval# 035966

Trans ID# 823798
e45s98912

THANK YOU FOR
YOUR BUSINESS

Thank you for
Shopping Sunoco

Check Register

**Harmony
Community Development District**

Check Register

December 1 - December 31, 2013

**Harmony
Community Development District**

Check Register by Fund
For the Period from 12/1/13 to 12/31/13
(Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount	
GENERAL FUND - 001								
CHECK # 53277								
001	12/02/13	FEDEX	2-469-61494	BILLING PERIOD THRU 11/14	Postage and Freight	541006-51301	\$8.86	
							<i>Check Total</i>	<u>\$8.86</u>
CHECK # 53278								
001	12/02/13	KISSIMMEE UTILITY AUTHORITY	112213	BILLING PERIOD 10/16-11/14	Utility - Water & Sewer	543021-53903	\$12,398.97	
							<i>Check Total</i>	<u>\$12,398.97</u>
CHECK # 53279								
001	12/02/13	SPRINT	112913-55043	#24455043 10/26-11/25	Communication - Telephone	541003-53910	\$120.92	
							<i>Check Total</i>	<u>\$120.92</u>
CHECK # 53280								
001	12/06/13	BRIGHT HOUSE NETWORKS	112013-41601	#1046416-01 11/28-12/27	Misc-Security Enhancements	549911-53910	\$49.95	
							<i>Check Total</i>	<u>\$49.95</u>
CHECK # 53281								
001	12/06/13	KISSIMMEE UTILITY AUTHORITY	112513-74910	#001525420-000774910 10/16-11/15	Utility - Water & Sewer	543021-53903	\$67.32	
							<i>Check Total</i>	<u>\$67.32</u>
CHECK # 53282								
001	12/06/13	STEVE BERUBE	120313	REIMB:OUTDOOR CLEANER FOR POOL	R&M-Pools	546074-53910	\$31.94	
							<i>Check Total</i>	<u>\$31.94</u>
CHECK # 53283								
001	12/13/13	BRIGHT HOUSE NETWORKS	113013-41501	#1046415-01 12/6-1/5	Misc-Security Enhancements	549911-53910	\$44.95	
							<i>Check Total</i>	<u>\$44.95</u>
CHECK # 53284								
001	12/13/13	FEDEX	2-484-27093	BILING THRU 11/22	Postage and Freight	541006-51301	\$8.86	
							<i>Check Total</i>	<u>\$8.86</u>
CHECK # 53285								
001	12/13/13	PROGRESSIVE WASTE SOLUTIONS OF FL INC	0000857336	#0060-126957 DEC WASTE	Utility - Refuse Removal	543020-53910	\$204.90	
							<i>Check Total</i>	<u>\$204.90</u>
CHECK # 53286								
001	12/13/13	RENTAL WORLD OF ST CLOUD	02-178534-05	GENIE BOOM-CABANA RENOVATION	R&M-Parks & Amenities	546135-53910	\$801.75	
001	12/13/13	RENTAL WORLD OF ST CLOUD	02-178711-06	SCISSOR LIFT-CABANA RENOVATION	R&M-Parks & Amenities	546135-53910	\$630.00	
							<i>Check Total</i>	<u>\$1,431.75</u>

**Harmony
Community Development District**

**Check Register by Fund
For the Period from 12/1/13 to 12/31/13
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
CHECK # 53287							
001	12/17/13	HOME DEPOT CREDIT SERVICES	23601	SUPPLIES-COMMON AREA	R&M-Common Area	546016-53910	\$58.47
001	12/17/13	HOME DEPOT CREDIT SERVICES	4025437	SUPPLIES:ASHLEY PK RENOVATIONS	R&M-Common Area	546016-53910	\$96.55
001	12/17/13	HOME DEPOT CREDIT SERVICES	15327	SUPPLIES-PARKS & AMENITIES	R&M-Common Area	546016-53910	\$99.39
001	12/17/13	HOME DEPOT CREDIT SERVICES	6043485	STEEL CABLES/PADLOCK/PLATES ETC	R&M-Common Area	546016-53910	\$210.28
<i>Check Total</i>							<i>\$464.69</i>
CHECK # 53288							
001	12/17/13	ORLANDO UTILITIES COMMISSION	112013	BILLING PERIOD 11/8-12/10	Electricity - Streetlighting	543013-53903	\$31,682.05
001	12/17/13	ORLANDO UTILITIES COMMISSION	112013	BILLING PERIOD 11/8-12/10	Electricity - General	543006-53903	\$2,627.54
<i>Check Total</i>							<i>\$34,309.59</i>
CHECK # 53290							
001	12/19/13	ORLANDO UTILITIES COMMISSION	121813-62818	#5728262818 11/8-12/9	Electricity - General	543006-53903	\$10.93
001	12/19/13	ORLANDO UTILITIES COMMISSION	121813-39921	#9899239921 11/8-12/9	Electricity - General	543006-53903	\$54.87
001	12/19/13	ORLANDO UTILITIES COMMISSION	121813-72142	#7059672142 11/8-12/9	Electricity - General	543006-53903	\$18.81
<i>Check Total</i>							<i>\$84.61</i>
CHECK # 53291							
001	12/20/13	BIO-TECH CONSULTING INC	132482	MAINTENANCE-PONDS OCT	Contracts-Lake and Wetland	534021-53910	\$1,308.00
<i>Check Total</i>							<i>\$1,308.00</i>
CHECK # 53292							
001	12/20/13	BOYD CIVIL ENGINEERING	00365	ENG FEES-OCT	ProfServ-Engineering	531013-51501	\$336.16
<i>Check Total</i>							<i>\$336.16</i>
CHECK # 53293							
001	12/20/13	GRAU & ASSOCIATES	10972	FY2013 AUDIT: INTITAL BILLING	Auditing Services	532002-51301	\$1,000.00
<i>Check Total</i>							<i>\$1,000.00</i>
CHECK # 53294							
001	12/20/13	HARMONY DEVELOPMENT CO, LLC	103113REC	MAINTENANCE SVCS-OCT	ProfServ-Field Management	531016-53901	\$14,540.07
<i>Check Total</i>							<i>\$14,540.07</i>
CHECK # 53295							
001	12/20/13	NAPA AUTO PARTS	761343	HOSE ENDIHOSE-EQUIP REPAIR	R&M-Equipment	545022-53910	\$29.07
<i>Check Total</i>							<i>\$29.07</i>
CHECK # 53296							
001	12/20/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2070700	MGT FEES/REIMB-NOV	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,678.95
001	12/20/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2070700	MGT FEES/REIMB-NOV	Postage and Freight	541006-51301	\$15.32
001	12/20/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2070700	MGT FEES/REIMB-NOV	Printing and Binding	547001-51301	\$237.30
001	12/20/13	SEVERN TRENT ENVIRONMENTAL SERVICES	2070700	MGT FEES/REIMB-NOV	Communication - Telephone	541003-51301	\$2.07
<i>Check Total</i>							<i>\$3,933.64</i>

**Harmony
Community Development District**

**Check Register by Fund
For the Period from 12/1/13 to 12/31/13
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount	
CHECK # 53297								
001	12/20/13	SPIES POOL LLC	256643	BULK BLEACH	R&M-Pools	546074-53910	\$442.00	
001	12/20/13	SPIES POOL LLC	256644	BULK BLEACH	R&M-Pools	546074-53910	\$465.25	
001	12/20/13	SPIES POOL LLC	256457	POOL CHEMICALS	R&M-Pools	546074-53910	\$225.90	
001	12/20/13	SPIES POOL LLC	256456	POOL CHEMICALS	R&M-Pools	546074-53910	\$276.95	
							<i>Check Total</i>	<u>\$1,410.10</u>
CHECK # 53298								
001	12/20/13	THE DAVEY TREE EXPERT COMPANY	907371071	MAINTENANCE-NOV	R&M-Grounds	546037-53902	\$819.92	
001	12/20/13	THE DAVEY TREE EXPERT COMPANY	907371071	MAINTENANCE-NOV	R&M-Turf Care	546130-53902	\$20,233.00	
001	12/20/13	THE DAVEY TREE EXPERT COMPANY	907371071	MAINTENANCE-NOV	R&M-Shrub Care	546131-53902	\$9,148.67	
001	12/20/13	THE DAVEY TREE EXPERT COMPANY	907371071	MAINTENANCE-NOV	R&M-Trees and Trimming	546099-53902	\$1,657.42	
001	12/20/13	THE DAVEY TREE EXPERT COMPANY	907371071	MAINTENANCE-NOV	R&M-Grounds	546037-53902	\$974.32	
							<i>Check Total</i>	<u>\$32,833.33</u>
CHECK # 53299								
001	12/20/13	THE SHERWIN -WILLIAMS CO	2690-6	COVERALLS	R&M-Equipment	546022-53910	\$13.94	
001	12/20/13	THE SHERWIN -WILLIAMS CO	2799-5	BRUSHES/ROLLER/PAINT	R&M-Equipment	546022-53910	\$223.54	
001	12/20/13	THE SHERWIN -WILLIAMS CO	2659-12661-7	PUTTY/VARIOUS PAINTS	R&M-Equipment	546022-53910	\$2,039.14	
001	12/20/13	THE SHERWIN -WILLIAMS CO	2659-12661-7	PUTTY/VARIOUS PAINTS	R&M-Equipment	546022-53910	(\$502.74)	
							<i>Check Total</i>	<u>\$1,673.88</u>
CHECK # 53300								
001	12/20/13	WALKER TECHNICAL SERVICES	1233	TROUBLESHOOTING/WRITING SCHEDULES	R&M-Equipment	546022-53902	\$150.00	
							<i>Check Total</i>	<u>\$150.00</u>
CHECK # 53301								
001	12/20/13	YOUNG VAN ASSENDERP, P.A.	13002	LEGAL FEES-GENERAL COUNSEL OCT	ProfServ-Legal Services	531023-51401	\$1,856.05	
							<i>Check Total</i>	<u>\$1,856.05</u>
CHECK # 53274								
001	12/02/13	MARK W. LEMENAGER	PAYROLL	December 02, 2013 Payroll Posting			\$184.70	
							<i>Check Total</i>	<u>\$184.70</u>
CHECK # 53275								
001	12/02/13	STEVEN P. BERUBE	PAYROLL	December 02, 2013 Payroll Posting			\$184.70	
							<i>Check Total</i>	<u>\$184.70</u>
CHECK # 53276								
001	12/02/13	DAVID L. FARNSWORTH	PAYROLL	December 02, 2013 Payroll Posting			\$184.70	
							<i>Check Total</i>	<u>\$184.70</u>

**Harmony
Community Development District**

Check Register by Fund
For the Period from 12/1/13 to 12/31/13
(Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount	
CHECK # 53304								
001	12/31/13	MARK W. LEMENAGER	PAYROLL	December 31, 2013 Payroll Posting			\$184.70	
							<i>Check Total</i>	\$184.70
CHECK # 53305								
001	12/31/13	STEVEN P. BERUBE	PAYROLL	December 31, 2013 Payroll Posting			\$184.70	
							<i>Check Total</i>	\$184.70
CHECK # 53306								
001	12/31/13	RAYMOND D. WALLS, III	PAYROLL	December 31, 2013 Payroll Posting			\$184.70	
							<i>Check Total</i>	\$184.70
CHECK # 53307								
001	12/31/13	DAVID L. FARNSWORTH	PAYROLL	December 31, 2013 Payroll Posting			\$184.70	
							<i>Check Total</i>	\$184.70
Fund Total							\$109,590.51	

2001 DEBT SERVICE FUND - 201

CHECK # 53289								
201	12/17/13	US BANK NATIONAL ASSOC	121613	TRANSFER OF FY 2014 ASSMTS	Due From Other Funds	131000	\$387,486.75	
							<i>Check Total</i>	\$387,486.75
CHECK # 53302								
201	12/27/13	US BANK NATIONAL ASSOC	122013	REIMB FOR ESTOPPEL LETTER ERROR	Due From Other Funds	131000	\$16,374.00	
							<i>Check Total</i>	\$16,374.00
CHECK # 53303								
201	12/27/13	US BANK NATIONAL ASSOC	122313	TRANSFER OF ASSMTS/COLL COSTS	Due From Other Funds	131000	\$179,396.84	
							<i>Check Total</i>	\$179,396.84
Fund Total							\$583,257.59	

Total Checks Paid	\$692,848.10
--------------------------	---------------------

6C



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Fax: 480-247-5939
Email: liscott@llstax.com

December 3, 2013

Mr. Alan Baldwin
Harmony Community Development District
c/o Severn Trent Management Services
210 N. University Dr., Ste. 702
Coral Springs, FL 33071

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Harmony Community Development District ("Client") for the following bond issues. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$15,590,000 Harmony Community Development District Capital Improvement Revenue Bonds, Series 2004

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the

assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three bond years ended November 30, 2013, November 30, 2014, and November 30, 2015 is \$600 for each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Harmony Community Development District

By: Linda L. Scott
Linda L. Scott, CPA

By: _____
Print Name _____
Title _____
Date: _____

6D

HARMONY CDD LOG

DATE	CONCERN	LOCATION	ACTION TAKEN	STATUS
10/10/2013	Water faucet at sm dog park broken/need hose	Small Dog Park	Replaced faucet and installed new hose	TH
10/14/2013	gusher in irrigation	Cupseed & Schoolhouse Rd.	Repaired	TH
10/14/2013	fence has hole in it, dog escaped	Large dog park	Repaired	TH
10/14/2013	broken tree waterer	large dog park by Judy Bardell bench	Repaired	TH
10/16/2013	sidewalk needs to be replaced	6990 Bluestem	Marked area with caution paint, Repair Scheduled	Th
10/22/2013	drip hose gushing	large dog park	Repaired	TH
10/28/2013	opposed to fishing in ponds	Brackenfern	Noted	TH
10/28/2013	opposed to fishing in ponds	3324 Brackenfern	Noted	TH
11/11/2013	several emails protesting fishing in ponds		Noted	TH
11/25/2013	exterior dog gate drags on concrete	Primrose Willow	Repaired 12/5/13	TH
12/5/2013	exterior dog gate drags on concrete	small dog park--Cypress side	Repaired 12/5/13	TH
12/17/2013	opposed to fishing in ponds			
12/26/2013	Inability to access reservation system	Todd assisted	Completed	TH
1/2/2014	builder causing damage to neighbor's home	8882 Sundrop	Addressed with Builder/homeowner	TH
1/6/2014	was denied boat reservation, treated rudely	6936 Beargrass Rd.	Addressed concerns/updated user info	TH
1/6/2014	concern about cars for sale at 1st entrance		Addressed	TH
1/9/2014	Irrigation gusher	334 Schoolhouse Rd.	Repaired	TH
1/15/2014	ant mounds	large dog park	Davey addressed	TH

6E

Harmony CDD
Website Statistics as of January 22, 2014
(counter reset October 1, 2013)

OVERVIEW

• Total Visitors:	1,635	• Visitors, December:	480
• Total Page Views:	12,055	• Page Views, December:	4,769
• Total Spiders:	7,830	• Visitors, January:	317
• Total Feeds:	533	• Page Views, January:	1,855

OPERATING SYSTEMS

• Windows XP:	2,723	• Windows 8	242
• Windows 7:	2,532	• Windows Server 2003:	197
• Linux:	420	• Mac OS X Mountain Lion:	186
• Windows NT 4:	275	• Mac OS X Lion:	176
• iOS 7:	255	• Windows Vista:	173

BROWSERS

• Mozilla:	2,474	• Chrome 31:	338
• Internet Explorer 6:	1,901	• Opera 9:	326
• Safari:	641	• Firefox 25:	313
• Internet Explorer 10:	402	• Internet Explorer 7:	245
• Internet Explorer 8:	400	• Internet Explorer 9:	242

SEARCH ENGINES

• Google:	149	• Dogpile:	1
• Yahoo:	18	• Search:	1
• Yandex:	7		

TOP PAGES

• Home:	2,482	• /Board-Meetings/Board-Members:	325
• /District-Facilities/Ponds	1,668	• /Public-Records/Agendas:	300
• /robots.txt	730		

TOP DAYS

• December 20, 2013	1,522	• November 21, 2013	303
• October 14, 2013	424	• October 12, 2013	298
• November 26, 2013	310	• November 22, 2013	280

TOP DAYS -- Unique Visitors

• October 14, 2013	106	• November 26, 2013	59
• November 22, 2013	76	• December 13, 2013	42
• November 21, 2013	65	• November 24, 2013	38

TOP DAYS -- Page Views

• December 20, 2013	1,450	• November 21, 2013	214
• October 14, 2013	349	• November 26, 2013	214
• October 12, 2013	226	• November 22, 2013	212

LAST PAGES

<u>Date</u>	<u>Page</u>	<u>OS</u>	<u>Browser</u>
• January 22, 2014	Page: Home	Windows 7	Internet Explorer 8
• January 22, 2014	/Board-Meetings/Hearings	Windows 7	Internet Explorer 8
• January 22, 2014	/What-Is-A-CDD	Windows 7	Internet Explorer 8
• January 22, 2014	/Board-Meetings/Hearings	Windows 7	Internet Explorer 8
• January 22, 2014	Page: Home	Windows 7	Internet Explorer 8
• January 22, 2014	/Board-Meetings/		Mozilla
• January 22, 2014	/robots.txt		Mozilla
• January 22, 2014	Page: Home	iOS 7	Safari
• January 22, 2014	Page: About Harmony		Mozilla
• January 22, 2014	Page: Home	Windows Vista	Firefox 12

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

• harmonycdd.org	8	• harmony buck lake parp	1
• www.harmonycdd.org	5	• harmony community development	1
• harmony cdd	3	district	
• admin@harmonycdd.org	2		
• cdd stories	2		
• harmony fl cdd fees	2		
• harmony fl dockmaster boat reserve	2		
• harmony florida cdd	2		
• harmonycdd	2		
• www.harmonycdd.org	2		
• www.harmonycdd.org/public-records/agendas	2		
• buck lake harmony florida	1		
• buck lake harmony florida hydrology	1		
• cddharmonyfl	1		
• difference between cdd and property owners assoc florida	1		
• florida irrigation January 2014	1		
• future development in harmony fl recreational center	1		
• harmony buck lake fishing	1		

Seventh Order of Business

7Ai

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

**Harmony Community Development District
Parks and Recreation Facilities Rules¹**

1. Definitions

1.1 General Use

Any use of the District-owned recreation facilities.

1.2 Special Event

Any event held on District property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of the property. Examples of special events can be found in this policy in Rule 7.2.

1.3 Organizer

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

1.4 Dock Master

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

1.5 District: The Harmony Community Development District.

1.6 District Office

The office of the District Manager located at 610 Sycamore Street, Suite 140, Celebration, FL 34747. Phone number: 407-566-1935. Email address: admin@harmonyccd.org.

1.7 District Manager

The person or entity employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for perform-

Comment [TQ1]: Note from Young van As-senderp, P.A.: Below are the existing Harmony CDD rules with the incorporation of certain suggested changes based upon our firm's best interpretation of the comments from the Board of Supervisors and other public comment at the officially noticed 10.24.13 rule workshop and subsequent 12.20.13 Board meeting which were noticed pursuant to Florida law.

These proposed changes do not reflect any official and final Board determination

New proposed language in the rule draft below is reflected in the underlined portions while language that is proposed to be deleted is shown as ~~stricken~~.

¹ The following rules were adopted on April 28, 2011 _____, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes and pursuant to Chapter 1, Rule 1.4 and 1.5 of the Rules of Procedure of the Harmony Community Development District.

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

ing such other duties as may be prescribed by the ~~governing~~ governing Board of Supervisors of the District.

1.8 District Pool Facilities

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

Comment [TQ2]: Subcontractor to provide map for incorporation into the rules

1.9 District Buck Lake Dock and Boat Facilities:

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

1.10 District Recreation Facilities

The park and recreational facilities owned by the District

1.11 A District Resident includes:

1.11.1 A property owner who currently resides in his or her home within the boundary of the District;

1.11.2 A property owner that has elected to declare residency outside of boundaries of the District, but who also owns a home within the boundaries of the District and does not rent out said home to others, either on a long-term or a short-term basis;

~~1.11.3 A property owner that has elected not to occupy his or her home within the boundaries of the District, but who rents his or her home out;~~

1.11.3 A renter renting inside the boundaries of the District.

1.11.4 Children of District Residents.

1.12 **“Family”** – shall mean 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 (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home for fewer than seven months per year.

1.13 **“Guest”** – shall mean any person or persons who are invited and accompanied for the day by a Resident (or Family Member) to participate in the use of the Amenity Facilities.

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

1.14 “Non-Resident Owner” shall mean a property owner that has elected not to occupy her or his home within the boundaries of the District, but who rents her or his home out to other occupants.

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2. ~~Unauthorized Use of District Facilities~~

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

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

2.3 Fishing is Prohibited in all District-Owned Ponds

2.3 ~~Fishing is prohibited in District-owned ponds.~~

2.3 – District- Maintained Stormwater Drainage System Ponds-

The ponds set forth in the attached map are man-made bodies of water managed, including sustained high-quality maintenance, as part of the District stormwater drainage system. The ponds were not designed and do not constitute recreation facilities so that fishing, swimming, boating and other water-based recreational activities in District-maintained stormwater ponds is not allowed, except at specifically designated locations or for pre-approved activities.

Comment [TQ3]: Please note that the Board has made no final determination so that these proposed options represent suggested language based upon the comments of the Supervisors at the workshop and subsequent board of supervisor meetings. Note finally that the following items are set forth in no particular order.

Comment [TQ4]: Option 1: No change to current rule.

Comment [TQ5]: Option 2: strike rule 2.3

Comment [TQ6]: Option 3

2.3- District-Maintained Stormwater Drainage System:

Comment [TQ7]: Option 4

Harmony CDD Ponds are open for public access and enjoyment, provided no human (or domesticated animal) activities interfere with the ponds' primary purpose of stormwater drainage. Among the prohibited activities that will necessitate law enforcement intervention—due to such activities being treated as either trespassing, public nuisance, or other established (by county, state, or local ordinance) illegal activity violations—are as follows

1. No swimming
2. No wading nor team water sports of any kind
3. No loud music or obnoxious, boisterous activities
4. No disturbing the peace, no public nuisance activities
5. No violations of fire codes (campfires, cookouts, etc)
6. No toy or model boating of any kind.

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

7. No personal boating of any kind
8. No littering
9. No deliberate interference with wildlife
10. No loitering

No other activity, though not specifically listed, which obviates consideration of residents, property, or wildlife shall be tolerated. Of particular note is that, while fishing is not encouraged, or specifically addressed in this list of restriction, it will (as required by law) be tolerated, provided a user follows a prescribed policy of catch and release; and further, maintains a strict adherence to the no loitering nor congregating rule listed above.

2.3 Fishing within the boundaries of the District is authorized only within the designated area in Buck Lake.

2.3 FISHING AND POND POLICIES

2.3.1 Only District patrons Residents and their Guests are authorized to 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 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.

- a) **Fishing is only permitted from dawn until dusk in District-maintained stormwater drainage ponds.**
- b) **The District operates under a catch-and-release policy. Removal of fish for personal keep or consumption is not authorized.**
- c) **Spear fishing or the use of Spear Guns, Bow and Arrows, and Firearms are not permitted as acceptable methods to fish.**
- d) **Cast Netting is prohibited.**
- e) **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.**
- f) **Circle Hooks are recommended for all live bait fishing.**
- g) **In events where any 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.**
- h) **The use of traps is strictly prohibited.**
- i) **The use of profanity or disruptive behavior will not be tolerated.**
- j) **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.**
- k) **Fish are not to be moved from one pond to another.**
- l) **Authorized Users are not allowed to introduce or stock any of the lakes or ponds.**

Comment [TQ8]: Option 5: Fishhook language with modifications

Comment [TQ9]: Option 6 would be a rule permitting or remaining silent on (ie not expressly prohibiting) fishing EXCEPT THE RULE WOULD EXPRESSLY PROHIBIT FISHING IN PONDS 26 and 27 WHERE THE NO TRESPASSING SIGNS ARE LOCATED

Comment [TQ10]: Note that this rule will need to be amended so as not to restrict access to non-residents. Perhaps something like: "District Residents and their guests, as well as Non-Residents who pay the applicable fees set forth in Chapter 3 of the Harmony rules, may fish, provided the fees set forth in rule ___ are paid."

Comment [TQ11]: Need to define

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

- m) 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.

Comment [TQ12]: As discussed, many of these detailed fishing rules present challenges re enforcement, but these detailed rules illustrate important considerations when fishing is permitted in District Maintained stormwater ponds. Further discussion needed

2.3.2 General Policies:

- a) Swimming is prohibited in all ponds on District property.
- b) No watercrafts of any kind are allowed in any of the ponds on District Property.
- c) Parking along the county right-of-way or on any grassed area near the ponds is prohibited.
- d) It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
- e) Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
- f) 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.
- g) Homeowners whose lot abuts the pond are responsible for mowing, weeding and trash removal to the water's edge.

3. Access ID Cards

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

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

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

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- 3.1.2 Tenants shall pay \$10 in advance for each picture ID access card and \$10.00 for each Access ID card at the lease renewal period.

3.1.3 Replacement picture ID access cards are \$10.00 each.

- 3.1.3.1.4 Tenants with a month-to-month lease after an initial lease term, may receive picture ID access cards valid for 90 days for a \$10.00 fee paid in advance.

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

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

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

- 3.1.3.1.3.1.5.1.1 Recent closing statement showing name of homeowner and address within the boundaries of the District; or
- 3.1.3.1.3.1.5.1.2 Tax Notice with name of homeowner and proof of address within the boundaries of the District; or
- 3.1.3.1.3.1.5.1.3 Other suitable proof of ownership.

3.1.43.1.6 Acceptable proof of renter status includes a copy of the renter's lease agreement showing the name of the renter and proof of address within the boundaries of the District and:

- 3.1.4.43.1.6.1 Driver License with name of renter and proof of address within the boundaries of the District; and
- 3.1.4.23.1.6.2 Current utility bill with name of renter and proof of address within the boundaries of the District; or
- 3.1.4.33.1.6.3 Current phone bill with name of renter and proof of address within the boundaries of the District; or
- 3.1.4.43.1.6.4 Other suitable proof of renter status.

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

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

Comment [SP13]: Supervisor has requested that we make sure this figure is still accurate.

3.4 Guest access cards may be issued at the discretion of the District Manager on a temporary basis for visiting relatives of District Residents. Such guest access cards shall cost \$10, refundable upon return of the guest access card.

3.4 Contracts for Execution Prior to Use of District Owned Facilities

All persons, prior to boat and/or pool use, must acknowledge and sign agree to the "Harmony Community Development District Pool and Boat Use Agreement" which is hereby

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

incorporated by reference and/or the “~~Harmony Community Development District Boat Use Agreement~~” which is hereby incorporated by reference. All provisions of the Agreements are incorporated herein and each person using the District Pool Facilities and/or the Buck Lake Dock and Boat Facilities is subject to such provisions and the District rules.

4. Swimming Facilities

- 4.1 The pool and pool facilities must be maintained in a neat, clean and sanitary condition at all times pursuant to Florida law. The pool user must use his or her best efforts to deter vandalism and protect the premises, equipment and improvements owned by the District. The pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible and, if pool user is aware of such unusual incident or hazardous condition, pool user agrees to refrain from use of the facility. The pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.
- 4.2 Swimming is permitted only during pool hours of operation.
- 4.3 The Swim Facilities are open to Harmony Residents who have registered with the District by signing the contract referenced in Rule 3.4 above and their accompanying guests.
- 4.4 Children 15 and under must be under adult supervision to use the swimming pool.
- 4.5 Residents may only bring a maximum of 8 guests per family to the pool. All residents must use their assigned Access ID card upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the District pool facilities.
- 4.6 Access privileges may be suspended and all household family ID Access Cards deactivated for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.). At the discretion of the District Manager, Access ID cards of the offending parties will be deactivated for up to 180 days and all others in the family will be deactivated for up to 90 days.
- 4.7 Any person swimming or in the pool area when the facilities is-are closed is subject to the deactivation of his or her ID Access ID card and/or a charge of trespass.
- 4.8 No alcoholic beverages are permitted in or around the pool areas facilities.
- 4.9 Smoking is not permitted at any time.
- 4.10 No glass bottles are permitted within the pool areas facilities.

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors
Meeting.

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

5. Use of Buck Lake Dock and Boat Facilities-Use

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

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

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

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

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

5.6 Security Deposit or Provision of Credit Card Information

5.6.1 All parties, prior to boat use, must pay a security/damage deposit of \$250.00 to the District or must provide the District Office with a copy of the party's picture I.D. and a valid credit card in the user's name as set forth in Rule 5.6.5 below.

5.6.2 All parties who do not provide credit card information as set forth in Rule 5.6.5 below, must pay a security/damage deposit of \$250.00 to be held by the District prior to boat use. The District shall collect from the potential boat user a damage deposit of \$250 at least 5 days prior to the boat being utilized.

5.6.3 At the conclusion of the boat use and upon inspection, the District shall either 1) return the Damage Deposit to the boat user if there is no damage to District property or 2) keep the deposit on retainer with the District for future boat reservations. at

Comment [SP14]: This rule to be updated based upon implementation of online reservation system

Comment [TQ15]: Supervisors commented that we need to ensure that the District can presently accept credit cards.

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

the choice of the user, or 3) charge the boat user for any damage to the District property and apply the Damage Deposit to the charge.

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

5.6.5 Prior to boat use, all parties who do not provide a security/damage deposit as set forth in Rule 5.6.1, must provide the District Office with a copy of a picture I.D. and a valid credit card in the user's name with available credit in lieu of a security/damage deposit to secure payment in the event of default, loss, damage, or other occurrence. In the event that the boat is damaged by the party using the boat, then the District reserves the right to utilize the credit card in order to cover the amount of the damage incurred.

Comment [TQ16]: See comment 11 above.

5.7 Orientation

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

5.8 Inspection Prior to Boat Use

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

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

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

5.9 Inspection upon Return of Boat

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

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

5.10 State and Federal Laws

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

5.11 Dogs and Other Pets Prohibited Around District Waterways

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

6. Use of Soccer, Volleyball and Basketball Facilities

6.1 Use of Facility - General

- 6.1.1 The soccer, basketball and volleyball facilities ("facilities") are generally available for open recreation during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities (see Rule 7 for event scheduling policies). Use of the District soccer and volleyball facilities is subject to special event fees and charges as set forth in Rules 8.6 and 8.7 below.
- 6.1.2 Use of facilities is only permitted during hours of operation.
- 6.1.3 Any person using these facilities outside hours of operation may be suspended indefinitely from using the facility.
- 6.1.4 All participants shall adhere to published District policies, regulations, guidelines, and local, state and federal laws. Access privileges may be suspended for not following the rules and/or other reasons (vandalism, willful and malicious disregard for the rules, etc.).
- 6.1.5 No alcohol, tobacco, or glass containers are permitted on the premises of the park facilities.
- 6.1.6 Golf or other activities that may cause damage to the facilities are prohibited.
- 6.1.7 All users must follow the instructions given by the District staff members. Violators are subject to ejection and suspension from the facilities.

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

6.1.8 Users must follow the procedure set forth in Rule 7.1 below to reserve the facility for an event as that term is defined therein. Users wishing to reserve the facilities for an event must pay the security deposit as set forth in Rule 8.7 below.

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

~~6.1.10 Use of the facilities is for District Residents only unless such use by the general public qualifies as an event and the applicable event fees and charges are paid as set forth in rules 8.6 and 8.7 below.~~

~~6.2 Use of Facilities by Children.~~

~~Children must be under adult supervision to use the facilities.~~

6.2 Waiver of Liability, Indemnification

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

6.3 Damages, Repairs, and Inspection

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

The District or its designee may inspect the subject premises as set forth in Rule 8.2 below.

6.4 Participants and Attendees

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

**Harmony Community Development District Rules
Chapter 4**

Proposed Revisions Based upon 10.24.13 Rule Workshop and 12.19.13 Board of Supervisors Meeting.

except insofar as the goals or purposes of the activity require such limitation and are lawful.

6.5 Abandoned Property

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

7. Special Event Application Process

7.1 Facility Reservations

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

7.2 Event Approval or Denial

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

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

Events:

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

7.3 Review of Application

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

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

7.4 Event Logistics

The event organizer must provide the District Manager with detailed event information and copies of required documents at the time the event organizer schedules the event with the District Manager. The information and documents may include but are not limited to the following:

a) *Payment of Fees*

Event organizer must pay all fees to the District Manager at the time the event is scheduled with the District Manager. **Individuals, organizations or companies assessed fees during or after the event will be invoiced by the District Manager. All fees must be paid to the District Manager no later than thirty fifteen (3015) calendar days after invoice date.**

b) *The Event Organizer may be required to pay a user fee pursuant to a fee schedule —Further discussion needed adopted by the Board and kept at the District Manager's office.*

c) *Event Map/ Layout*

Layout of event site, including parking and traffic flow. Location of any tents must be included. ~~This District requires any tents to meet County code and the organizer must present evidence of a County permit.~~

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d) *Event Agenda*

Show times, other function times, etc.

e) *Vendor/ Supplier List*

Names, addresses, phone #^s numbers of all food and merchandise vendors, rental companies, subcontractors and any other groups operating at the event.

f) Logistical Schedule of Event

Deliveries, set-up, clean-up.

g) Tent Permits/ Fire Retardant Certificates

A tent permit can be obtained through the County Zoning and Code Enforcement Department. All tents larger than 10' x 10' must have a permit. To receive a permit, a map approved by District must be submitted showing the location of all tents. Proof of a fire retardant certificate for each tent is required. **Contact information:** Contact the County Zoning and Code Enforcement Office at the address provided on current application form.

h) County Alcohol Permit

Approved County Alcohol Permit Application – **Contact information:** Contact the County Parks and Recreation Department at the address provided on the current application form.

i) Other Approvals

Street closure approval and any other applicable government issued permits and approvals are the responsibility of the event organizer.

8. Use of Facilities for Special Events

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

8.1 Maintenance

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

8.2 Inspection of Subject Premises following event

The District Manager ~~or its designee~~ will complete an inspection of the subject premises immediately following, or as close to the end of a function as is reasonable given the tim-

ing and duration of the event. Upon inspection, the District ~~Manager~~ or its designee will assess any damage to the subject premises and will invoice the organizer for the cost of the damage.

8.3 Signs

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

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

8.4 Event times

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

8.5 Assumption of Risk

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

8.6 Special Event Fees & Charges

Comment [SP17]: Based on workshop discussion, further discussion and determination needed regarding the implementation of a fee schedule.

8.6.1 Special Event Fees & Charges

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

8.6.2 Damage/ Clean Up Statement

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

Any individual, organization or company needing dumpster service **in addition** to the usual dumpster service provided by the District must utilize Osceola County's

current waste removal contractor. Contact Osceola County's current waste removal contractor as found on the current applications.

8.7 Damage Deposit

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

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

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than **30-15 days** after invoice date.

8.8. Insurance Requirements for Special Events

8.8.1 INDEMNIFICATION and HOLD HARMLESS

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

The EVENT ORGANIZER AGREES TO INDEMNIFY², DEFEND, AND HOLD THE DISTRICT HARMLESS³ for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorneys fees, arising from any and all acts and/or omissions of the organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

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

² As used in this policy, the phrase "indemnify" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." Blacks Law Dictionary 769 (6th ed. 1990).

³ As used in this policy, the phrase "hold harmless" shall mean that the organizer "assumes the liability inherent in a situation, thereby relieving the [District] of responsibility." Id. at 731

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

8.9 Insurance Requirements

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

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

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

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

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

PLEASE NOTE:

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

8.10 Special Event Approval

8.10.1 Approval/Denial Verification

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

8.10.2 Revisions or Adjustments to Application

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

8.11 Responsibility Statement

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

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