

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**MARCH 26, 2015**

**AGENDA PACKAGE**

## 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  
 Timothy Qualls, District Counsel  
 Steve Boyd, District Engineer

March 16, 2015  
 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, March 26, 2015** at **6:00 p.m.** at the Harmony Community School located at 3365 Schoolhouse Road, St. Cloud, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of the Minutes of the February 25, 2015 Workshop and the Minutes of the February 26, 2015 Meeting**
- 4. Subcontractor Reports**
  - A. Aquatic Weed Control
    - i. Bio-Tech Consulting Monthly Highlight Report
  - B. Landscaping
    - i. Davey Tree Monthly Highlight Report
- 5. Developer's Report**
- 6. Staff Reports**
  - A. Engineer
  - B. Attorney
  - C. Field Manager
    - i. Dock and Maintenance Activities Report
    - ii. Buck Lake Boat Use Report
- 7. District Manager's Report**
  - A. February 28, 2015 Financial Statements
  - B. Invoice Approval #179, Check Register and Debit Invoices
  - C. Website Statistics
  - D. Public Comments/Communication Log
  - E. Discussion of Consent Agenda Policy
  - F. Discussion of 2004 Bond Refinancing
- 8. Discussion of the Rules of Procedure**
  - A. Chapter 1, Rules of Procedure
  - B. Chapter 1, Amendment 1, Disclosure of Public Financing
  - C. Chapter 1, Amendment 2, Vendor Purchase Policy
  - D. Chapter 1, Amendment 3, Three-Day Right of Rescission
  - E. Chapter 1, Amendment 4, Procedural Rules on Animals, Habitat and Wildlife
  - F. Chapter 3, Membership Rates, Fees and Charges
  - G. Chapter 4, Parks and Recreation Facilities
  - H. Discussion of Usage Fees
- 9. Supervisor Requests**
- 10. Adjournment**

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

Sincerely,

*Gary L. Moyer*

Gary L. Moyer  
 District Manager

**District Office:**  
 610 Sycamore Street, Suite 140  
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 407-566-1935

[www.harmonycdd.org](http://www.harmonycdd.org)

**Meeting Location:**  
 Harmony Community School  
 3365 Schoolhouse Road  
 St. Cloud, Florida 34773  
 407-891-1616

## **Third Order of Business**

## MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Harmony Community Development District was held Wednesday, February 25, 2015, at 6:00 p.m. at the Harmony Community School, 3365 Schoolhouse Road, Harmony, Florida.

Present were:

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

Also present were:

Tim Qualls ( <i>by phone</i> )	Attorney: Young vanAssenderp, P.A.
Gerhard van der Snel	District Staff
Residents and Members of the Public	

### FIRST ORDER OF BUSINESS

### Roll Call

Mr. Berube called the workshop to order at 6:00 p.m.

Mr. Berube called the roll.

### SECOND ORDER OF BUSINESS

### Audience Comments

There being none, the next order of business followed.

### THIRD ORDER OF BUSINESS

### Discussion of Rules

#### A. Chapter 1, Administrative Rules of Procedure

Mr. Berube stated I presume there are no changes to these rules since we last revised them in 2014.

Ms. Kassel stated I would like to add an item for Section 1.2(3) for vacancies and quorum. The last sentence says “Nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone.” I would like to have that altered to say something to the effect that the District will make an effort to invite the public to participate remotely. I understand that Board members can participate remotely, so why can members of the public not participate remotely? This is a public meeting. If we have a line through the manager’s office where Board members can call in, then members of the public should be able to call in and at least hear what is going on.

Mr. Walls stated it is not prohibiting us from allowing them to do that. I think what it is saying is that you do not absolutely have to. If we are in a situation like tonight, we do

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not want to give people the expectation that they can call in for every meeting and a phone will be available. I think the reason the wording in the rule is included is because there is not an expectation that the public can do that for every meeting, but there is a possibility that you could call in. The rule is not preventing that.

Ms. Kassel stated we have never allowed that before. I just felt that it would be more public-friendly to say the District will make an effort to invite the public to participate remotely, but nothing herein shall require that we do that.

Mr. LeMenager stated my concern with tweaks like this is that we pay Mr. Qualls \$175 per hour. I am not sure we really want to tweak rules that allow for it if we want to at that cost.

Mr. Berube stated to expand on Mr. LeMenager's point, we have never had a demand for it. I do not know that we should change something that no one has asked for to anticipate what may be the future. If someone wanted to know how they could call into a meeting, give them the number.

Mr. LeMenager stated Ms. Patrice DeNike asked me years ago if we were ever thinking of broadcasting our meetings on the internet.

Mr. Farnsworth stated that would be more practical than having them call in. I think there is a limit to the number of people who can call in when you set these up.

Ms. Kassel stated that is fine. The room has a capacity limit, too.

Mr. Walls stated you would have to set it up in a manner where people who call in from the public could only listen but not speak, but then other people who call in, such as staff, would need to listen and speak. That dynamic needs to be worked out.

Mr. Farnsworth stated a webcast would be better than a call in.

Mr. Walls stated this is an operational procedure. I do not see it as a rule issue, if we decide that we want to make it available.

Ms. Kassel stated my opinion differs, in that, it is nothing that we have done before, so it is simply saying to the public, because these are rules that pertain to the public, we will try to do that. We have not tried in the past. I am saying to keep the last sentence as a preface to the next sentence, "While the District will make an effort to invite the public to participate remotely, nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone."

Mr. Berube asked why not just remove the last line?

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Mr. Walls stated the last line is good to keep. I want people to be able to attend meetings and to hear what we have to say and to share their comments. The last line takes away the expectation that a phone line will be available at every single meeting because it might not be.

Mr. Qualls asked is the question whether or not the public is entitled to call into a meeting?

Mr. Berube stated yes.

Mr. Qualls stated I would mirror what Mr. Walls said, which is that you want to be very careful giving an expectation that the public can call in by phone and have access in every instance. When you do that and the public tries and cannot call in, you have opened up a lot of potential challenges to actions you take in the future. I would advise keeping the rule right along what the law requires at this point. Without opening up the rules, you can always try to invite the public and have a call-in number or whatever you want to do, but it would not be required.

Ms. Kassel stated in Section 1.7(4) for competitive selection, I wanted to make sure that our selection sheet that we have is reflected here fully because I would not want that to cause problems later. Mr. Gary Moyer has us use a ranking sheet where we can compare all of the bidders with a number of different criteria. I just want to make sure all the criteria on the sheet he provides are also here in the rules. If we are using a ranking sheet that has additional things that are not in the rules, it is possible that someone could have some kind of issue.

Mr. LeMenager stated item 7 on this list was not on the previous ones we have done.

Mr. Berube stated I think our previous ranking sheets covered everything except 7. I am not sure that it was not there, but I just did not pay attention to it. When we get into competitive bids, we will have to follow that.

Mr. Qualls stated I agree with Ms. Kassel that the ranking sheet should be consistent with what is in the rules, and it should all be together.

Ms. Kassel stated I think there are things on the ranking sheets that are not included in the rules, and there are one or two things in the rules that are not on the ranking sheet. We need to ask Mr. Moyer to check into that since he provides that to us. When we do a competitive bid, we need to make sure the rules match the ranking sheet.

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Ms. Kassel stated we have a ranking sheet that we have been using, and it is an excellent sheet. A number of criteria on there are really good. I just want to make sure Mr. Moyer interfaces with Mr. Qualls to make sure they match each other.

**i. Amendment 1, Continuing and Full Disclosure of Public Financing**

Mr. LeMenager stated I would like to delete Section 1.1-008 through the end of that amendment. If you look at the timeline of this, I am not sure what the logic was in 2000, but those sections do not reflect reality. It is a list of things we have never done, that I am not sure anyone ever thought of. I would be interested to know what the history was and where they came from.

Ms. Kassel stated it is probably a Florida Statute requirement.

Mr. LeMenager stated I doubt that.

Mr. Berube stated right now, I know we provide some sort of certification about public financing every year, and Mr. Moyer does that. There is some form that goes with that.

Mr. LeMenager stated this is talking about brochures for prospective purchasers and things like that, which we have never done. Why is it in the rules? These were some wonderful ideas in 2000, long before they ever started selling homes.

Ms. Kassel stated I do not think so. I know when I bought my home, there was a document given out. It was general and explained how the District is financed and there are bonds to pay off. That information was given out.

Mr. Walls stated this may be a requirement of State law. I cannot imagine it would have been included in the rules for any other reason.

Mr. Berube stated I agree in keeping these rules on public financing because we do something with it every year. Mr. Moyer handles something for it. The one piece that I agree with Mr. LeMenager that needs to be deleted is 1.1-015, which is the provision for a three-day waiting period.

Ms. Kassel asked would Mr. Qualls confirm if these rules are required by Florida Statute?

Mr. Qualls stated yes, I will. There is a requirement, I believe in Chapter 190, Florida Statutes, to disclose some things to potential buyers.

Ms. Kassel stated the rule references Section 190.011(15), Florida Statutes.

Mr. Qualls stated I am pulling all that up and will review it now. I am not ready to opine on all of these.

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Ms. Carole Greenwald stated I had an occasion at a luncheon to sit next to the individual who is the principal partner of the law firm BakerHostetler. I mentioned to him this three-day clause, and I asked him if it was a clause that we should be concerned with. He responded yes, absolutely. He said that was put in the rules at the request of Mr. Jim Lentz and himself in drafting the documents. He said it does pertain primarily to the developer and builders. He said it does not apply with regard to resales, but it absolutely should be included in all new home and development sales. As a standard, I can tell you that the Board of Realtors has a clause that I attach to all contracts that I write, which is an addendum addressing the District in accordance with that, even though he said as realtors, we do not have to do it. We are still complying with it. The question is, for new home contracts, does that contract reference the District in compliance with that clause?

Mr. LeMenager stated absolutely not.

Ms. Greenwald stated I totally agree with you.

Ms. Kassel asked how does the District enforce that?

Mr. LeMenager stated we do not.

Mr. Berube asked then why do we have the rule?

Mr. LeMenager stated someone was supposed to sign contracts when the builders came in and decided they wanted to build here. I laugh thinking if you would ever get Lennar to agree to something like that. No one would come here and build.

Mr. Berube stated that is correct. No one would give you a three-day right of rescission on a house. Mr. Lentz wrote this.

Ms. Kassel stated it might be Florida law.

Mr. Farnsworth stated I was under the impression that it was a legal requirement.

Mr. LeMenager stated when you sign a contract to buy anything other than a condominium, the instant both sides have signed the purchase and sale contract, you have a deal. You do not get out of it, period. We explain this to our clients. There is no free “look” period. The only free “look” period is for condominiums. Once you sign a contract on a house and give them your money, you have a deal and you cannot back out. There is no waiting period in Florida.

Ms. Kassel stated Mr. Qualls will look into this requirement for now.

Mr. Qualls stated I am reviewing this, and I see where there is specific authority for this rule. My first step will be to read those provisions, which is probably included in the



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general powers of the District. I will see what the law says. It will not take but just a moment to provide you with the answer you need.

Mr. Berube stated the difference is to know if we *can* do this or if we *must* do this. If we must do it, then we need to know how to enforce it.

Ms. Kassel stated we need to at least know the extent of our obligations for this particular provision.

Mr. LeMenager stated this amendment talks about reporting requirements and other things that we have never done. We actually far exceed what is in here because it is on the website every month, including the financials. We do not need to provide a six-month report.

Mr. Berube stated we do report the public financing. If Mr. Moyer was here, he would explain what we do about that. We do put a public financing document out there, and it becomes part of the package. It is probably like a consent agenda item and is done once a year that has to do with public financing. It must be to satisfy at least part of this.

Mr. LeMenager stated I want to get rid of 1.1-008 through 1.1-015. I do not see any need for them.

**ii. Amendment 2, Vendor Purchase Policy**

Mr. LeMenager stated this looks fine as is.

**iii. Amendment 3, Three-Day Right-To-Rescind Purchase Contract**

Mr. LeMenager stated I do not see any need to keep this amendment.

Mr. Berube stated we have a realtor at this meeting who says these three pages are not included in any sales package.

Ms. Greenwald stated I have not seen it in any new home contract.

Mr. LeMenager stated we all bought houses here. Have you ever seen this?

Mr. Berube stated no.

Mr. LeMenager stated I bought mine in 2004, and I never saw it.

Ms. Greenwald stated it was only until the attorney who wrote it said that it still absolutely should be complied with.

Mr. LeMenager stated it is interesting he said it was Mr. Lentz and him because obviously Mr. Lentz was the developer in 2004, and he evidently did not sign any contracts to that effect with builders.

Ms. Greenwald stated the point is, if it is included in the rules, then it should be followed. It is not up to just our opinion. I agree that we need to get to the bottom of it.

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Mr. Berube stated the signatures on this amendment were Mr. Lentz and Mr. Gregory Butterfield, who was the Chairman at the time. I am in favor of eliminating whatever we cannot enforce.

**iv. Amendment 4, Procedural Rules on Animals, Habitat, and Wildlife**

Mr. Walls stated I thought we struck this provision, but apparently not.

Ms. Kassel stated for members of the audience, this particular amendment requires that the District and the HOA meet with the companion Animal, Habitat, and Wildlife Committee (“Animal Committee”), which is a committee that is empowered through the declarations, covenants, conditions, and restrictions, which is an HOA document that everyone is supposed to get when they buy a house here. They are a set of guidelines and rules for residents and owners. This amendment says that once a year, the District and the HOA along with the Animal Committee will get together to make sure that they are coordinating things. This coordination shall be either by an annual joint meeting or by coordination of the District manager. A written policy shall be adopted, which may be modified at least annually, by reference to this amendment. The written policy shall address any specific implementing details coinciding with those certain general and specific powers of the District with the HOA Harmony rule on residential properties restrictions, guidelines, and goals concerning animals, habitat, and wildlife, including the activities of the HOA Animal Committee. The committee has not really been active for a number of years. I do not think this annual meeting with the District and the HOA around these issues ever happened. I do not know if we need to strike it. The committee is being revived and may have a slightly different role. The committee may have an advisory role to the HOA management company. I think it is premature to strike this rule.

Mr. LeMenager stated I would like to strike exhibit A, which talks about implementation and different colors and shapes for dog tags and specifying the actual registration card.

Ms. Kassel stated yes, we are not there yet.

Mr. Berube stated I sit on the Board for the District as well as the HOA. I was on the Animal Committee, as well. The more people you have with opinions, the more opinions get wide and segregated. Then everyone gets mad at each other, and it drops off. My thought is that the District has really never been able to manage the animal issues, specifically the dog parks with the tags and registration, simply because we do not have

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the resources. That does not necessarily mean money; it just means devoting people and a little money.

Ms. Kassel stated it was never the District's role. It was going to be the Harmony Institute's role to do all this.

Mr. Berube stated that is correct.

Ms. Kassel stated Harmony Institute was doing it for a while, but it dropped off. The Animal Committee was going to take that over, but the people taking it over moved away. It fell by the wayside. That does not mean it cannot be reinstated. It does not mean that it even should be, but that does not mean that we strike this annual meeting with the HOA Board and the District. Maybe we invite them to one of our meetings to have this discussion, along with representatives of the Animal Committee.

Mr. LeMenager stated my concern is, we have a very specific role as to what this Board is responsible for, which is maintenance of infrastructure.

Ms. Kassel stated our role is not just that.

Mr. LeMenager stated yes, it is.

Mr. Berube stated yes. Chapter 190, Florida Statutes, is pretty clear on that.

Mr. LeMenager stated it is. When we start talking about coordinating things with the HOA, I am not really sure it is legal. That was the question I had, if exhibit A is even legal.

Mr. Walls stated for me, this is an operational issue. If you want to invite the HOA to have a joint meeting, we can do that. Nothing prevents us from doing that. We do not need it in the rules.

Ms. Kassel stated it is already a rule; it is not like we are making a new rule.

Mr. Berube stated we are trying to clean up things that we cannot do much about. We have proven that we cannot do much with animals.

Ms. Kassel stated no one is saying the District is doing something with animals. This is to coordinate with the HOA about issues related to animals, habitat, and wildlife. No one is saying the District will take on new responsibilities regarding animals.

Mr. Walls stated we can take it upon ourselves to do that. I am not saying we can or that we should not. I do not know if it needs to be a rule.

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Mr. Farnsworth asked what coordination are we actually doing with the HOA? Even if we were having meetings, what exactly are we coordinating with them? It sounds like a task that belongs to them, not to us.

Mr. Berube stated until the Animal Committee is formed and is operational.

Ms. Kassel stated it is formed and it is operational.

Mr. Berube asked what is it doing?

Ms. Kassel stated any number of things. Shall I list them now?

Mr. Berube stated no. This ought to be with the HOA. We should take this amendment completely out. If there is some coordination that needs to be done, that is fine, but we do not need to devote 12 pages to these issues. I am in favor of striking it. If we need to revisit it at some point as the Animal Committee rises up and has a need for coordination with us, that is fine. Right now, we have a rule that we have not done anything with in almost 10 years.

Ms. Kassel stated that is not true. If you look at page 51 of the workshop agenda package, Section 1.3.4 says “the special powers of the District provide for: (1) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property under Section 190.012(1)(g), Florida Statutes; (2) unique, specialized transportation facilities under subsection 190.012(1)(d), Florida Statutes; (3) parks and facilities for such diverse but appropriate indoor and outdoor uses for recreation, culture, and education under Section 190.012(2)(a), Florida Statutes; and (4) precedent-setting and innovative projects to coincide with the powers of the HOA to help facilitate, maintain, and enhance the special purpose and character of the Harmony Community.”

Mr. Berube stated section (4) to me says that the HOA should be the lead. They should come to us for help, use of District lands, or whatever the case, but the HOA should take the lead, based on the language “to coincide with the powers of the HOA.”

Mr. LeMenager stated we do not coincide with the powers of the HOA.

Ms. Kassel stated we have not been.

Mr. LeMenager stated we do not, period.

Mr. Walls stated coordination is a good thing. It is good to get together to make sure everyone knows we are all on the same page, but we do not need a rule for that. We

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should just do it. The same thing will happen in two or three years when one committee goes away. If we have it in this rule and the committee is gone, then what do we do?

Ms. Kassel stated if you take the rule out, it will never happen.

Mr. Walls asked why not? We sit on this Board. We can decide what does happen.

Mr. Berube stated Ms. Kassel can make things happen since she sits on the Animal Committee as well as this Board. She is very persuasive and could encourage this Board to do things that it may not otherwise want to do. I would suggest that someone makes a motion about dropping this amendment.

Mr. Farnsworth stated before you do that, there are items in there regarding dog park instructions, tag forms, and so forth.

Ms. Kassel stated those need to go.

Mr. LeMenager stated I think we are all in agreement that we can get rid of exhibit A.

Ms. Kassel stated I disagree.

Mr. LeMenager stated exhibit A includes all those things.

Ms. Kassel stated that is not all exhibit A is. It includes dog park rules.

Mr. Farnsworth stated in the package we received, something about exhibit A was repeated before and after.

Ms. Kassel stated yes, it was.

Mr. LeMenager asked do we not have dog park rules?

Mr. Qualls stated this includes something very interesting. See how the habitat and policies have “draft” across the page?

Mr. Berube stated it was never adopted.

Mr. Qualls stated I think this is just a draft, and it is not even a rule now. As far as having joint meetings with the HOA, what you want to consider is that those meetings still have to be in the Sunshine. You will have to advertise it, so it will be a Board meeting plus an HOA meeting. Nothing prohibits you from doing that. Nothing says you should not do it. It is probably a good policy, but anything after page 1 says “draft,” so I am not sure that this is an official rule.

Ms. Kassel stated perhaps we can find out before we move to strike it.

Mr. Berube stated the reason it says “draft” is because it was never adopted.

Mr. Qualls stated you may not have to strike it if it is a draft.

Mr. Berube stated there are not even any signature lines.

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Ms. Kassel stated it may just not have been a clean version provided.

Mr. Berube stated this is our whole rules package.

Ms. Kassel stated yes, but if it is our rules package, then it was probably adopted and never taken out of draft format.

Mr. LeMenager stated everything else has the date of adoption on it. This one does not have that any place on it.

Mr. Berube stated that is exactly right.

Mr. Walls stated it does not really matter to me. I just do not see the need for it either way. Can we take a voting action in a workshop?

Mr. Qualls stated no.

Mr. Walls asked we just take a consensus?

Mr. Qualls stated this workshop is to put the rules together. Then you will have to advertise an intent to adopt whatever changes you make at a Board meeting. That is when you make all the changes based on the workshop discussions. That is when you make the rules package official.

Mr. Berube stated we have a difference of opinion from one Supervisor versus four wanting to make a change to this rule. We are at an impasse. How do we make that decision without taking a vote?

Mr. LeMenager stated we did not take votes at any previous rules workshops.

Mr. Qualls stated I do not think you need to make that decision. We need to research whether or not these were ever actually adopted. If there was not a motion at a meeting to adopt these specific rules that are marked "draft," then all of this becomes a moot point. If it turns out that the Board did adopt it, you cannot make a decision to rescind rules outside of an advertised meeting of an intent to adopt or to change the rules. This meeting is just a workshop. It is a good question, and I have a note to confirm that. Ms. Brenda Burgess will look into it, also if we can find the minutes where this was adopted. At this point, it all says "draft." It is not a rule as far as I am concerned. It is on the website, but I do not think that makes it a rule.

Mr. LeMenager stated with respect to Ms. Kassel's comment on page 59 of the document for the dog park rules, I think we should move that to Chapter 4. I do not think it belongs in Chapter 1.

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Ms. Kassel stated that is fine. On the dog park rules, items 2 and 11 should be removed. Item 2 is not valid, and item 11 needs attention. Item 2 talks about dogs being registered with the Town of Harmony and dogs need to have the appropriate tags on their collars. We do not have tags, so that item should be stricken.

Mr. LeMenager stated this should be moved to Chapter 4, so some of the introductory language for this rule should be amended slightly so that it fits with the way we have written Chapter 4.

Ms. Kassel stated unless this is not just a draft and we end up keeping some of it.

Mr. LeMenager stated I would still put it in Chapter 4.

Mr. Walls stated I agree, and we would insert it in Chapter 4. We can put the language the way we want it to be.

Mr. Qualls stated this just does not look like a formally adopted rule. It is a different format. I have never seen this before.

Ms. Kassel stated I have seen it many times.

Mr. Qualls stated I need to confer with Mr. Moyer and Ms. Burgess.

Mr. Berube stated we wrote this and there is another page that goes with it titled Harmony Dog Park Non-Resident Permit Application. They have been floating on the website, as well. When there was a lot of talk years ago about what was going on at the dog park, we put these rules together.

Ms. Kassel stated no, these rules have been in existence since before 2004. At that time, Harmony Institute was having people register their pets, and these dog park rules applied then.

Mr. Walls stated we need to take what is applicable here and put it in Chapter 4.

Mr. LeMenager stated I agree.

Mr. Qualls stated that is no problem. We will make sure they are consistent.

Mr. Farnsworth stated this seems applicable to the HOA.

Mr. Berube stated that is what I am saying. I am in favor of dropping all the animal rules.

Ms. Kassel stated no, because we have dog parks.

Mr. LeMenager stated the dog park rules should be included in Chapter 4. We have rules for how to use the boats and soccer fields.

Mr. Farnsworth stated yes, for usage.

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Mr. LeMenager stated that is what these rules are for, usage.

Mr. Farnsworth stated that is fine, but not the other material.

Mr. LeMenager stated I agree. We do not need that in our rules. I agree with Ms. Kassel that we need to keep the rules for use of the dog parks.

Ms. Kassel stated item 2 needs to be stricken. Item 11 says “Children eight years old and younger are not allowed in the off-leash dog areas. Handlers must be 16 years of age or older unless supervised by an adult.” That is impractical.

Mr. Walls stated we can strike it.

Ms. Kassel stated I do not know if we can strike it, but perhaps we should say children under 12 years of age should be supervised by an adult. Dogs get into dog fights, and an eight-year-old child cannot pull their dog off another dog that is either being fought with or that is doing the fighting. I would like to amend that to say “Children under 12 years of age should be supervised by an adult at the dog park.”

Mr. Berube asked how do you enforce that?

Ms. Kassel asked how do we enforce this current rule?

Mr. Berube stated we do not, and that is the problem.

Ms. Kassel stated we do enforce it, in that, the people at the dog park make comments to other people, so it is enforced that way.

Mr. Berube stated item 10 says “No dog less than four months of age is allowed outside the small dog area unless carried by its handler.”

Ms. Kassel stated that is questionable, too. The purpose of that rule is to prevent dogs that have not been fully immunized from being exposed to the diseases of adult dogs or diseases that adult dogs may carry.

Mr. LeMenager stated the idea is to give this rule to people and say these are the good rules for how you should use the dog parks, and you hope they follow them.

Ms. Kassel stated these rules are posted in both dog parks.

Mr. LeMenager stated that is why we do not have people coming to meetings saying their dog died, like happened once.

Mr. Berube stated the problem becomes, which we have had before, certain people read the rules and want them enforced. If we cannot enforce it, then we should not have it. That is a problem. People in this room have raised that point to me: we have this rule and how do we enforce it. I respond by saying that we do not.



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Mr. Farnsworth asked is there anything wrong in calling them guidelines?

Mr. LeMenager stated we send Mr. van der Snel to address it with them. He does a great job at that.

Mr. Berube asked are we leaving item 10 as is?

Ms. Kassel stated we could amend it to say “Until a dog is fully immunized, it should not be allowed inside the dog parks.”

Mr. Farnsworth stated unless there was an incident and someone brought in a dog that was not fully immunized, you would not even know it.

Mr. Berube stated again, it is the question of how to figure it out.

Ms. Kassel stated dogs get immunization shots at six weeks old and 12 weeks old, maybe 16 weeks, as well. That is why this is included.

Mr. Berube stated we can leave 10 alone. How do we want item 11 to read?

Ms. Kassel stated “Children under 12 years of age should be supervised by an adult at the dog park.”

Mr. LeMenager stated to my point about putting this with Chapter 4, we have identified rules for pool use and use of the dock. Whatever ages we have for those should be consistent with this rule.

Mr. Walls stated they are different for both.

Mr. Berube stated the age for pools is 16 years old without supervision, and the age for the docks is 12 years old. Anyone younger than that has to be supervised. Ms. Kassel suggested age 12 for the dogs, which is consistent with the docks.

Mr. LeMenager stated that works.

Mr. Walls stated the pools and the dock are enforced by the access card restrictions. I almost think you need something at the top that says it is incumbent on users to self-enforce and do not ask us to go police it.

Ms. Kassel stated I do not see why our District field staff cannot enforce these things like they enforce at the dock or at the pool if a resident contacts them.

Mr. Walls stated with an access card, they can verify if a person is too young or whatever the case. With the dog park, no access card is required.

Mr. Berube stated it is a public area.

Mr. Walls stated I could bring my dog, which is four months old. But how will you know?

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Ms. Kassel stated I can age a dog pretty well.

Mr. Walls stated I am not that good at it, but I think there needs to be some language that says these are guidelines.

Mr. LeMenager asked do we register dogs and make sure they wear collars?

Mr. Berube stated no.

Ms. Kassel stated that is why Section 2 needs to go.

Mr. LeMenager stated so there is no dog registration now.

Mr. Berube stated correct.

Ms. Kassel stated it does not matter if they have an access card or not. Generally how anything is enforced, whether it is at the pool or the dock or the dog park, if someone has a complaint, they contact Mr. van der Snel. A District field staff member goes to that location and addresses the issue.

Mr. Walls asked if someone says that a dog is too young for the dog park and Mr. van der Snel goes down there, how will he verify that?

Mr. LeMenager stated no one is going to say that.

Mr. Walls stated that is what I am saying. Why have a rule, then?

Mr. Berube stated that is right.

A Resident stated it is a suggestion to protect your animal's health.

Mr. Walls stated that is correct, but it is not a hard-and-fast rule that we can enforce.

Mr. Berube stated every so often, people read these rules and take them very literally, and it puts us in a bind. We need to avoid being in a bind.

Mr. LeMenager stated not really. I disagree with that. It does not put us in a bind.

The Resident stated it does not put you in a bind; it protects you. If you are already putting it out there that they need to follow these rules and someone does not, then you are not liable.

A Resident stated that is what it comes down to. These are rules to protect you. You put them out there whether anyone follows them or not.

A Resident stated you have covered yourself with the rule. If they have not read them, it is their problem because it is public knowledge on a public website. They should have read it and understood it.

Mr. Walls stated just like we have people coming here and telling us to trespass people from the ponds, but we cannot do it. There was an incident last night when

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someone tried to call law enforcement. They came out and said they could not do anything because no one was breaking the law.

Ms. Kassel stated the signs are being removed.

Mr. Walls stated the signs are there, which is why the residents called the sheriff.

Mr. Berube stated we replaced the signs.

Mr. Walls stated the sheriff's office came out and said they were not going to do anything. We create these situations where people think we can enforce things, but we cannot.

Ms. Kassel stated we need to have Mr. Moyer or someone contact the sheriff's department and talk with them about enforcement.

Mr. Walls stated the sheriff's department has been talked to many times.

Mr. Berube stated over and over. Depending on how you phrase the question to anyone from the sheriff's office might get you the answer you want, but not every time.

Mr. Walls stated the other night when the deputy came out, he told the person who called that they could be charged with a crime for interfering with someone who is legally fishing.

Ms. Kassel stated several years ago when we had the *No Fishing* rule and we did a lot of research to put the signs up, we paid Mr. Qualls a lot of money to do some research about those signs. Is that legal or not? Is it enforceable or not?

Mr. Qualls stated I knew the issue of fishing would come up tonight. We provided that research to you, and that memorandum speaks for itself. It is good law. Regarding questions of enforcement, any government that has the ability to adopt rules and impose laws has to wrestle with enforcement issues. Your job, as a policy-setting Board, is to say what you think the appropriate rules are, and you are spot on regarding the maintenance of infrastructure, which is the pinpointed, sustained maintenance of District facilities. That is your job, to make rules to that effect. Whether or not they are enforced is a good question, and you have to consider that. It is difficult to draft a rule that is going to be enforced every time. If people are going to bend the rules, then they are going to bend the rules, but that does not mean you stop setting rules. As far as fishing in the ponds, you can adopt rules concerning the long-term maintenance of those ponds. It is your job to maintain those ponds. You have the ability to adopt rules, but they need to be in furtherance of maintenance of the ponds. It needs to be a rule to that effect. You had the

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signs, and I believe there is good health, safety, and other reasons for what a previous Board did when they adopted that rule. But this Board has since changed that rule. You have precedent of doing it either way, and I think this Board, as the policy-setting arm, has the ability to either try to prohibit that or not prohibit it if it is furtherance of your single purpose, which is maintaining District infrastructure.

Ms. Kassel stated a translation of what Mr. Qualls said is to not be so concerned about enforcement since our purpose is to set the rule, not to enforce it, so we should not be so concerned about enforcement. Is that accurate?

Mr. Qualls stated no, not exactly.

Mr. LeMenager stated I heard it that way.

Mr. Berube stated no, he is saying you cannot always consider enforcement.

Mr. Qualls stated one principle of any rule you set is, can it be enforced. If it will cost a lot of money and resources to enforce a particular rule, then you do not have to do that. I am not at all saying not to be concerned about enforcement. I am saying the purpose of a rule workshop is to look at sound public policy in furtherance of carrying out our single purpose. If you are changing a rule, then you need to understand why a rule was adopted in the first place and why it was changed. You need to think all those things through. I am not at all saying not to be concerned about enforcement. I am saying the purpose of this workshop is to try and set policies. You will always have to deal with the question of how to better enforce the rules that you have. It is almost a separate subject altogether.

Mr. Berube asked are we keeping Section 10 as it currently reads?

Ms. Kassel stated it is confusing as it currently is, "No dog less than four months of age is allowed outside the small dog area unless carried by its handler." That does not make sense. It really should say, "No dog less than four months of age should be allowed on the ground in either dog park."

Mr. LeMenager stated Ms. Kassel is correct that it makes no sense. These are the rules of the dog park, and it is trying to refer to some action outside the dog park.

Mr. Berube stated no, the small dog area is the little, closed air space.

Mr. LeMenager stated no, it means the small dog park.

Ms. Kassel stated that is correct.

Mr. Berube stated but it says "area."

Mr. Walls stated now we have multiple dog parks.

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Mr. Berube asked why else would you say that?

Mr. LeMenager stated it means the small dog park.

Ms. Kassel stated it should just say “No dogs younger than four months of age are allowed in the dog parks unless fully vaccinated.” We can even say “No unvaccinated dogs in the dog parks.”

Mr. LeMenager stated that works. That is even easier.

Mr. Berube stated rule 11 will be children under 12 years old instead of eight.

Ms. Kassel stated it should say “Children under 12 years old should be supervised by an adult.”

Mr. Qualls stated “should” is permissive.

Ms. Kassel stated then substitute “must” for “should.”

Mr. Qualls stated I am not saying you cannot include “should” in the rule, but it is almost a suggestion at that point.

Ms. Kassel stated everything else says “must,” so this one will, too. Pages 57 and 58 are the same as pages 63 and 64, which is part of exhibit A.

### **B. Chapter 3, Membership Rates, Fees, and Charges for Use of Recreational Facilities**

Mr. Berube stated we will probably discuss fees as part of the discussion for Chapter 4, but this rule already addresses it.

Mr. LeMenager stated this rule is for people who do not live here. If a non-resident actually wants to use the facilities, they have to pay \$1,000.

Mr. Berube stated the title indicates that it is for everyone.

Mr. Farnsworth stated I agree.

Ms. Kassel stated it is for non-residents.

Mr. Berube stated the heading does not say that.

Ms. Kassel stated Section 1.03 addresses rates, fees, and charges for non-resident use of recreational facilities, which shall be an annual non-resident membership fee of \$1,000.

Mr. Berube stated I agree with you, but the heading of the rule does not say it is for non-residents. It looks like a fee schedule.

Mr. LeMenager stated it is, for people who do not live here. It does not need to be fixed.

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Mr. Berube asked where are we going to list the fees? On that page or a different page?

Mr. LeMenager stated it goes in the back.

Mr. Walls stated it can be a section in Chapter 4.

Mr. Farnsworth stated but Chapter 4 refers to Chapter 3.

Mr. Berube stated yes, it does.

Mr. Walls stated in terms of the \$1,000 fee.

Mr. Farnsworth stated no, it refers to the fee schedule.

Mr. Walls stated I do not think it specifically says Chapter 3, though.

Ms. Kassel stated no, it refers to another fee schedule that the Board decides at their discretion.

Mr. Berube stated that is correct, and Chapter 3 is the only fee schedule that we have.

Mr. LeMenager stated yes, you are correct.

Ms. Kassel stated the idea was not to put a fee schedule in the rules but to have a policy about a fee schedule that we would change from time to time.

Mr. LeMenager stated no, if we are going to have fees, they should be in the rules.

Mr. Walls stated I disagree because then you cannot change them.

Mr. Farnsworth stated you can, but you cannot do it quickly or arbitrarily.

Mr. Walls stated we would have to do it at a meeting, and it has to be voted on. If it is in the rules, then we have to go through the whole rulemaking process, including a workshop like this and a public hearing. It does not make sense.

Mr. Berube stated we are going to designate a fee schedule, but we need to decide where it will be and if it is going to be a rule or a policy.

Mr. LeMenager stated Section 8.6 is for fees and charges.

Mr. Walls stated yes, and it references a fee schedule.

Ms. Kassel stated right.

Mr. LeMenager stated not Chapter 3.

Ms. Kassel stated I recall Mr. Moyer and perhaps Mr. Qualls telling us that we do not want to put the fee schedule into the rules; we want to keep them separate. We have a fee schedule, and the rules refer to the fee schedule. The fee schedule should not be part of the rules.

Mr. Berube stated okay.

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- Section 1.01, Purpose and Effect: *no change*
- Section 1.02, Necessity: *no change*
- Section 1.03, Schedule of Rates, Fees, and Charges: *no change*
- Section 1.04, Effective Date: *no change*

### **C. Chapter 4, Parks and Recreation Facilities Rules**

Mr. LeMenager stated we spent a lot of time on this chapter last year. The only thing I thought we would discuss is the fee schedule. Otherwise, I am totally happy with Chapter 4.

- Section 1.1, General Use: *no change*
- Rule 1.2, Special Event: *no change*
- Section 1.3, Organizer: *no change*
- Section 1.4, Dock Master: *no change*
- Section 1.5, District: *no change*
- Section 1.6, District Office: *no change*
- Section 1.7, District Manager: *no change*
- Section 1.8, District Swimming Pool Facilities: *no change*
- Section 1.9, District Buck Lake Dock and Boat Facilities: *no change*
- Section 1.10, District Park and Playground Facilities: *no change*
- Section 1.11, District Recreation Facilities: *no change*
- Section 1.12, A District Resident Includes: *no change*
- Section 1.13, Family: *no change*
- Section 1.14, Guest: *no change*
- Section 1.15, Non-Resident Owner: *no change*
- Section 1.16, Lease Agreement: *no change*
- Section 2.1, Violation and Reporting: *no change*
- Section 2.2, Enforcement and Penalties: *no change*
- Section 2.3, General Policies: *global change for operating hours to be 30 minutes before sunrise to 30 minutes after sunset except for pools and boats*

Ms. Kassel stated I would like rule 2.3.1 to say “Swimming and fishing are prohibited in all District-maintained ponds.”

Mr. Berube stated I do not agree.

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Mr. LeMenager stated we did it before, and the community voted incredibly loudly that they were happy with the decision.

Ms. Kassel stated I know the pool hours have to be 30 minutes after sunrise to 30 minutes before sunset. But going out on the dock or using the parks or dog parks, I do not understand why those hours cannot be 30 minutes before sunrise to 30 minutes after sunset.

Mr. Berube stated they can be anything we want.

Mr. LeMenager stated not the dock. We have an agreement with a separate organization for the dock.

Mr. Berube stated that organization does not care when we use that dock.

Mr. LeMenager stated we still need to check to make sure what was in the original agreement between the parties, and I am guessing the hours are 30 minutes after sunrise to 30 minutes before sunset.

Mr. Walls stated we paid for that dock, so I am sure they would be willing to negotiate. I agree with Ms. Kassel, and I would even be fine with sunrise and sunset.

Ms. Kassel stated people want to go see the sunrise. They do not want to get there at sunrise because it is too late already.

Mr. Berube stated I checked it today, and 40 minutes before sunrise was light enough to see safely. For most of an hour after sunset, it is still bright enough where safety is not an issue.

Mr. LeMenager stated unless it is a day like today when it is foggy.

Mr. Berube stated yes, even today.

Mr. Walls stated I am in favor of the new times at the lake and the parks. It would not apply to the boats, just the dock.

Ms. Kassel stated it would not include the boats or the pools.

Mr. Berube stated it is addressed in only place in the rules, so it is easy enough to fix. I read through them because I wanted to find where the rule was. Officially, all District facilities are open 30 minutes after sunrise until 30 minutes before sunset.

A Resident stated the park next to the boat dock is supposed to be closed at dusk, which does not make a lot of sense. I live on Bracken Fern and if I want to see someone on Primrose Willow, I am not supposed to be walking through there.



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Mr. LeMenager stated you can walk down the path with a flash light. No one will care. All we are saying, though, is if you trip and fall, it is not our fault because you were there after hours.

Mr. Walls stated we need to add language for the new hours for the Buck Lake section. We can direct staff to go through and find any section that references the hours and add language to section 5 for operating hours from 30 minutes before sunrise to 30 minutes after sunset.

Ms. Kassel stated include the dog parks.

Mr. Berube stated it will be for all facilities except the pools.

Ms. Kassel stated and except for boats.

Mr. Berube stated we do not need to adjust the boats because the reservation system will not allow it.

A Resident asked when is the earliest we can use the boats?

Mr. van der Snel stated 7:30 a.m. until 5:00 p.m.

The Resident asked can a boat be reserved twice in the same day? I do not know if the batteries can handle that. We can reserve them in four-hour blocks.

Mr. van der Snel stated if the bass boat is reserved from 7:30 a.m. to 11:00 a.m., it cannot be used again until after 1:30 p.m. so we can recharge the batteries. One time, a resident wanted to use the bass boat for the entire day, and that cannot happen because we have to recharge the batteries, which takes about 2.5 hours.

- Section 3.1, Picture Access ID Cards: *no change*
- Section 3.2, District Manager Discretion: *no change*
- Section 3.3, Non-District Residents: *no change*
- Section 3.4, Guest Access Cards: *no change*
- Section 3.5, Contracts for Execution Prior to Use of District Recreation Facilities: *moving to section 5*

Mr. Walls stated as a matter of housekeeping, this rule references the boat use agreement, but it is not in the boat section. Despite what it says at the top, this is about the boat use agreement, which should probably go in section 5.

Ms. Kassel stated so move this point to somewhere in section 5.

Mr. Walls stated yes.

Mr. LeMenager stated I agree.

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Mr. van der Snel asked should the boat use agreement also be adjusted for the \$250 deposit no longer required?

Mr. Walls stated not yet.

Ms. Kassel stated we have to go through the whole process of changing the rules first.

Mr. Berube stated it will be two or three months, more than likely.

Mr. LeMenager stated we have not changed anything. Tomorrow, you still require reservations 24 hours in advance. Nothing on that changes until we vote tomorrow night, and then you can do it.

Ms. Kassel stated that is not true. The 24-hour policy is a policy, not a rule.

Mr. LeMenager stated I appreciate that, but we cannot do that at this meeting.

Ms. Kassel stated yes, I understand what you are saying.

Mr. van der Snel stated we have no boat reservations for tomorrow.

- Section 4.1, Pool and Pool Facilities Condition: *no change*
- Section 4.2, Pool Hours of Operation: *no change*
- Section 4.3, Available to Registered Residents: *no change*
- Section 4.4, Children 15 and Under: *no change*
- Section 4.5, Number of Guests: *no change*
- Section 4.6, Access Privileges Suspended: *no change*
- Section 4.7, Swimming When Facility is Closed: *no change*
- Section 4.8, Alcoholic Beverages: *no change*
- Section 4.9, Smoking: *no change*
- Section 4.10, Glass Bottles: *no change*
- Section 4.11, Animals: *no change*
- Section 5.1, Age Restrictions for Use of Buck Lake Dock and Boat Facilities: *no change*
- Section 5.2, User Responsibility: *no change*
- Section 5.3, Incident Reporting: *no change*
- Section 5.4, Final Authority: *no change*

Mr. Berube stated on the subject of making the boats easier to use, Mr. van der Snel and I have had this conversation many times. We currently have the boat reservation system set up for 24 hours in advance. Frequently, boats are available. Mr. van der Snel has done the right thing in adhering to the rule that we provided him with, which says that

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if you do not have a reservation, you do not get the boat. That is frustrating to people sometimes because the boats are sitting there, but no one can go out. He is sticking with the rule that we gave him that says you cannot use the boat if you do not have a reservation. I recommend that we give Mr. van der Snel the discretionary authority to allow residents to use the boats.

Mr. LeMenager asked where in the rules does it say 24 hours?

Mr. Berube stated it does not, but it is part of the reservation system that says you need to have a reservation.

Ms. Kassel stated this is a rulemaking workshop. Do we discuss that now?

Mr. LeMenager stated no, that is a policy that we can discuss tomorrow. We cannot make any decisions tonight. Anything we decide tonight does not count. We will address it tomorrow at the regular meeting. We cannot make any motions or take any votes tonight.

Mr. Walls stated I understand where Mr. Berube is going with a last-minute request to reserve a boat. I do not know if it is a rule or not, but on the reservation system, you should only be able to have one active reservation at a time.

Ms. Kassel stated no.

Mr. Walls stated I would like to see it that way so that I cannot reserve the boat every Saturday right now for the next three months. The way the system is now, you can do that. I think it needs to be limited to one active reservation at a time to give everyone the opportunity to use the boats. If you look at the system now, which I just did on Monday for Saturday, that day is packed. We need to give everyone the opportunity to use the boats, so we limit reservations to one active reservation at a time. When that reservation is complete, then you can make another one, but you cannot stack them on top of each other.

Ms. Kassel stated one might be a little limiting, but we could make it perhaps three.

Mr. Walls stated if you look at the boat use report, there are a lot of people who use the boats but many of them are the same people. I just want to make it fair for everyone, especially on weekends, so that everyone has a chance to go out. The way the batteries work, if you have one or two trips on the boat, it is done for the day. I do not know if that is a rule or maybe more of an operational issue that we discuss tomorrow.

Ms. Kassel stated we will discuss it tomorrow.

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A Resident stated if you are looking at the reservation system, you might want to put in a cancelation option somewhere.

Ms. Kassel stated it is there now.

Mr. Farnsworth asked so we cannot discuss what Mr. Berube suggested about the reservations?

Mr. Berube stated they are correct. We are discussing rules at this workshop, and that item is a policy.

Mr. LeMenager stated we can discuss it.

Mr. Farnsworth asked what is the difference?

Mr. Berube asked do you want to allow the boats to be used without a reservation?

Mr. Farnsworth stated if they are not already reserved. The reservation process is to guarantee that if you want a particular boat on a particular day, you are guaranteed that you have it. By the same token, if you walk down to the dock and the boats are sitting there and no one is using them, why can you not take it out? Just because you have to reserve it 24 hours in advance? No one is using it.

Ms. Kassel stated I do not think anyone on the Board is in disagreement with you.

Mr. Walls stated it has to be up to the dock master. Someone may be taking the boat out later in the day.

Mr. Berube stated right now, Mr. van der Snel goes strictly by the rules, which say that you need a reservation 24 hours in advance.

Mr. Farnsworth stated I understand.

Mr. Berube stated every single boat could have no reservation for Saturday. The boats could be completely available. Right now, if someone walks down there and requests to take out a boat, he will say no, only because he is sticking to the rules, and it is the right thing to do.

Ms. Kassel stated it is not a rule.

Mr. Berube stated it is a policy. What he is asking for, and I agree in giving it to him, is the power of discretion to release a boat, all other things being equal—attended boat orientation, has a deposit on file. For someone who has reserved boats before and comes at the last minute and requests to take out a boat, I want to give him the discretionary authority to permit that.

Mr. Farnsworth stated I agree.

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Ms. Kassel stated I do not think anyone is in disagreement.

A Resident stated if no one has reserved a boat, then there is no dock master down there. He is off doing something else.

Mr. LeMenager stated that is correct.

Mr. Berube stated I understand.

The Resident stated we might have Mr. van der Snel's phone number, but he might be off that day or doing something else.

Ms. Kassel stated we can put up a sign with contact information.

Mr. Berube stated people know how to get in touch with him.

Mr. LeMenager stated my concern is that we give a significant cost advantage to an incredibly tiny number of people who want to then use our employees to forget that really important sprinkler job they are working and come to the dock to let someone use a boat. I am completely against that.

Ms. Kassel stated I disagree.

Mr. Walls stated it is completely at his discretion. If he is available, then he can come down.

Ms. Kassel stated if he is not available right then, he can say he will meet them in an hour or whenever.

Mr. van der Snel stated the only thing I get feedback from is the caller saying they want to use the boat and they do not care what I think.

Mr. LeMenager stated someone will have a sense of entitlement that our District staff member has to drop everything and come to the dock.

Mr. van der Snel stated seven days a week, we have two staff members on duty.

Ms. Kassel stated we do not have a rule; we have a policy.

Mr. van der Snel stated correct. We can accommodate those kinds of requests.

Mr. Walls stated if anyone gives you a hard time, that is when you point at the Board and say you are doing what we told you to do.

Ms. Kassel stated yes.

Mr. van der Snel stated that is where I need the Board to agree that if I say they cannot use the boat, then they cannot use the boat.

Mr. Berube stated that is a rule that says the dock master has the final decision-making authority about releasing the boats.

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Ms. Kassel stated the discretion has to be consistently applied.

Mr. Berube stated yes, that is right.

A Resident stated a pontoon boat is sitting there but it is not working, so people will argue about why it is sitting there.

Mr. Berube stated not everyone knows everything that is going on.

A Resident stated they have to realize if the boat is going out 90 minutes later, they cannot take it out for an hour because as Mr. Walls pointed out, the batteries will not last. You have to accommodate those who have a reservation first.

Mr. Berube stated that is why we do not have multiple dock masters; it all routes through Mr. van der Snel. Whether he is here or in New York, he is available by phone and he knows what is going on. He answers his phone all the time. The one person in the middle knows what is going on and makes the decisions. That way we do not have four people with one saying he can take out a boat when it is not available. That is why I suggested giving Mr. van der Snel the discretionary authority to do it.

Mr. Farnsworth asked in giving him that, do you have a way of manually or remotely entering who took out the boat? They did not make a reservation, so there must be a way of entering it in the system.

Mr. van der Snel stated I think I need to make a form saying that if you want to take out a boat, you may, but I have the affidavit they sign that says when they took the boat out.

Ms. Kassel stated we used to have those forms.

A Resident stated yes, we had to sign a waiver every time we went out.

Mr. Berube stated the inspection form incorporates that, and they have to sign for it.

- Section 5.5, Denial of Use: *no change*
- Section 5.6, Security Deposit: *remove requirement for providing \$250 deposit*

Mr. Berube stated this full section requiring a deposit will be deleted in its entirety.

Ms. Kassel stated there needs to be language, perhaps somewhere else, that says users are responsible for any damage.

Mr. Berube stated this section will just have language that users are responsible for any and all damages to the boat while in their care and custody.

Ms. Kassel stated that language will be in Section 5.9.

- Section 5.7, Boat Usage Orientation: *no change*

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- Section 5.8, Inspection Prior to Boat Use: *no change*

Ms. Kassel stated for Section 5.8.1, I do not think this is done. I do not recall doing it, and I do not recall having seen it done in a while. It reads, “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. A copy of the inspection sheet is available on the District’s website at [www.harmonycdd.org/public-records/rules](http://www.harmonycdd.org/public-records/rules).” I do not think this is done.

Mr. van der Snel stated no, it is not.

Mr. Walls stated this was going to be one of my suggestions that we strike this section and also the security damage deposit. We have never used anyone’s deposit. Boats have been damaged, but we have never collected for that damage, which has mostly been vandalism from unknown people or from someone who had damage accidentally.

Ms. Kassel asked why would we not enforce it if there was an accident?

Mr. Berube stated because we have never had anything of substance worth going after. Not related to this workshop, we had an incident with the sailboat earlier this month that will entail close to \$2,000 in repairs and will require a discussion on what we do with the sailboat. In that case, the \$250 deposit does not cover the amount of damages.

Ms. Kassel stated no, it does not, but this also addresses that upon return of the boat, if there is damage, the \$250 deposit goes toward any damage. If the damage is less than \$250, they receive the balance in return. If the damage is more, then they have to pay the balance within 15 days after being invoiced for the amount that is due.

Mr. Walls stated from an administrative perspective, it is difficult to manage. I think we should have language that says if someone damages the boat, then they are responsible. I provided a credit card number eight or nine years ago. I am quite certain that card is no longer valid, but I have never been asked for another one. Who is checking these items? Do we have the staff and the time to do it? No, we do not.

Mr. Berube stated the bottom line is that the boats are now 10 years old. They are maintained to a certain standard. I do not think there is any resident who would purposely take one out and damage it.

Ms. Kassel stated that is not the point.

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Mr. Berube stated I understand, but if you have a 10-year-old boat that already has some significant wear and tear and someone damages something, the only repair we have is to put it back into new condition. The resident who is charged for that would have a reasonable response that he should not have to pay to put it back to new but only to pay to put it back to the condition that it was. We now have a problem with the sailboat, and it might bring \$2,000 if we sell it, but it has \$2,000 in damage to it. If we sell it the way it is, we will get nothing for it. If we spend the \$2,000 and decide to sell it because it requires money for maintenance all the time, we might receive \$2,000 and might break even. It puts you in a quandary in arguing with residents who already pay assessments that include these boats. Every once in a while, one gets damaged. I think administratively, the deposit requirement is a pain.

Ms. Kassel stated we do not have to do that. We pay our management company to take care of that. It is their responsibility. We really do not have anything to do with it. They have to do it, and that is their mandate. I do not really see what the problem is. What I would like to know from Mr. van der Snel is his experience with boat damage.

Mr. van der Snel stated it is not significant. We had one seat that was torn up, but that was from wear and tear. Most damage happens when there is a north wind and the pontoons hit the boat docks. That is the most damage that we get, which is not from residents.

A Resident stated we are very respectful.

Mr. Walls stated you have to look at the maximum speeds these boats can do.

Mr. Berube stated 2.5 mph.

Mr. Walls stated you can run over something, maybe, by accident, but if it is accidental, then I do not know how we can hold someone responsible for damages.

Ms. Kassel stated if you rent a car and have an accident, you are responsible for damages.

Mr. Walls stated I think we leave the responsibility with the boaters, but from an administrative perspective, get rid of the deposit.

A Resident stated in lieu of the deposit, perhaps you can have a one-time service fee. Anyone who wants to use the boat pays \$50 one time. You can create a fund that has money in it all the time.

Mr. LeMenager stated I like that idea.



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Mr. Berube stated I do not know. We have money in the budget for repairs.

Mr. Walls stated everyone already pays their assessments.

Mr. Berube stated everyone already pays for the boats.

Mr. LeMenager stated that is like the argument in The Villages that you have free golf. What that means is that everyone pays for golf whether or not you use it. Free boats means that everyone pays for boats whether or not you use them. It is not free. A one-time sign-up fee to use the boats for the administrative costs of setting up your account is not a bad idea.

Ms. Kassel stated then we should do the same thing with the dog parks, the pools, the basketball courts, and so on.

Mr. Walls stated it is all part of the package.

Mr. Berube stated now you are penalizing a boat user because he uses the boats. At this point, we are penalizing everyone because there are some boat users, but that is part of the package. You should not get penalized because you want to use a boat. I am in favor of dropping the deposit requirement, also, simply because of all the bookkeeping.

Mr. Farnsworth stated I would prefer to keep the deposit.

Mr. LeMenager stated I am actually starting to agree with Mr. Walls and Mr. Berube; why bother.

Mr. Berube stated the damages to the boats are minimal. No one wants to wreck a boat because they may end up in the water.

Mr. Walls stated if you like to use the boats, you do not want to wreck one because you want to be able to use it again.

Mr. Berube stated right. The biggest damage comes as a matter of fact when the lake is a little rough and people are coming in. The pontoon boats are subject to damage, and you cannot really blame someone because the wind is blowing him into the dock. It is hard to control that with a 2.5 hp electric motor.

Mr. Walls stated I went to back out one time, and the boat shut off, so I ran right into the dock. What are you going to do?

A Resident stated when we first came here, there was one of the pontoon boats with carpet on it. I was told that someone set a fire on it.

Ms. Kassel stated yes, that was vandalism. It was not someone who signed up to use the boat.

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Mr. LeMenager stated that is why we installed the big gate.

Ms. Kassel stated one of the requests we have had by residents is to make the whole boat use process easier. By getting rid of the deposit, we are making it easier.

Mr. Berube stated yes.

Ms. Kassel stated it is one way we are making it easier. I will be proposing other suggestions, as well.

Mr. Berube stated we are in agreement at this time to drop the deposit requirement.

Mr. Walls stated we will still leave the requirement if someone damages the boat.

Mr. Berube stated yes, they maintain financial responsibility, but no deposit will be required on an ongoing basis.

Mr. van der Snel stated the boat class agreement says that the user is fully responsible for what happens on the lake.

Mr. Walls stated we will keep that language.

- Section 5.9, Inspection Upon Return of Boat: *no change*

Mr. Walls stated this reads, “A Dock Master will complete an inspection of the boat immediately following, or as close to the end of the boat use as is reasonable. Upon inspection, the Dock Master will assess the damage, if any, to the boat and will invoice the boat user for the cost of the damage and will report his or her findings to the District Board.” This is all we need.

Mr. Berube stated yes.

A Resident asked who is the dock master?

Mr. LeMenager stated any employee.

Mr. Farnsworth stated it varies and is usually whoever is available.

Mr. Berube stated whoever is in charge of it that day.

The Resident stated the rules sometimes refer to a dock master and contacting an individual.

Mr. Berube stated the only individual, in general, who is available for contact is Mr. van der Snel. He may be available there, or he may have someone designated at the docks.

The Resident stated just so it is clear.

Mr. LeMenager stated anywhere the rule says “the” dock master, change that to “a” dock master.

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A Resident stated or say District staff.

Ms. Kassel stated it can say a District staff member.

Mr. Berube stated it already says “a” dock master.

Mr. LeMenager stated some places say “the” dock master. This section has one instance that should be changed.

Ms. Kassel stated I think we can leave it; it is fine.

Mr. Farnsworth stated we do not have multiple dock masters. It does not matter which person it is.

Mr. Walls stated it is a defined term.

Mr. Berube stated it would be District staff, if you want to be technical.

- Section 5.10, State and Federal Laws: *no change*
- Section 5.11, Pets Prohibited: *no change*
- Section 6.1, General Use of Soccer, Volleyball, and Basketball Facilities: *consideration of revision relating to outside group reservations*

Mr. Berube stated we will be setting a policy for fees at some point, and I am sure we are getting to that. As you have seen, we have received a lot of requests for use of the soccer, and we receive other potentially conflicting requests at other times. Mr. van der Snel raised a problem. If someone is in the pool area that they commandeered without a reservation and another person comes in who reserved it for a birthday party but that area is full of other people, how does Mr. van der Snel get the first party out if they refuse? Obviously, the answer is to call the sheriff. We potentially have the same problem at the soccer fields. Various groups are there. Last Saturday or Sunday late in the afternoon, some older people were playing soccer, and I am pretty sure they did not have a use agreement on file. At some point, District staff will be the arbiters of whomever has a use agreement for a field or a picnic table or wherever, but they have no enforcement behind them, other than calling the sheriff.

Ms. Kassel stated no matter what, I think you will need to call the sheriff if it comes to that. I do not think it has ever come to that. We could have a sign by the playground where there is already a sign post. It could say that this facility is maintained by the Harmony CDD, usage is permitted, access only, reservations may be required, and for further information, visit our website. It would include *No Trespassing* and cite the

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appropriate Florida Statute, and include operating hours from 30 minutes after sunrise to 30 minutes before sunset.

Mr. Berube stated I am proposing one of these at each of the pool gates, one at the pavilion at Lakeshore Park, one at the entrance to the docks, and one at each end of the soccer field.

Mr. Walls stated the issue I wrestle with is, in my mind, the order of availability for all our facilities is residents first, and for people who reserved it second. If you have reserved it and we have approved it, then you get access to that facility. We have to figure out a way for residents to have first priority of use. Our rules have to address that priority, and they need to be worded in such a way that allows us to turn people down when they come to us in some cases, for instance, to allow our soccer fields to be reserved every single night and not be open to residents. I do not know if the people using it over the weekend were residents or not, but we need to keep it open for the people who want to come down to the soccer field to use it. The residents are the ones paying for it.

Mr. Berube stated I contemplated that, and the rule says that usage is by permitted access only, meaning you have to ask someone, and reservations may be required.

Mr. Walls stated yes, but I do not want that to deter individual residents who might look at that and wonder if they need a reservation.

Mr. LeMenager stated no one is going to do that.

Mr. Walls stated we want it to be inviting.

Ms. Kassel stated we can add language to 7.1, which is first come, first served. After that, we can add that residents are given priority for recreational facility usage with reserved events secondary. We could address something in that section so that at least it is stated in these rules that we are giving priority to resident usage.

Mr. Farnsworth stated be careful how you word that.

Mr. Qualls stated you want to be careful. Practically speaking, I do not know how that works. If I have reserved the field and a resident comes up and says they want to use it, then what is the point of having a reservation?

Mr. Farnsworth stated exactly.

Mr. Walls stated what I am looking for is prior to approval of any use application that we have some type of language in the rules that allows us to say that we are going to

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deny a use application because there is not enough availability for individual residents to use the fields, something along those lines.

Ms. Kassel asked is that discretion that we give the manager?

Mr. LeMenager stated the problem we have with that is, this Board has second guessed him so often that he will not take the responsibility anymore, and he gives them all to us. We have rules that say Mr. Moyer is in charge, and yet he does not want to be in charge because he knows he will be second guessed.

Mr. Berube stated the problem is, he is on the other side of the County and we are right here. We are available to the residents when things go bad, and he is in the Celebration office. We deal with the aftermath. The bigger issue is, if someone is at any of our facilities who will not leave and staff has to call the sheriff, they will not enforce it because there is no sign. This goes back to the issue around the ponds, and it is the same Statute. This is where it is intended for, gated facilities where you can define it. Part of the problem with the pond is that you cannot define what is the public area and what is the private area because there is a 20-foot buffer with high water lines. They do not know where we are trying to trespass them: the water or the land. So the sheriff's department will not enforce trespass at the ponds. But when we have a recreational facility like we have, it is very easy to define because a gate and a fence surround the area. At the soccer field, it is very easy to know where it is. It is the same with the pavilion at Lakeshore Park. Mr. van der Snel raised the question of what to do when someone will not leave, and it is a good point. When a deputy shows up, nothing says people cannot be there.

Ms. Kassel asked have we had this problem before? Have we had to kick groups out because someone has reserved the facility?

Mr. van der Snel stated we had some usage of the pavilion area. I called Ms. Rosemary Tschinkel, and she did not have a reservation on file. The woman there showed me her reservation, and I looked at the date. It was probably an old one. They got all set up, and there was nothing I could do at that point.

Ms. Kassel asked someone had a reservation to use it?

Mr. van der Snel stated no. But what if someone else did?

Ms. Kassel stated if no one is using it, then there is no issue because it is public access.

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Mr. LeMenager stated if someone has a reservation, they will show it to you, and you will tell the other people that this person followed the rules and they will have to move.

Ms. Kassel stated I was wondering if we have actually had situations where someone came in and was using it without a reservation, and then someone else who had a reservation came to that facility, and then there was a problem. If we have not had it, then I think maybe having a sign that says something that is enforceable. We have not needed to enforce it, so maybe if we get to that point, we will have to think about it. Perhaps we can have a sign that says reservations are required for guaranteed use, or that use of this field is not guaranteed unless you have a reservation.

A Resident stated you could have a sign out for that day, similar to the meeting announcement signs, saying the field is reserved from 2:00 p.m. to 5:00 p.m.

Mr. Berube stated we have the signs, but they never get used. The sign at Lakeshore Park is behind the glass window at the restroom doors that says "This pavilion in use."

Ms. Kassel stated then this is how we handle it.

The Resident stated you can also put it on the calendar because we do water aerobics every Friday morning, but two or four times a year, we go down there and we see a sign that the swim team or the schools are using it for the next two weeks. Then we have to go home. It should be put on the calendar to show who is using it on certain days.

Ms. Kassel stated the calendar is provided by the developer.

Mr. LeMenager stated we do not have a calendar.

The Resident stated you can announce it somewhere.

Mr. Walls stated we put it on the website.

Mr. Berube stated that is correct. We post that information on the website when use applications close the pool.

The Resident stated I do not know how to get to the website.

Mr. Berube stated it is listed on the agenda.

A Resident stated Mr. Walls made the comment that possibly a resident might want to have a pick-up soccer game but the field is never available. Has that happened?

Mr. Walls stated no, but we just started allowing other outside groups to use it.

Mr. Qualls stated the rules do not state that only non-residents can make reservations.

Mr. Berube stated that is correct.

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Mr. Qualls stated anyone can make reservations. I am not sure I understand what you are trying to fix. If you want to use the facility, just make a reservation. It is like every park that I have ever been to. If you want to have a birthday party at the pavilion, then make a reservation. If you get there and someone else is there, tell them you have a reservation.

Mr. Walls stated all I am looking for is flexibility. We already have two outside groups that filed a request to use the soccer field. All I am looking for is for us to have the ability and the flexibility to say that we have reached our capacity on groups using the field, so if anymore come in, we will say no. We need to have time for residents to be able to use the fields, too. That is all I am looking for, and I want to make sure we have language in the rules that allows us to do that.

Mr. Qualls stated I do not know how you do that without completely doing away with the reservation system. If you want to allow people to reserve it unless a resident wants to use it, I supposed you could have that policy which would give you the flexibility. To me, the other side is that if you are a resident and you want to schedule pick-up games or whatever, then you organize it and you submit a reservation request. I heard someone mention that 15 days in advance seems to be a problem. Maybe you can look at that. The Board sets the policy. I am just trying to understand the unintended consequences of a policy change or a rule change.

Mr. Berube stated the way we got here is, we had some discussions with both the soccer and the Pop Warner football group this week, where they sensed they were going to have conflicts with use of the field. They both requested access, and there was some concern between both groups that they were going to end up wanting access on the same days of the week. I could see that becoming a problem because one already requested access and was changing the dates, and the second group requested access based on the first group's schedule. I could see a conflict potentially brewing, and I was concerned about it.

Mr. LeMenager stated you tell them to put their heads together about it and decide what they want to do.

Mr. Berube stated it all got worked out. As we have more and more residents, and as this place becomes more and more popular with more and more groups that want to use the facilities, we are going to struggle with this more and more and more.

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Mr. Walls stated I just think we need some way to have discretion.

Mr. Berube stated I think we have it.

Mr. Walls asked if three more groups come in and want access to the soccer field without them being able to claim that we are discriminating against their group, what do you do then?

Mr. LeMenager stated that is why it is first come, first served.

Mr. Walls stated yes, but if you fill up all the slots, then residents are not able to use the fields.

Mr. LeMenager stated that happens now with the boats.

Mr. Walls stated I just think we need that discretion.

Mr. Berube asked how do you write it?

Mr. Walls stated I will work on something.

A Resident stated the theory is that all those groups coming in are residents.

Mr. Walls stated but they are not.

The Resident stated to me, Pop Warner is residents.

Mr. Berube stated no, they are not.

Mr. Walls stated they are from all over the place.

The Resident stated I understand what you are saying, but my son plays in Pop Warner. When I go out to the practice field, I am a resident using the field. I understand that you want to deny access to some. But the fact is, residents are using it.

Mr. LeMenager stated that goes back to the argument that I made last year or the year before, which is, if you want to go swimming at Lakeshore Park in Saint Cloud, you can. We do not pay for it, but it is a public park. Lakeshore Park in Harmony is a public park. Anyone on the face of the planet who wants to use it can do so.

Mr. Berube stated people in Saint Cloud pay City and County taxes. They do not pay CDD assessments and County taxes. Our residents pay a pretty hefty amount of money.

Mr. LeMenager stated we do not pay City of Saint Cloud taxes.

Mr. Berube stated no, but we pay County taxes.

Mr. LeMenager stated that is true, but the City of Saint Cloud provides parks that we can go use. The City of Kissimmee provides parks that we can go use. Harmony CDD provides parks that everyone can go use.

Mr. Berube asked who funds the parks?



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Mr. LeMenager stated the City of Saint Cloud, the City of Kissimmee, and the Harmony CDD. We are no different. This is not an HOA. If you have a problem with it not being an HOA, then take it up with the Lentzes.

Mr. Berube stated when my CDD assessments are more than my property taxes, I want someone sitting on this Board who represents my well-being.

Mr. LeMenager stated that is not what we get to do. That is the other Board.

Ms. Kassel stated but CDD property and facilities are public property.

Mr. Berube stated I know, but the problem is that people pay a lot of money to live in Harmony, and they pay for all these facilities. To Mr. Walls's point, they should have first opportunity at all of them.

Mr. LeMenager stated it does not work that way. This is public property. It is a public park.

A Resident stated my point was that you are saying to reserve extra days for it, or maybe not book extra days for that. The reality is, those groups coming in have a lot of residents in those groups.

Mr. Walls stated I understand, but right now, I think four days of daylight hours are used up by these groups. That is four days out of seven. If another group comes in and takes another two or three days, where do we draw the line to say that we need to leave some space for other people to be able to use the fields?

Mr. LeMenager stated I think at some point in time, the soccer field will be in use seven days a week by organized groups. There is nothing we can do about it, and that is the way it is going to work.

The Resident stated that is what he is saying to set aside, that we should set aside something.

Mr. Walls stated there should be days open for the residents, and we should have that ability.

Mr. LeMenager stated like on Tuesdays, we have no boats available, and have one day when no groups can make reservations.

Mr. Walls stated we can move on, and I will put something together.

Ms. Kassel stated this rule talks about the hours of operation being daylight hours.

Mr. Walls stated staff will review the rules and incorporate the new times to the appropriate facilities.

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- Section 6.2, Waiver of Liability and Indemnification: *no change*
- Section 6.3, Damages, Repairs and Inspection: *no change*
- Section 6.4, Participants and Attendees: *no change*
- Section 6.5, Abandoned Property: *no change*
- Section 7.1, Recreation Facility Reservations: *no change*
- Section 7.2, Event Approval or Denial: *no change*

Mr. Berube asked do we want to discuss fees?

Ms. Kassel stated no yet. Section 1.2 defines special events, “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.”

Mr. LeMenager stated that is correct; that is a special event.

Ms. Kassel stated we also have a *No Sign* policy. Section 8.3 applies to special events and recreational use of the facilities, but I think for open houses, realtors should be able to put out *Open House* signs. I do not see why we cannot allow signs for all special events that people can put up a sign in accordance with the rules, which is two days before the event, and by 5:00 p.m. the day afterward, the sign has to be removed. If it is a CDD meeting, an HOA meeting, Conservation Café, someone’s wedding, or someone’s open house, I would like to add those kinds of things to the list of special events in this rule.

- Section 7.3, Review of Application: *no change*
- Section 7.4, Event Logistics: *no change*
- Section 8.1, Maintenance of District Recreation Facilities for Special Events: *no change*
- Section 8.2, Inspection of Subject Premises Following Event: *no change*
- Section 8.3, Signs: *no change*

Ms. Kassel stated going along with my comment in Rule 7.2, I would also like to amend this rule about signs, that it is not only recreational facilities but for any special event.

Mr. Berube stated we have already addressed the realtor *Open House* signs. On a practical basis, the *Open House* signs are not being touched, but the developer had something in the sign protocol that we adopted by happenstance, which is that *Open House* signs can go up four hours before and stay until four hours after the conclusion of

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the open house, and no one is touching the signs. The sign situation lately has been that no one is complaining about it.

Mr. LeMenager stated except for the one Lennar just put up on Five Oaks. Right as you drive in on Five Oaks, it is so that people will make the turn into their new area.

Mr. van der Snel asked is it on CDD property?

Mr. LeMenager stated yes.

Mr. Berube stated then it needs to be removed.

Mr. van der Snel stated with the *Open House* signs, DR Horton wants to have their *Open House* signs out permanently. I told him that we cannot allow that. I explained the policy for open houses, which means you must have an active open house. He said he has an active open house. I pointed out how many signs he already has. The difference is, I do not think that a permanent *Open House* sign should be allowed.

Ms. Kassel stated I agree.

A Resident stated I totally agree. Are we talking just weekends or seven days a week?

Mr. Berube stated seven days a week. You can have the sign out four hours before and four hours after. No one is touching signs in that timeframe.

The Resident stated I agree with Mr. van der Snel. It is unreasonable to think that a home is going to be open 24 hours a day, seven days a week.

Mr. Berube stated right.

A Resident stated I do not know who it is, but I have seen signs left out for days.

Mr. Berube stated yes, and if we notice them, we remove them.

Mr. van der Snel stated it used to happen on weekends when they would put up a sign on Friday and leave it up. But those are gone.

The Resident stated sometimes I will see a sign up for weeks.

A Resident stated where I see the greatest abuse is from a real estate company that does not typically take a listing in Harmony and is not familiar with the Harmony rules. They may be from Kissimmee or somewhere else and put a sign up that is there 24 hours a day, seven days a week.

Mr. LeMenager stated not if I see it.

Mr. Berube stated there is no discrimination or no favoritism with the signs. I am out and about all the time, and I did not notice the Lennar sign. I might have missed it, but I watch what they are doing. We are pretty much on target. A sign may get missed

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overnight because our staff is not on sign patrol all day. No one drives the whole community, but usually someone will notice it and call us so we can remove it.

Mr. van der Snel stated it is mainly the signs for haircuts, exterminators, and so forth, and we remove those.

Mr. Berube stated yes.

A Resident stated I agree with you.

A Resident asked are those signs out for one day, or do they just come down?

Mr. Berube stated no. The only signs that are allowed on CDD property are *Open House* signs, which are four hours before and four hours after.

Ms. Kassel stated that is not true, not according to the rules.

Mr. Berube stated I know what the rules say, but we changed it.

Ms. Kassel stated no, these are the rules.

Mr. Walls stated I think we need a section in the rules that addresses signs and that explains exactly what kinds of signs are permitted, for how long, and for what days.

Mr. LeMenager stated I think we need to start with the policy that the developer got approved by the County. There is a book on that.

Mr. Walls stated yes, and we can incorporate that into this rule.

Mr. LeMenager stated that book is the rule. That is what the County has actually approved.

Mr. Berube stated the timeframe of four hours before and four hours after the open house came from that book, which is the developer's policy.

Ms. Kassel stated that is for open houses. We have a rule for special events, and signs can be put up two days prior to the event.

Mr. Berube stated this rule applies to District recreation facilities. The event has to be at the facility.

Mr. Walls stated if someone has a special event at our facility, they can put up a sign.

Mr. LeMenager stated yes, two days ahead of time.

Mr. Walls stated I think we need a section that lays out exactly what people can put on our property in terms of signs.

Ms. Kassel stated also specifying for how long they can be up. Otherwise, this rule is fine.

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Mr. LeMenager stated that language would not be under special events. It sounds like you want a new section.

Ms. Kassel stated yes.

A Resident stated the Dark Sky signs out on the tower and all around the lamp posts have been up for months.

Mr. Berube stated that is not our property.

The Resident asked what about the lamp posts? Who owns the lamp posts?

Mr. Berube stated OUC. They had to get permission from OUC.

The Resident stated now Lennar has “Available” and “Purchased” signs, and all those signs are illegal.

Mr. LeMenager stated all those signs are on private property.

The Resident stated this is where I get confused. Once the builder buys that lot, it falls under the HOA?

Mr. Berube stated no.

Mr. LeMenager stated it is under the HOA today. The only part that we control is between the sidewalk and the curb. The property on the other side of the sidewalk has nothing to do with the CDD.

The Resident asked what if it is between the sidewalk and the curb?

Mr. LeMenager stated then Mr. van der Snel will remove it.

The Resident stated the Lennar signs never come down.

Mr. LeMenager stated he will remove them.

Mr. Berube asked the signs are between the sidewalk and the curb?

The Resident stated yes.

Mr. van der Snel stated there are banners at the west entrance.

The Resident stated they also have an A-frame sign, and they are a mess.

Mr. Walls stated I am referring to signs for the CDD meetings or HOA meetings.

Ms. Kassel stated those are for the entire community.

Mr. Berube stated they are governmental-purpose signs.

Mr. Walls stated also HOA-purpose signs. *Open House* signs are fine for their limited duration as explained.

Ms. Kassel asked what if there is a social committee event?

Mr. Walls stated that falls under the HOA.

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Mr. LeMenager stated they will still be on our land.

Mr. Berube stated there is a difference between a civic purpose and a business purpose.

Mr. LeMenager stated yes, but all of us think there are way too many signs in this town, for the size of the town.

Ms. Kassel stated not all of us.

Mr. Berube stated there are too many signs.

A Resident stated all the churches put up signs.

Mr. Walls asked anything beyond what I just mentioned should be allowed?

Mr. Berube stated no.

Mr. van der Snel asked what about a Boy Scout event?

Mr. Berube stated that is civic.

Ms. Kassel stated it is not exactly civic.

Mr. Berube stated it is not a business purpose.

Mr. LeMenager stated look at the logistics. We have two roads in, and that is all. The developer wants to scratch the third one. If someone is having an event, it is probably in our best interest to have people put up some directional signs so we do not create traffic messes. We are going to get bigger. In some ways, these are good problems to have because it means Harmony might become a success.

Ms. Kassel asked what is your recommendation? I do not understand what your point is.

Mr. LeMenager stated I do not know that we need to have rules for all this. We could include language for the realtor signs. If someone is having a birthday party and they want to put up a sign with an arrow to the party, that should be fine. At some point we have to use common sense.

A Resident stated that is not the same as the realtor signs. I think you ought to address an open house for the sale of a house or a property. When you start using realtors, then you say you are only going to allow signs from realtors.

Mr. Berube stated as a practical matter, our staff is not going to pick up and remove a birthday sign as soon as they see it. If it is there on Saturday, which was more than likely the day of the party, then if it is still there Sunday morning, we will probably remove it. Certainly on Monday morning it is gone. We do not have sign police. There is discretion.

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I know there is because I know what goes on. We already have discretion built in. The barber shop signs are gone right away. The other signs that have some non-business purpose are left up and they stay there for a reasonable period of time. They are gone the following day but certainly two days afterward because I watch them. If we try to make a rule, then in a couple years, someone will look at all the rules we revised and redo all of the rules we discussed tonight. The more you put on paper, the more you have the ability to play with it more.

Mr. Qualls stated I would like to make a quick point of something to consider. When you say as a rule that no signs are permitted on CDD property except for a governmental purpose of advertising a CDD meeting, I think that is as broad as you want to make it. If you start allowing in other types of signs, for instance, a realtor's open house, once you open that door, then you are getting into a free speech issue. If one group can have speech there in a sign, then other groups can, too. I think you want to limit it to allowing no signs except for signage to announce a CDD meeting.

Mr. Berube stated well said; we understand.

Ms. Kassel stated maybe we just do not address it and have a policy rather than a rule.

Mr. Berube stated that is exactly right.

Mr. Farnsworth stated I think that is almost the way you have to do it.

Mr. LeMenager stated I think that is what he just said.

Mr. Qualls stated you cannot have a policy that takes away someone's free speech rights. If your rule is no signs, then everyone is being treated equally and it is not a free speech concern. I looked at Orange County after the last meeting, and their policy is no signs, period.

Mr. Berube stated they remove them.

Mr. Qualls stated that is fine, but we do not want to have an issue where we are infringing on people's free speech rights, whether by rule or policy or any other manner.

Mr. Berube stated to go along with what is going on today, we had a big uproar over *Open House* signs. We have tweaked that policy. I heard from a developer representative that builders were very upset with our policy of taking their signs, but they have learned to live with it. I think we have found an equilibrium with signs for now, and it seems to be working. The reality is, even with *Open House* signs, I think most people going to an open house put the address into their phone and go right there.

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Mr. LeMenager stated they are trying to catch people driving by who go there on the spur of the moment so you can get leads. You are not actually trying to sell the house.

- Section 8.4, Event Times: *no change*
- Section 8.5, Assumption of Risk: *no change*
- Section 8.6, Special Events Fees and Charges: *no change*

Mr. Walls stated I do not think we want to put the fee schedule in the rules. I think the rules already provide for us to set a fee schedule. We just need to figure out what it will be.

Mr. Qualls stated the Florida Statutes say that you may have user fees, and you can set those by resolution of the Board.

Mr. Walls stated yes, and that is referenced in the rules already.

Mr. LeMenager stated it is Section 8.6.1, referencing Section 190.011(10), Florida Statutes.

Mr. Berube stated we will do the fees in a separate schedule, which means we can consider the fees at the next meeting.

Mr. Walls stated we can do it at any future meeting. We need to do an analysis first.

Ms. Kassel stated unless we simply assume Orange County's computations are close enough.

Mr. Walls stated I am thinking of something along those lines.

Mr. Berube asked is that \$15 per hour?

Mr. Walls stated Orange County has full-time staff dedicated to those parks.

Mr. Berube stated if a group is going to have a two-hour event at Lakeshore Park and we charge them \$15 per hour, that is \$30. It is not worth going through all the trouble.

Ms. Kassel stated the manager will manage that, not us.

Mr. Walls stated if you have a soccer league, they will use the field two or three nights a week for several months.

Mr. Berube stated we need to think about a minimum fee for any usage of any facility.

Mr. Walls stated we need to work through all that.

Ms. Kassel stated but that is not a rule, so we do not have to address it now.

Mr. Berube stated it is a policy, but we need to think about what we are doing. Otherwise, we will be sitting in a meeting, having this discussion.



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Mr. Walls stated we all need to start thinking about it.

Mr. LeMenager stated we need to have some proposals to consider.

Mr. Berube stated I am thinking a minimum fee of \$100 or \$150. Once you get beyond that, like with soccer or football, some hourly charge will go along with it.

Mr. LeMenager stated with respect to fees and comparing ourselves to Orange County or Saint Cloud or Kissimmee, this is still a cow pasture in the middle of nowhere. The developer has made it pretty clear lately that the grandiose plans of this becoming a town are secondary to them selling houses. That is all they care about.

Mr. Berube stated it is a business for them and always has been.

Mr. LeMenager stated let us not overdo the fee issue. I can certainly say we should put something in place, but I do not know about paying \$100 to use the facility one time.

Mr. Berube stated I said for everyone to give some thought to a minimum charge, and I suggested \$100 to \$150.

Mr. LeMenager stated I think it is worth charging someone \$30 just to get the system in place, and \$15 per hour does not seem unreasonable. Let us not lose sight of the fact that we want to encourage Harmony to grow and develop. Let us not get beyond what we really are right now, which is still 2,000 pioneers on Triple R Ranch.

Mr. Berube stated everyone has their thoughts.

Mr. Farnsworth stated I agree with Mr. LeMenager. A large single-use fee right now does not seem appropriate.

Mr. Berube stated I do not think \$100 is a lot of money. My other thought is that if a resident wanted to use a facility for a group of all residents, I am in no way advocating what the developer is doing in charging to use buildings and their facilities. That is their policy. If a resident wanted to use the facility for a group of all residents, I do not think we charge for that, but we should charge outside groups.

Ms. Kassel asked is that legal to charge non-residents a fee but not residents?

Mr. Berube stated residents always pay.

Mr. Qualls stated it is the same with the way you use the pool, as I understand it. You cannot restrict access to non-residents, but you want those non-residents to cover the same costs that residents are already covering through their assessments.

Mr. Berube stated yes.

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Mr. Qualls stated it is fair for everyone, whether you are a resident or a non-resident. You pay the same.

Mr. LeMenager stated no, I do not think Mr. Qualls understands the point.

Ms. Kassel stated residents are already paying.

Mr. Qualls stated that is what I am saying: residents are already paying through their assessments. You have to find whatever the equivalent of that is to charge non-residents.

Mr. Berube stated it is just like the access card. We charge renters \$10 for every access card simply because they are not paying CDD assessments. That is the reason.

Ms. Kassel asked what if it is a resident who is the organizer, but the event is for kids who live elsewhere?

Mr. Berube stated we already did that for the soccer group and Pop Warner football. That is a little different. It is an outside group, and it is also for money. That is the difference, because money is involved. If a resident wants to have a big birthday party for all their friends from overseas, you are the resident and have already paid for it, so I think you should get that. If you are charging all your friends to come to a barbecue at \$10 each, that is different.

Ms. Kassel stated then we should amend our application to ask the question if there is a charge for participants.

Mr. Walls stated it already has an area to describe the purpose.

Mr. Berube stated yes. At the top, I believe it says personal, civic, governmental, non-profit, and so forth. The churches are non-profit, which we have already received many applications.

Mr. Walls stated we will need to specifically address it in the rules if it is not, that this applies to those situations that you mentioned, for a resident, non-business purpose.

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

#### **FOURTH ORDER OF BUSINESS**

#### **Other Business**

There being none, the next order of business followed.

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**FIFTH ORDER OF BUSINESS**

**Adjournment**

The next regular meeting is scheduled for Wednesday, February 26, 2015, at 6:00 p.m. at the Harmony Community School.

The workshop adjourned at 8:00 p.m.

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Gary L. Moyer, Secretary

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Steve Berube, Chairman

## **MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, February 26, 2015, at 6:00 p.m. at the Harmony Community School, 3365 Schoolhouse Road, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
JD Holt	Attorney: Young, vanAssenderp, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Bob Glantz ( <i>by phone</i> )	Starwood Land Ventures
Garth Rinard	Davey Tree
Gerhard van der Snel	District Staff
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**

#### **Audience Comments**

There being none, the next item followed.

### **THIRD ORDER OF BUSINESS**

#### **Approval of the Minutes of the January 29, 2015, Meeting**

Mr. Berube reviewed the minutes of the January 29, 2015, meeting, and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated there were a few minor typos, which I will provide to Mr. Moyer.

Mr. LeMenager stated I thought something was mistakenly attributed to me, but I do not remember where it is.

Mr. Moyer stated when you find it, let me know.

Mr. LeMenager stated it does not really matter.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the January 29, 2015, meeting, as amended.

#### **FOURTH ORDER OF BUSINESS**

#### **Subcontractor Reports**

##### **A. Aquatic Weed Control**

##### **i. Bio-Tech Consulting Monthly Highlight Report**

Mr. Berube stated the aquatic highlight report was emailed to everyone late this afternoon. Everything looks routine on maintenance activities.

Mr. Berube stated I have a question for the engineer on the hydrology of the ponds. We had an opportunity lately to see what is in our pond when they emptied the large one. I understand that the ponds are all connected, not necessarily every pond connected to every other one.

Mr. Boyd stated not every pond is connected to every other pond.

Mr. Berube stated ponds need to have an outflow structure and outflow, and we have those.

Mr. Boyd stated right.

Mr. Berube stated I brought some pictures, if anyone is interested. The key is, as the ponds rise and they get too full, the excess water goes out the outfall. There are three different levels on the outfall. There is usually always water draining and there is another outfall. When it is really full, the water goes up the big grates at the top and heads for lower land or Buck Lake, as the case may be. The inflow and outflow structures into the pond are somewhat below the water level, somewhere down the wall of the pond. I have a picture of a large concrete pipe. There is also a vegetation line that is somewhat higher than the inflow and outflow structures.

Mr. Boyd stated correct.

Mr. Berube stated the vegetation growth into those pipes is a non-issue because the sun never gets there and allows it to grow.

Mr. Boyd stated right.

Mr. Berube stated any treatment that we do of vegetation in the ponds has nothing to do with water inflow and outflow into and out of those ponds. Is that a fair statement?

Mr. Boyd responded yes.

Mr. Berube stated the concrete structures are always going to stay open.

Mr. Boyd stated that is correct.

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Mr. Berube stated the weed growth, if there is any, that we are trying to control is above where the water is going out.

Mr. Boyd stated I do not see any potential problem with weed growth clogging the pipes in the ponds.

Mr. Berube stated you might be right.

Mr. Moyer stated unless it is something like hydrilla.

Mr. Boyd stated absolutely. If you get hydrilla in your ponds, it will grow pretty quickly. Fortunately, the main way hydrilla spreads is by boats. I do not see it being a concern in your drainage ponds.

Mr. Berube stated when they emptied that pond, they let a lot of things come to light. The outflow structures are mainly concrete grates. They are out in the open. When these ponds get angry and want to exhaust water, I suspect that the flow of water out will blow any weeds or leaves.

Mr. Boyd stated the only maintenance required is on the outside perimeter. Over time, the vegetative growth can build up and the brush can build up to the point where when the water comes out of that structure and is trying to make its way to the adjacent wetland or lake, it has a hard time because the vegetation has built up around the outside. That is the only vegetative maintenance that needs to be looked at.

Mr. Berube stated my point is that we are paying Bio-Tech to maintain the ponds because it is our job to maintain the ponds for flood control. That is the purpose of the ponds. We pay Bio-Tech about \$18,000 per year for aesthetic maintenance to keep the weed growth down.

Mr. Boyd stated they also provide algae control, which is a different issue. Algae will turn your water green and cause a skim. I would not call it weed growth.

Mr. Berube stated fair enough. It is still for aesthetics.

Mr. Boyd stated yes.

Mr. Berube stated we have 34 ponds, 10 of which are in residential areas, and 24 belong to someone else, namely the developer. I am just asking the Board to give some consideration. This contract with Bio-Tech is going to be up for renewal in October. I brought this up before. The purpose of the ponds is to have water in and out. It is not affected by virtually anything that Bio-Tech does.

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Mr. LeMenager stated I recall Tropical Storm Fay and constant rain for 72 hours. I like the fact that the pond system worked well. Yes, it does cost some money, but it is not a bad idea to have professionals looking at it and making sure that we are keeping the ponds in good condition because we will have an event like Tropical Storm Fay again.

Mr. Berube stated having said that, the real area where this could potentially be a problem, if nothing was done to the pond, would largely be on those outfalls and making sure that the vegetation around those is kept clear so water can easily flow away.

Mr. Boyd stated yes, from a water flow standpoint. The only thing that I caution you about is, if you do not maintain them and you get algae blooms that explode, it is harder to get them under control and eliminate them after that has happened than it is to keep it from happening. It will turn into a large algae mat, which you will not tolerate and will do something about from an aesthetic standpoint. If a pond goes unmaintained for a long period of time, it is possible to get a thick layer of algae, which is a semi-solid on the surface of the lake. If it ever got that bad, then the potential for that to clog the orifices on the outfall structures is a problem. That is a very severe problem. The problem is, if you are not doing routine maintenance, it is harder to keep algae blooms from happening. That is not to say that you could not address it before it got bad.

Mr. Berube stated what I wanted was your viewpoint. When the pond was drained, you could see what was going on. I was always concerned with how far the vegetation was getting down toward the inflows and outflows. We had a good view. There was not a lot of silt on the bottom. The pond was very clean when they drained it. We will address it at a future meeting after everyone has some time to think about it. We bring this issue up every so often. We are meeting here at the school to save \$125 per month on a meeting room fee, yet we are spending \$18,000 annually for aquatics. I want to be sure that we are spending the \$18,000 where it needs to be spent.

Mr. LeMenager stated keep cause and effect into account. The reason it was so clean was because we had Bio-Tech inspecting and maintaining them carefully for all of these years.

Ms. Kassel asked Mr. Moyer, do you have any CDDs that do not manage their ponds?

Mr. Moyer responded no. Every one of them has a similar contract. Some are more intensive, depending on the type of aquatics. I mentioned hydrilla. That is a very

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expensive treatment. You have to get on top of it quickly before it gets very invasive. They all have some level of aquatic maintenance.

Mr. Berube stated it comes down to a matter of making the decision where you spend your money and how you react to any potential issues. We can continue just the way we are. I just want to make sure that we are getting the best value.

Mr. Walls stated from an aesthetic perspective, it is good for us to decide what we want the ponds that we own to look like. We need to evaluate the ponds that we do not own because a lot of the work that is done is aesthetic work. Why are we maintaining the look of the ponds that we do not own? We should have inspections of those ponds on a regular basis since they are part of the entire system, but not necessarily have monthly treatments.

Mr. Berube stated we are doing monthly treatments on the golf course ponds and quarterly treatment on the residential ponds.

Mr. Walls stated I think that we need to evaluate that.

Mr. Moyer stated back to Ms. Kassel's question, in a lot of cases, the Districts maintain these ponds because the residents who overlook these ponds do not want aquatics or algae in these ponds. It is driven in large part by the population that lives within the District. Harmony is different because you are all more environmentally sensitive, and it is not as necessary to have perfectly maintained pond edges.

Mr. Berube stated as we look forward, there are a bunch of new neighborhoods coming on Board, and there is a batch of new ponds, which if we maintain at the current state, is going to expand the contract and end up being something more expensive, which is another thing that we have to deal with. Right now the ratio is 24/10: 24 non-CDD-owned ponds, and 10 CDD-owned ponds. We are going to gain more CDD-maintained ponds. I just wanted to start the discussion as we approach the time to change the contract, which is October. We will have further discussion down the road as we see what is happening.

Mr. LeMenager asked are there four more ponds?

Mr. Berube responded there are at least four. There may be more. Whatever the case, the number of ponds is going to increase.

Mr. LeMenager stated four neighborhoods are coming online, so there will not be too many new ponds.



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Mr. Berube stated one will be pretty big in the middle of neighborhood O. We need to give this some thought.

## **B. Landscaping**

### **i. Davey Tree 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. Rinard stated you have my summary for the month. I will give you some highlights and bring you up to speed. We mentioned that the mulch will be completed this week, and we are on schedule. We have one remaining park area to do, and that will be taken care of tomorrow. Weekly mowing cycles begin in about two weeks. It is hard to believe that we are approaching spring. With the exception of last week's temperatures, I think we are moving in that direction. As a result of last week's temperatures, we did see some frost out on the property and you will see some effects. We did make note of some discoloration that was a result of some weed control over on Schoolhouse Road. There are signs of recovery. It has slowed because of the weather, but as the temperatures warm and we have turf fertilizations scheduled for March, that will push the recovery along quicker. The annuals are scheduled for rotation in April. Depending on what the weather does, we may want to move this up. We will have to see how the weather does whether or not there is a drastic change. We are showing some 80-degree weather in the forecast next week. It looks like there is a minor front behind it that will cool things off. I think spring for the most part is approaching.

Mr. LeMenager started you mentioned mulch. Have you coordinated with the developer in terms of what they are doing in the new landscaping to make sure that they are using the same mulch we do? Is that happening at all?

Mr. Rinard responded from my understanding of what I saw from the landscape plans and drawings, that mulch was specified. I do not know whether or not that is currently happening. I am not aware of that.

Mr. LeMenager stated they were supposed to use the same stuff that we do.

Mr. Rinard stated yes.

Mr. Berube stated it did not happen. We just received plain, old, red-brown mulch in all the new areas that REW put in.

Mr. LeMenager stated someone needs to inform the developer that they used the wrong mulch.

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Mr. Berube stated he is hearing you now. We had a meeting last month when we discussed landscaping and Davey Tree. We had some fairly strong commentary. Almost immediately after that meeting, Mr. Rinard, Mr. van der Snel, Mr. Jon Rukkila, and I got together and had a heart-to-heart talk. At the time, they were down to three or four guys on property plus Mr. Rukkila. We received a commitment the following week to have a minimum of six guys on property. Since then, there has generally been seven or eight guys plus Mr. Rukkila working on the property. The response was quick. There were a number of issues that led to them getting to where they were. There has been no resistance. There have been additional people and trucks. You have probably seen guys all over the place getting caught up. I appreciate the quick response. From looking around, we are back to where we need to be, and Mr. van der Snel has been on top of that as well. We are seeing things happening.

Mr. van der Snel stated definitely.

**ii. Contract Renewal and Consideration of Fencing**

Mr. Berube stated as an extension of that, Davey Tree had to clean up and move their storage area out near the garden. They were required by the developer to put up a fence, which cost them \$6,500.

Mr. Rinard stated right now it is \$6,500. There are going to be some added costs to prepare the ground and make it 100% usable.

Mr. Berube stated this was not part of their plan, but they had to pay for it. They asked for some temperance from us, not for us to pay for it, but to give them the ability to spread it over several additional years, which our contract does not allow for at this point. I will allow Mr. Rinard state how he would like to recover some of his fence costs over a period of time. It sounds like a reasonably fair deal for us.

Mr. Rinard stated yes, that is the case. We have agreed, with the new footprint of our maintenance yard and staging area, to assume the costs of putting up new fencing, screening it, and paying additional costs for preparing the ground because it is very soft in order to use 100% of that area. Relative to our meeting last month, I want the Board and the community to know that we are very much committed to Harmony. Yes, there are times where we had our ups and downs, but we try as best as possible. We are certainly not sitting on our laurels. Certain things happen and there are certain timelines when sometimes it takes longer to put some things and pieces into place. We are committed to being your landscape contractor not just for two or three years but for a

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long time, similar to what we have enjoyed over the years in Celebration for 14+ years. We want to be able to say the same thing here with Harmony. As such, in talking about the costs, since our current contract is up for renewal in October, I am faced with a choice. What I am asking for is consideration of the following. In year four, which is the second year of the one-year renewal, meaning this upcoming October under the current agreement, we have a 2% scheduled increase. We would like for the Board to consider the possibility of approving that now, which would allow us to spread our costs out at least through that year, for the fence costs that we are incurring today. What we are further offering is if the Board would consider going an additional one, two, or even three years out, we will hold the pricing flat for those one, two, or three additional years.

Mr. Berube stated in real numbers, that is \$8,000 to \$9,000 a year. Our risk is virtually none because the contract was written to give us a 30-day out for any reason.

Mr. LeMenager stated he wants 2% now and to hold that price steady for the next three and a half years.

Mr. Berube stated yes.

Mr. LeMenager stated sold.

Mr. Walls stated I am okay with that.

Mr. Farnsworth stated yes.

Ms. Kassel stated I agree.

Mr. LeMenager asked do you need a motion or do we need to provide something in writing?

Mr. Berube responded we have to modify the contract.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the Davey Tree contract renewal with a 2% increase effective immediately, and zero increase for renewals for up to the next three years, as discussed.

### **iii. Landscaping Enhancements and Improvements**

Mr. Rinard stated I have one other item, which came up this afternoon and is what we are working on with Mr. van der Snel. I do not have anything formal for you. What I am going to ask for is for some improvements in the Town Square. Basically, we are reducing the flag pole annual bed area. The original contract provided for 1,600 units per rotation. Shortly after starting in 2012, the bedding area around the flag pole as well as

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the tree rings underneath the crepe myrtles and the walk to the flag pole were added in. The additional annuals, which are roughly 600 to 800 units per rotation, were an additional cost. At this point in time, we decided to eliminate the annuals at the crepe myrtles right now. We are considering some ideas as far as perennials, but we are not ready to move in that direction yet. We want to eliminate the annual bed around the flag pole with the combination of some gold mound, fronted with some dwarf crown of thorns. The dwarf crown of thorns will provide some flowers and color to the area, as well as the coloration coming off the gold mound itself. Originally, as we searched for suppliers, most of them are located in the south and was going to take some time. We wanted to get things in place for the Dark Sky festival this weekend. We tabled it because of logistics; however, we found a local supplier this afternoon and are ready to move on it tomorrow if you want to do it. I just do not have all of the numbers finalized. I estimate that it will not cost more than \$1,500. I am putting this out for your consideration. I will put the numbers together prior to moving forward.

Mr. Berube stated I went over and looked at the area today because I was confused when Mr. van der Snel asked me about it today and told me that they wanted to do it ahead of the Dark Sky festival. My immediate response was that the Dark Sky festival is in the dark.

Mr. LeMenager stated good point.

Mr. Berube stated as much as they are ready to proceed tomorrow, that is nice, but I do not see it as being a deciding factor. However, Town Square has always been a struggle because we put annuals in there and the deer eat them. There are 15 different kinds of flowering plant materials; some work and some do not. The area that is currently under consideration is the arch area right under the three flag poles, which is all brown mulch, the area directly to the left, and the area directly to the right, where there were other things in there that were all removed and are now mulch beds. There will be a stepped effect with the gold mound in back and dwarf crown of thorns in front to give a layered effect to that archway.

Ms. Kassel stated I have a problem having crown of thorns in a public place, as it is a prickly plant with a lot of thorns.

Mr. Berube stated a lot of roses are there already.

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Ms. Kassel stated the second problem is that we are paying to have a redo in a place where we already paying to have annuals.

Mr. Rinard stated the annuals are additional items. Those were not the original beds. They were added in. Mr. Todd Haskett added those in afterwards, so you are incurring an additional cost. By doing this, you actually end up saving and recovering that cost. If the cost was \$1,500, which it will be less than that amount, you will recover that in two rotations.

Mr. Berube stated it depends on how many they replace. For the last couple of years, we have been paying twice a year for these added annuals. I believe it is about \$2,400 to \$2,500 per year in total.

Mr. Walls stated I think it makes sense to get rid of them there. I always walk down there when I am there for an event. It is disappointing because people step on them and kids run through there and they get eaten.

Ms. Kassel stated that is some of the reasons why I do not want the crown of thorns.

Mr. Walls stated I am not in any hurry to do anything tonight. I would like to see a proposal, and then we will decide. I agree with getting rid of the annuals. They just do not work.

Mr. Berube stated I understand the problem with the roses, but they are pretty when they are bloomed and trimmed up. The reality is, when you look at the roses throughout Town Square, they are not being maintained at all. There are dead buds; they are scraggly. It is a mess. Apparently the good news about the roses is that the deer do not eat them because they have thorns. The bad news is that they go through their growth cycle and no one is in there clipping them.

Ms. Kassel stated that is not true. The deer eat the leaves off the roses.

Mr. Berube stated that may be. Whatever the case, as we redo Town Square and other areas, seeing we have hungry deer, I think we need to put in things that will not waste our money because the deer will eat them.

Mr. Rinard stated to be honest with you, I have not found anything that is truly deer resistant. When they are hungry, they will eat. The hawthorn on the east entryway is a constant food source. As it starts to re-leaf, the deer are in there stripping it just as soon as it does. Even burford hollies that have prickly leaves, I have seen those stripped down on a recurring basis. I would be more than happy to formalize a proposal, but I wanted to

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throw that out in case there was any desire to move on it. Last month, we provided a proposal to the Board for some work on Cat Brier. I think that started the discussions that ensued. In retrospect and looking at the meeting minutes and the comments made, I am thinking that we did not define that scope very well. The purpose was for transplanting needs that we evaluated from our walkthrough with Mr. van der Snel. We have sensed from conversations that we should pull that off the table. As Mr. Berube mentioned, in our meeting, we talked about staffing at six workers plus Mr. Rukkila. We currently have eight employees plus Mr. Rukkila. One guy is out on medical leave, but he is due back soon. The net number is seven right now plus Mr. Rukkila, but we are committed to eight plus Mr. Rukkila. We are going to start the transplant work along Cat Brier next week. As we get close to completing that, then we will come back with some plant material for supplements and fillers as a result of our walkthrough. We will see if we can get this finalized.

Mr. Berube stated from looking around Town Square, I think that there are going to be some other areas where we need to eliminate brown patches of mulch and replace it with sod. There will be a number of other improvements to Town Square, which we will handle one at a time. Take a look at the roses, in particular the way they are being maintained. They look unkempt. I realize that roses require hand pruning, but they are there.

Mr. Rinard stated I will take a look and address it.

Mr. Berube stated the roses would be very nice if they were pruned.

Ms. Kassel asked is anything happening with the Cat Brier refurbishment?

Mr. Rinard responded that is what I was referring to. This next stage would be taking some of those grasses, spreading them out, and doing some fill work. After that, we will go into some of the areas where supplemental plants, fillers, and new plants would occur. We took an afternoon and walked it and discussed ideas for that. The next step is to take what we have, consolidate it, spread it to wherever it makes the best use of what we do have, and then look at the fillers and supplements that are needed on the back side of that.

Ms. Kassel stated there are two new trees by the dog park in beds that use to have perennials. Now that is just dirt. There is not even mulch. What is the plan for this area?

Mr. Rinard responded I will look into it.

Mr. van der Snel stated to keep them watered, Mr. Rukkila made a barrier around it.

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Ms. Kassel stated you mean a little berm.

Mr. van der Snel stated yes. Once that is complete, the water will stay in. After that, we will mulch it.

Mr. Rinard stated that is for establishment purposes. I would have to take a look at it. I do not know if there is sufficient room around the root ball area to put in some plantings.

Mr. Berube stated I think the problem is that the berm got trampled by kids. It did not look like a berm anymore. It looks like a sand pit that kids have been playing in. I saw it, too, and then realized that was a new tree where there used to be a berm.

Ms. Kassel stated I understand why the berms are there, but I wanted to know the plans going forward.

Mr. Berube stated all of those transplanted trees have berms around them. They are still being watered manually and will continue to be manually watered for another couple of weeks. Once they are established, the berms will go and they will be mulched like the rest of the trees.

A Resident stated I live on Buttonbush Loop, and they cleaned out the conservation area across the street from me. It looks great. I suggest installing a doggie pot station around the loop.

Ms. Kassel stated there is one in the park.

The Resident responded yes. I live right on the circle. There is a lot of dog activity across the street, and some people do not pick up after their dogs.

Ms. Kassel asked is there also one in Teardrop Park?

The Resident stated yes.

A Resident stated no one knows where it is.

Ms. Kassel stated there is one right behind the loop and one in front of the loop.

A Resident stated I understand that, but I see people not picking up after their dog. I do not know what we can do.

Mr. Berube asked do you want one prominently in front of the conservation area at the loop?

The Resident responded yes. It may encourage people to pick up after their pets.

Mr. Berube stated we can do that, not a problem.

Mr. Walls stated we can relocate one that is not being used a lot.

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Mr. Berube stated our guys are out there all the time, and they know what the usage is. We can either pull one and move it if it is not used much, or we can add one.

Mr. van der Snel stated they are all used, but we have one we can put there.

#### **iv. Facility Agreement**

Mr. Rinard stated we are prepared to execute the agreement for the facilities.

Mr. Holt stated we spoke to Mr. Rinard, and there is one change regarding the insurance requirement that we will have to discuss this with the developer's attorney. I do not think it will be an issue, but we just want to make sure.

Mr. Berube stated we can do it electronically and swap the signature pages. We will work it out.

Mr. Rinard stated the fence is gone.

Mr. Berube stated we noticed that. I looked at it today and it looks good.

### **FIFTH ORDER OF BUSINESS**

#### **Developer's Report**

Mr. Glantz stated we are still tracking to complete the dirt work in parcel F—Cherry Hill—and parcel H-2—Hawthorne—by the end of April with full completion by sometime in May. As far as the timing of the next development, we are going to be commencing construction on parcel O in May. We will be moving the construction work from the two parcels on the west side to parcel O and then to parcel I on the east side. Everything we are reporting now is a repeat of what I reported at the last meeting. We are on schedule for all of these items. I will be taking a vote of my Board members over the next couple of days regarding the storage area, and once it passes, we are going to start that process. We talked about that at the last meeting. We received over 20 inquiries at this point from people who want to lease space, and every day we receive another one or two. We are moving forward in that direction. Construction is ongoing in Rosewood. Construction will start on the model homes any day, if it has not started already, by Richmond American Homes. The next community will have two models going up.

Ms. Kassel asked are the two models going in Hawthorne?

Mr. Glantz responded yes. Lennar is building a model. They started construction this week on the homes on the section of lots that are closest to U.S. Hwy 192. They will be building them fairly quickly. Richmond American Homes will be starting construction on their model home on the pond any day.



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Mr. Berube stated you and I had a conversation about signs in CDD easements today. I saw your response, and I appreciated the quick response. This Board has a fairly stringent sign policy of no signs on CDD property. I do not want to run afoul of any developer agreements that you may be making with builders. I think you are clear about our wishes on that. Do you agree or do you think you need an agreement for builders to put up signs in CDD easements? Give us some guidance as to what your thoughts are.

Mr. Glantz responded we have a fairly strict policy with the builders. When I received your text earlier today, I forwarded it to Ms. Amber Sambuca, who went out in the field and asked for your phone number because she noticed no Lennar flags. Once we locate what they are, we will have them removed from CDD property. As you know, Lennar randomly installed a sign on CDD property on Five Oaks, and we promptly asked them to remove the sign, which they did. I think we are in step with what the Board wants. We are trying to get a cohesive set of signs within the community. Obviously inside of the parcels in front of the model homes, it will be a different story. But we want the major roadways in the community to be neat and clean and professional.

Mr. Berube asked did Ms. Sambuca find no flags in the area that I mentioned?

Mr. Glantz responded I forwarded your text message to her, and she will follow up with you tomorrow. If it is something that is inappropriate, we will have the builder remove it.

Mr. Berube stated that is fine. Thank you.

Mr. Glantz stated I believe we are in lock step on the signage program. We do not want to have this community look like a used car lot. We want it to look professional.

Mr. Berube stated those are the right words. I see smiles on faces.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Engineer**

Mr. Boyd stated Mr. Berube asked me to update the maintenance map, which I have done and I am distributing to the Board. This reflects the neighborhood that was recently completed, H-1, as well as the two new neighborhoods under construction. It is not ready to be implemented at this point. On the old map, we had areas in orange and yellow. The areas in orange were kept highly maintained versus the areas in yellow were CDD areas that were not mowed as frequently because you did not have a landscape program in place. That is the color differential. That is for the Board's use and review.

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Mr. Berube asked is it safe to presume that areas marked as “community parks” and “open spaces” are CDD property?

Mr. Boyd responded those are CDD lands, as well as the areas in yellow.

Mr. Berube asked are undeveloped open spaces also CDD lands?

Mr. Boyd responded the yellow and orange areas are CDD lands.

Ms. Kassel asked Billy’s Trail is CDD property?

Mr. Boyd responded I am not sure if it is platted in the CDD yet. I do not think it was. It was designated as common space. It is not technically owned by the CDD yet. When that area is developed and platted, the exact configuration will be determined. I guess it is in yellow because it is a common space. At the same time, we extended that common space up to Billy’s Trail.

Mr. Berube stated conservation areas are not owned by the CDD.

Mr. Boyd stated correct; they are developer land. A conservation easement has been dedicated over them.

Mr. Berube stated they are permanently like that.

Mr. Boyd stated yes.

Ms. Kassel asked in one of the DRI amendments, did #4 change from the Birchwood DRI to the Harmony DRI?

Mr. Boyd responded yes. It was just a name change.

Ms. Kassel stated there is a habitat management plan for these conservation lands and a conservation trust. What is the conservation trust? Will the CDD have any part of that? Should it or should it not? What is the plan for ownership of that land and those preserved areas? They are currently owned by the developer, but there is an easement. What is the plan?

Mr. Boyd responded I cannot answer that question. I have to go back and reread the DRI because I am not involved in the management aspect. That is something we need to ask the developer.

Mr. Berube stated the developer gives you orders, and you manipulate them so it all works.

Mr. Boyd stated anything that is transitioning to operational, I am not involved in. We were involved in the preparation of that DRI document back in 2001 and 2002, but we have not worked with it since.

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Ms. Kassel asked did that call for a conservation trust?

Mr. Boyd responded I do not recall a conservation trust. If there is reference to a conservation trust, I would have to go back and reread the document to see what it was talking about.

Ms. Kassel stated the 2004 amendment does refer to the conservation trust.

Mr. Berube asked can you make one or two larger copies of this map?

Mr. Boyd responded I brought a couple of large copies with me.

Mr. Berube stated the reason I asked for this map is because the plans have changed a lot in the last several months. Secondly, the developer has asked Mr. van der Snel and me to accompany him and some of his folks to a meeting to address edges. There are many places where CDD lands abut developer lands. In the past, developer staff mowed areas that were overgrown, and those folks are gone. Now, the developer does not want to do anything that they do not have to do or encroach onto our property, and we do not want to do anything that we do not have to do or encroach onto their property. We are going to have this meeting soon to settle all of these boundary edge areas. Without having a current map, we have no way of knowing who owns what. I do not remember who owns what under the 998 acres, and I do not think anyone does. That is why I asked Mr. Boyd to put this map together for us. We should have this type of information anyway.

Mr. Boyd stated another thing to consider is, as Lakeshore Park has been extended and is being built out, think about changing the maintenance that you put into it, as opposed to it being mowed like a pasture where people were not going. It is an area that people will start frequenting. You do not have to, but it is something to think about.

Mr. Berube stated it is something for the Board to think about between now and next month. In the last several weeks, Davey Tree had several of the CDD ponds clear cut down to the water's edge because it had been a long time since it was done. That is supposed to be done a couple of times a year. The question becomes if we want to have the clear cutting to the water's edge done a couple of times a year and leaving a rough effect. Davey Tree might be willing to trade off cutting all the way to the water's edge on their weekly rotation when they cut. It is not an adder for them to keep it clear cut all the way to the water's edge.

Ms. Kassel stated you and I both attended a presentation on this some years ago. The purpose for having growth at the pond edge is to catch pollution, litter, and anything that

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might end up in the ponds, to keep the ponds cleaner. There was a reason that we were only cutting twice a year around those ponds, and I feel it is the appropriate thing to do.

Mr. Berube stated I understand and I agree with you. We have always been told that the ecological benefit of having it that way is important. But the reality is, after they cut, the litter is still there. Plastic bottles, paper, and plastic bags are left there and a good mound of weeds. When the rain comes, it washes all of that into the pond anyway. The positive effect is outweighed by the negative effect. I am not sure. If the Board wants to keep it on a twice-a-year clear-cut schedule, that is fine. It is something to think about. I noticed what happened after the clear cutting.

Ms. Kassel stated if it is clear cut all the time, there would be more litter in the ponds.

Mr. Berube stated maybe.

Mr. Walls stated I am okay with the current schedule. I do not think it looks bad. I think it looks nice having a buffer area around the pond. Maybe we should organize some pond-cleaning events from time to time.

Ms. Kassel stated I thought that someone was responsible for keeping the ponds free of debris.

Mr. Berube stated in theory, the District staff does that. The problem is that it got so far out of control last time. There was a lot of litter buried in the weeds that you did not notice. Once they cut it and you took a look, you saw it. It was a mess. If we keep it to twice a year rather than waiting more than a year like we did this last time, it probably will be minimized. The question is how you want it to look and what you want to do about the ecology. Some like it clear cut all the way and some do not. The key is that we have Davey Tree advised that we want to adhere to the contract at least twice a year. That should minimize the trash buildup and should make the pond visible. We can also ask District staff to go around the ponds on the four wheelers and pick up trash. They have done that a couple of times. The last time, it was so tall that you could not see the trash. We will leave the clear cutting as it is.

Mr. LeMenager stated you have Long Pond identified in yellow, which is undeveloped open space. Clearly the part of Long Pond between Schoolhouse and the pond itself has gotten developed. There are a lot of benches, trees, plants, and flowers. I am not sure that I would identify that as undeveloped space.

Mr. Boyd stated it is still a draft, so we will note that.

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Ms. Kassel asked when will we see neighborhoods O, I, J, K, and L?

Mr. Boyd responded I do not want to put them on there until the final plans are approved because they will continue to change. For neighborhoods O and I, as we get into April, the plans will probably be firm enough to put on the map.

Mr. Berube asked is the source material for this Google Maps or some other satellite map?

Mr. Boyd responded the source is basically our AutoCAD drawing base of the property. It is the same work as the plans that we prepare. Those are the same edges that you are seeing.

Mr. Berube stated I have seen your work with Google Maps on some of our contracts in the past. Would it be terribly expensive to get a Google Maps overlay?

Mr. Boyd responded no, we can do that. I actually thought about doing one for this exhibit, but it was not working well with the colors.

Mr. Berube stated when the next neighborhood comes online, which would be O, that turnover would have a revised map. If you can do that with Google Maps, give it a shot.

Mr. Boyd stated sure.

Ms. Kassel stated there is strange animal-looking black thing near the end of Five Oaks Circle.

Mr. Boyd stated that is part of the lift station. The source is our CAD information. A layer got turned on that should have been turned off. I have one other item. I have a form that needs the Chairman's signature for the SFWMD. It is the form that officially tells SFWMD that the CDD is the official maintenance entity.

Mr. Berube stated I received a copy of that email.

### **B. Attorney**

Mr. Holt stated last month, the Board approved the contract with Aquasol Controllers, doing business as Poolsure. They came back and had a concern about the professional liability insurance requirement. We researched the industry standard, and it is not normal for this type of contract, so we revised it and sent it to Mr. Berube for signature. At the last meeting, Mr. Tim Qualls talked about sending another letter to Mr. Michael Heaphy for the fence relocation. I believe that the \$700 was paid.

Ms. Kassel stated yes. I have an email exchange with Mr. Heaphy. He was very offended. I told him that the CDD was also offended and I listed the reasons why. I asked him to please pay the bill so we can move on, and he did.

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Mr. Holt stated I am glad everything worked out. There was a rule workshop last night. Mr. Qualls called into the meeting, but I have not been able to speak with him yet. If anyone has any questions or anything that I need to look into, please let me know and I will write it down and get back to you as soon as possible.

Ms. Carole Greenwald stated we need to address the three-day right of recession. It is in the documents.

Mr. Berube stated the outcome is that we gave Mr. Qualls marching orders last night to research the legality of where we stand with that. That will be addressed at our next meeting that covers rules, which more than likely will be next month's meeting.

Ms. Greenwald stated as a realtor, I am not concerned because it does not apply to us in selling resales. But from the standpoint of what the documents say, I think it is either something that we have to address or put in a notice to change it. I do not think that we should be cavalier in saying that we do not need to worry about it. I do not think it is a CDD responsibility. I believe that it is Starwood's responsibility.

Mr. Berube stated it is in our rules.

Ms. Greenwald stated my point is that Starwood amended the rules.

Mr. Berube stated I understand. Did you think that we were taking this lightly last night?

Ms. Greenwald responded no, I did not, but when Mr. Holt asked if there was anything else, I want to remind him that yes, there is.

Mr. Berube stated Ms. Greenwald is referring to the three-day right of recession in the rules package. Mr. Qualls expounded on that last night. He was going to do more legal research on the right of recession to see if we *can* do it or if we *must* do it. That is the key. If we can do it, I think we are probably going to let it go away, but if we must do it, then we have to address it.

Mr. LeMenager stated to be honest, I cannot see that there is any conceivable legal basis for this body to have that in its rules because we are a public body and yet we are trying to put in a rule about a contract between private parties on private land. It goes back to the comments that I was making last night. We know that you never tell people what they should do or not to do, but we do imagine that there were times in 2000 when you were falling off of your chair laughing silently.

Mr. Farnsworth stated I do not think there is any federal law that requires that.

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Mr. Moyer stated I think what Mr. Qualls will report to you is that it was a commitment that was made to the County Commission as part of the establishment process for the District. I think that is what you will find. I do recall that there was that type of discussion with the County Commission.

Ms. Greenwald stated that is exactly what I was told, too.

Mr. Berube stated along those same lines, there are a bunch of rules about public financing disclosures. I think at least once a year, Mr. Moyer has some sort of resolution or something that addresses our requirements about public financing disclosures.

Mr. Moyer stated what the law provides is that we will prepare a disclosure and make it available to the developer, which was done. The developer's obligation is to continually pass on that disclosure that your property is within a CDD. In the public records, the recorded document is a notice of establishment of the District that goes through the same types of things. On our website, there is a question and answer on the assessments. There is also a disclosure on our website. I think we are covered. It is now more a developer obligation than it is a CDD obligation.

Mr. Berube stated I know that you addressed it, not often, but it is some routine piece of paperwork. I guess you are updating whatever it says on the website, but I know we have addressed it. I just want to make sure that we are complying with all of the rules.

Mr. Moyer stated yes, you are.

Mr. Holt stated the last item is the sublicense agreement. I spoke with Mr. Rinard, and after speaking with Mr. Bob Evans, we will make any appropriate changes and have it executed.

Mr. Berube stated we will have one for you with Aquasol. We have the executed and notarized version. I thought I had to sign it, but Mr. Moyer needs to sign it. I will send it to Mr. Moyer electronically. It is in process. They are doing the work. It is just a matter of getting the agreement signed and a copy back to them.

### **C. Field Manager**

#### **i. Dock and Maintenance Activities Report**

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

Mr. van der Snel stated I would like to discuss the sailboat incident. On page 2 of my report it says that parts are ordered. Parts are not ordered yet. It is still up for discussion.

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We finished the bathroom project today. It is all done. There is going to be an anti-slip seal on the tile so we do not have any slipping accidents. Slip warning stickers were placed on the doors. They were not there before, and we put them on now. All doors are painted. It is looking good.

Mr. Berube stated the restrooms look brand new. I believe there is going to be some touch-up paint.

Mr. van der Snel stated yes. There will be fresh paint on the window frames. It will look a little more diverse.

#### **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. Berube stated we commented on the sailboat last month. The question becomes what we do about the sailboat. It sits there and absorbs money every year for minor replacements and refurbishments. The sailboat does not get used much, from looking at the boat activity report. There was an incident about three weeks ago where Mr. Edward Kuykendall had it out, and the wind changed and rolled the sailboat over. Luckily, he was not hurt and amazingly he was able to keep his cell phone out of the water and call for assistance. He made it to the top of the sailboat with his cell phone. The rescue boat came to get him and towed the sailboat back. The problem was with the mast, sail, and various rigging. When a boat goes upside down in the water and you drag it back, it is not good for any of those things, and we have damages to that boat of \$1,650. With the labor, the cost will be about \$2,000. The question becomes if we invest this money in the sailboat and let it sit there and suck up the sun and deteriorate for another five, eight, or ten years and not get used very much, or do we not invest the money and auction it off as disposable property that will probably bring \$400 or \$500. What would it be worth if we purchased a new sail and everything? Maybe \$2,000 or \$3,000; I do not know. There are a couple of questions to be wrestled with. Do we charge Mr. Kuykendall for the damages to the boat?

Mr. LeMenager responded I do not think so. Accidents happen. It was an act of God.

Mr. Berube asked if accidents happen, why do we have a deposit on the boat?

Mr. LeMenager responded for malicious damage.

Ms. Kassel stated I disagree.

Mr. LeMenager stated that is why we are debating.



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Mr. Berube asked if we repair the boat and then sell it, can we recover the cost of repairing the boat? I think we can.

Mr. Walls stated I do not think it is worth taking that risk because you have no idea how much money you are going to get.

Mr. Berube stated you are right.

Mr. Walls stated given the small amount of usage on that boat, it does not make sense to me.

Mr. LeMenager stated the money might be better spent on the pontoon boats. We can maybe figure out how to recharge them faster or purchase another pontoon.

Ms. Greenwald stated I agree with Mr. LeMenager. How many times a year does someone take the sailboat out?

Mr. Berube responded no one with the exception of Mr. Kuykendall.

Ms. Greenwald stated that is what I am thinking.

Mr. LeMenager stated he is the first person who liked to sail.

Mr. van der Snel stated he took it out three times.

Ms. Greenwald stated it is not a high-demand item.

Mr. Walls stated it is not a sailboat lake, either.

Ms. Greenwald stated I suggest putting it up for auction.

Mr. Berube stated the problem with the sailboat is you need to have wind. We keep people off the lake when it is windy. I was amazed that he found enough wind to roll the sailboat over. The first decision is that we are not going to repair the sailboat.

Mr. LeMenager stated no, we are not.

Mr. Berube asked do we want to put it up for disposal?

Mr. LeMenager responded yes.

Mr. Walls stated I suggest scrapping it.

Mr. Berube stated scrap it or sell it.

Mr. LeMenager stated someone may want it to fix it up.

Mr. Berube stated we will put the bid out like we did last time, and chances are that guy from Missouri will come out, put up a low amount of money, and take the boat away. The boat will be set up for auction disposal. The next issue is what we want to do as far as charging Mr. Kuykendall for damages.

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Mr. Walls stated I am not in favor of going after him. I think he did us a favor by us getting rid of it.

Mr. LeMenager stated it was not malicious damage. He knows how to sail. At the end of the day, it is not a great lake for sailing in. He got caught in some wind that knocked the boat over, and he did his best to try to rectify the situation. It sounds to me like some of the damage came from towing it in.

Mr. Berube stated part of it is when the mast goes into the water, and the rest happens as you tow it in and it scrapes the bottom.

Mr. Farnsworth stated I am neutral. I like the concept of the sailboat being available, but if it is going to become costly, then we need to get rid of it.

Mr. Berube stated the question is if we charge damages to Mr. Kuykendall who rented it.

Mr. Farnsworth stated I am not saying no.

Mr. Moyer asked what about if you give him the option? If he likes to sail, tell him to fix the sailboat; otherwise, we are going to auction it.

Mr. LeMenager stated what a wonderful suggestion.

Ms. Kassel stated other Board members have had a lot of concerns about setting precedence, for example, with Mr. Heaphy and his fence. Here we have a significant amount of damage to the boat as a CDD asset. If we let that go, then anybody else can say that someone ruined a CDD asset and did not have to pay, so why should I have to pay.

Mr. Berube stated here is the problem as I see it. The boat had a sail on it, and we last replaced that sail about five or six ago. There was time on the boat. What we are asking at this point would be for Mr. Kuykendall to restore the components that got damaged to brand-new condition, when they were not new. They had some time on them.

Ms. Kassel stated we could ask him to pay for the value of the boat at the time he took it out.

Mr. Berube stated he put down a \$250 deposit, and he thought that he was limited in damages to \$250. In thinking the entire thing through, I think a decent compromise would be to assess him \$250 and be done with the boat so we have no further problems with this boat.

Mr. Walls stated I am fine with that.

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Ms. Greenwald stated Mr. Mike Hubbard seems to be very knowledgeable with regard to sailing. In fact, he taught the course on sailing that particular boat. Would it not be a good idea to ask Mr. Hubbard if the incident was due simply to weather or possibly pilot error?

Mr. Berube stated it is always going to be a little bit of pilot error, but we have an explanation from Mr. Kuykendall. He was in the process of turning around, and the wind had gone dead. Suddenly, a gust came along during the process of turning the boat around. He was on the low side of the boat, and it turned over. That is exactly what happened. Was it weather related? Yes.

Ms. Kassel stated that is his report of what happened. Ms. Greenwald is suggesting that we ask someone else.

Mr. Berube asked how far do we go with this?

Mr. Walls responded I suggest that we go with Mr. Berube's suggestion of assessing him \$250. I think that is fair. Like you said, the boat was not new or close to being new.

Ms. Kassel stated it was worth a lot more than \$250.

Mr. LeMenager stated yes, but we are going to dispose of it.

Ms. Kassel stated I understand, but it was a CDD asset. What if someone does something to another boat or some other asset?

Mr. Walls responded I do not see that happening with another boat because of how they are set up.

Mr. Farnsworth stated there are many different scenarios that you can imagine where something would happen.

Mr. Walls stated we are going on ten years, and this is the first time something like this has happened.

Ms. Kassel stated we are going to double the number of people in this community in the next couple of years.

Mr. Berube stated we had extensive discussion. Does someone want to make a motion to charge Mr. Kuykendall for damages?

Mr. Walls made a MOTION to authorize staff to charge Mr. Kuykendall \$250 and put the remnants of the sailboat for sale.

There being no second, the motion died.

Ms. Kassel made a MOTION to obtain an estimate on the value of the sailboat at the time of the incident and request that Mr. Kuykendall reimburse the CDD for that amount, with the proceeds from the sale of the boat to be recompensed to Mr. Kuykendall up to the amount of damages paid.

There being no second, the motion died.

Mr. Farnsworth stated I prefer Ms. Kassel's structure in getting rid of it over Mr. Walls's suggestion.

Mr. Berube stated you are going to spend money to get someone down here to give a value on the boat.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor except Mr. Farnsworth, approval was given to dispose of the sailboat in its current condition.

Mr. LeMenager asked what do we do about Mr. Kuykendall?

Ms. Kassel responded we do a lot of business with Advanced Marine. We could have them take a look at the sailboat and give an opinion of what the value would have been before the accident.

Mr. van der Snel stated the sailboat is disassembled. We removed the mast and all riggings and parts.

Ms. Kassel stated that is fine.

Mr. van der Snel stated the parts are in a pod.

Ms. Kassel stated we do a lot of business with him. Do you think he would be willing to come and take a look and estimate the value?

Mr. van der Snel responded he will come, but he will charge us \$150.

Mr. LeMenager stated in my opinion, it was an act of God.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor except Ms. Kassel and Mr. Farnsworth, approval was given to not seek recompense from Mr. Kuykendall for damages to the sailboat.

Mr. Berube stated the boat will be disposed of, and we will allow Mr. Kuykendall to be off the hook.

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Mr. van der Snel stated usually we have a monthly report. At a request from Phil, I included a Facebook report. There are a couple of items that were addressed on Facebook.

Mr. LeMenager stated I thought it was very good.

Mr. van der Snel stated Facebook works for me because I can respond quickly. People message and call me, and we try to solve issues as soon as possible, and we do. The Facebook report says that a resident had a concern about cigarette butts at the dog park. No smoking is allowed in the dog park, and we placed an ash tray outside so people can dispose of their cigarette butts before they come in. That was a good option and resolved that issue.

Mr. LeMenager asked we actually have a power washing schedule? My wife commented that we have a lot of black sidewalks. A lot of sidewalks in the parks are getting nasty looking. Do we have a plan?

Mr. van der Snel responded we do not have a schedule for power washing the sidewalks at this point.

Ms. Kassel stated we used to.

Mr. Berube stated the power washing of sidewalks used to be driven because the manager in charge of field staff worked for the developer. They typically washed the sidewalks that were in prime areas, like the major roadways and Town Square.

Mr. LeMenager stated we have the equipment, and we own it.

Mr. Berube stated yes, we do.

Mr. LeMenager stated maybe it would be a good idea to have a power washing schedule.

Mr. Berube asked once we start that, how do you make a decision about whose sidewalk gets power washed and whose does not?

Mr. Walls stated Mr. LeMenager is talking primarily about the sidewalks in the parks.

Mr. LeMenager stated yes, I am talking about mainly the parks, not the streets. In the small park behind my house, the sidewalk is black.

Mr. Walls stated that needs to happen.

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Mr. LeMenager stated the streets are a different issue. We spend a lot of time talking about plants and making things look good, but if you walk into a park and the sidewalk is black or moldy, that is a big negative. Please address that.

Mr. van der Snel stated I will definitely make up a schedule because I agree. We are working on grinding the sidewalks, which is ongoing and going well. Once that is done, we can assign a staff member to do power washing.

Ms. Greenwald stated oftentimes I asked about inside streets. I am not talking about Five Oaks, Cat Brier or Schoolhouse. We already established that the grass area between the sidewalks and the curb is CDD property. Who is responsible for pressure washing those sidewalks?

Mr. Berube responded the home owner is responsible for pressure washing the sidewalk in front of his home. The maintenance for lifted or broken sidewalks is the responsibility of the CDD.

Ms. Greenwald asked what about the cleaning of the sidewalks?

Mr. Berube responded the home owner.

Ms. Kassel asked regarding bullet point four in your Facebook report, why would a staff member clean dog waste from a sidewalk in front of someone's house?

Mr. van der Snel responded that was on his own initiative. He saw it. No one asked him to do it. He was concerned about people walking through it, and he cleaned it up.

Ms. Kassel stated I seem to recall the conversation on Facebook where the residents who had the situation complained on Facebook and requested that someone from the CDD address it.

Mr. van der Snel stated that is incorrect. The staff member saw it, and it was a coincidence. He saw it and took it upon himself to clean it up. If he would have been asked to do it, it would have been at his own discretion. I advised him to make the right choice. If I see a full doggie pot bag on the street, I pick it up. I instruct staff members if they see trash to pick it up. That is pretty much what the golden rule is. However, if there is dog waste on the sidewalk and he decides at his own discretion to clean it up, I encourage that. I think that is a very positive thing so no one else steps in it. However, they are not instructed to look on the sidewalks and clean it up. It is their choice.

Ms. Kassel stated or to have residents request we clean up their sidewalk.

Mr. Berube stated that can get out of control quickly.

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Mr. van der Snel stated if it is a demand of a resident, they are instructed to call me.

Mr. LeMenager stated I am not sure if this is a field manager issue or a Supervisor request. We seem to have on our easements on some of the boulevards these five-foot-tall orange-white posts from Century Link. Why are they there?

Mr. Berube responded there are fiber optics under those sidewalks, and those posts are there to remind people to look before digging, such as for irrigation repairs or planting a tree. You are supposed to look 100 feet in either direction before you cut their very expensive fiber optic cable.

Ms. Kassel stated they have an easement.

Mr. LeMenager asked is there anything that we can do about that or ask for smaller posts?

Mr. Holt responded you can ask Century Link to move it.

Mr. LeMenager stated we have had BrightHouse here forever, and they do not have big, ugly posts sticking up. Why does Century Link get a competitive advantage over BrightHouse? They both have lots of expensive wires underground.

Mr. Berube stated I doubt that they are going to make any difference. Are you suggesting that those posts disappear?

Mr. LeMenager responded it is my suggestion that they disappear or we find out what the legal basis is for them putting it there.

Mr. Holt stated it depends on the language in their easement.

Mr. LeMenager asked who would they have gotten the easement from?

Mr. Holt responded I was just informed that they have an easement.

Mr. Moyer stated on those plats, I am sure that they have reserved a utility easement.

Mr. LeMenager stated we spend all of our time making Harmony look nice, and these guys from Century Link think that they can come and put in these posts. We spend all of our time talking about signs and we want the boulevards to look nice, but suddenly we have all of these five-foot poles. Why can it not be a one-foot pole?

Mr. Berube responded if it is your wish that they disappear, we can take that under advisement.

Mr. LeMenager stated it is certainly my wish that they disappear.

Mr. Holt stated you can speak with them and see what they would do. Maybe they can put in two-foot poles.

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Mr. Berube stated I have seen those poles around the last subdivision I lived in, and the same thing happened. They were only about 18 inches high. Whether it is 18 inches or four feet, it is still sticking something out of the ground. Surprisingly, one day they were all gone.

Ms. Kassel stated I believe that there are three poles on Cat Brier. I know one disappeared in front of one particular house.

Mr. Berube stated some are getting pulled out of the ground.

Mr. LeMenager stated we would never suggest to anybody that they go out in front of their house and pull out one of these ugly-looking poles.

Mr. Berube stated we get your idea.

Ms. Kassel stated things happen.

Mr. Berube stated since this is Mr. van der Snel's report, we should discuss the subject of our credit card ability and streamlining access card applications. In the last five months, how many access cards have you issued?

Mr. van der Snel responded I was just looking into that. Since I started in September, I believe that there have been 180.

Mr. Berube stated the access card issuance is going up and up. We have this convoluted system now of people having to get their picture taken and send paperwork over to Ms. Rosemary Tschinkel. She does some processing. We talked about this before, and this is a policy decision. Mr. van der Snel gets all of the emails from Ms. Tschinkel, and he looks at the paperwork to make sure that all of it is in compliance. Then he issues the access card. From talking with Mr. van der Snel, he believes that he can do all of this paperwork locally, saving all of the transactions at Celebration, keeping people from having to email back and forth, and making Ms. Tschinkel do the work. The only question comes down to payment, which we discussed before. There is a new program called Square, which is a payment processing system that works over a smart phone. We do not have to make this decision tonight. Are you in agreement, Mr. van der Snel, that you can handle this?

Mr. van der Snel responded yes.

Mr. Berube stated it takes a lot of time with many convoluted steps. If someone gave him the paperwork, he does not have to go back and forth with Ms. Tschinkel. He can do it all here locally and probably get access cards issued instantly in a lot of cases.



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Mr. van der Snel stated Ms. Catherine Bordes from the information center has worked with Ms. Tschinkel because people are coming to her and asking questions about the access card.

Mr. LeMenager asked would they have to go over to your office?

Mr. van der Snel responded they could. Ms. Bordes has been working with the CDD and helping us out.

Mr. LeMenager stated I understand, but we also understand how things that the developer gives us for free can disappear at any moment.

Mr. van der Snel stated the office is public.

Mr. LeMenager stated here is a suggestion for you. Why not say you will issue cards every Friday at 3:00 p.m. from your office?

Mr. Berube responded we would need a rule to govern that change

Mr. LeMenager stated you can do something like that and make sure that you are in the office at that time. That would be nice and easy, and then we can finally get away from our dependence on people having to deal with Celebration.

Mr. Berube stated it is a matter of streamlining the process. The problem has gone down a lot lately, largely because he is issuing the cards as soon as the paperwork is done. We can do the payment collection one of two ways. We need access to the CDD checking account through Severn Trent, because with Square, you slide the card, Square takes 2.75% off the top, and then deposits that money into our bank account.

Ms. Kassel asked would we have a separate account for that?

Mr. Moyer responded yes.

Mr. Berube stated we can also offer PayPal payments for people who want to pay by PayPal. We would need a separate account. PayPal can be a direct deposit into the account. Both of them offer the same fees from 2.75% to 4%. We are not talking about a huge amount of money. People have been yelling for a long time. We would like to simplify it. The rate of card issuance is going up. I like the idea of simplification. If the Board is of the mind to do this, we can investigate with Mr. Moyer's office and figure out how to handle the logistics and make it easier.

Mr. LeMenager stated I am in favor of it.

Mr. Farnsworth stated there is some discretionary power that we granted to Mr. Moyer regarding issuance. Does that now transfer to Mr. van der Snel?

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Mr. Walls responded Mr. van der Snel is an employee.

Mr. Berube stated Mr. van der Snel works for Mr. Moyer. He does not work for us. Probably 95% of the applications are clean, and there is no question. The other 4% or 5% that would be questioned, Mr. van der Snel would refer back to Mr. Moyer. The discretionary responsibility would still stay with Mr. Moyer. It is just a matter of localizing it and setting up some type of system. The whole field services department is working well and people are not complaining. This is just one more step toward making the process simple for residents.

Mr. Farnsworth stated I just did not want to burden him.

Mr. Berube stated we will look at the entire package and talk to Mr. Moyer and figure out how we can set up this account.

Mr. LeMenager stated that would be a great idea.

Mr. Berube stated we could also do boat deposits the same way locally because people can swipe their Square card for their deposit. When they are done, you can unswipe it and send them a receipt by email.

Mr. Walls stated we are getting rid of boat deposits.

Mr. Berube stated any other access fees can be done locally rather than having to go over to Celebration. That is just an inconvenience to people.

Mr. Moyer stated I agree.

Mr. Berube stated it is 2015 and time to step up. Square is a great deal.

Mr. LeMenager stated it is a great idea.

Mr. Berube stated I would like to discuss the street light payoffs and that entire process. I want to see where this goes because it is going to take months and months to set this in place with OUC. We have to think ahead of this.

Ms. Kassel stated I would rather discuss this under Supervisor requests.

Mr. Walls stated we can also put it on the next agenda.

Mr. LeMenager stated we can discuss it under Supervisor requests.

Mr. Moyer asked did you discuss the boat reservation system last night? There is a little bit conflict, and I do not know if you addressed what happens when you do not have a reservation.

Ms. Kassel stated we discussed it.

Mr. Berube stated the issue was instant availability.

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Mr. Moyer asked is everyone on board?

Mr. Berube responded yes.

Mr. LeMenager stated we did not change anything because we could not take any action at the workshop last night.

Mr. Moyer stated I understand.

Mr. Berube stated we addressed it. If a boat is available, someone can take it out.

Mr. LeMenager stated we have not addressed it. We talked about it.

Ms. Kassel stated because we are still going through the rule change process, we have to keep the \$250 deposit and 24-hour advanced reservation until we change the rules.

Mr. LeMenager stated the 24-hour advanced reservation is not in the rules.

Mr. Berube stated it is part of the reservation system.

Mr. Moyer stated that is correct. For a long time, we did do that. If a boat was available, we let people do that, which is why I am bringing this forward and asking how you want to handle it. Obviously, it was an issue recently.

Mr. Walls stated for the online reservation system, we used the 24-hour rule. Anything less than 24 hours, the person can call and request a boat. It is at your discretion if it is available, based on other reservations. We need to have a paper form that they sign when they take the boat out so there is a record, and hopefully we still have some available. The limit for the boat is three hours. It used to be four hours. It is hard to go out and fish, given the transport time, and be back within three hours. I think we need to set that back to four hours. I do not think that would negatively impact how many reservations you can make in a day. You can only get so many with the battery charges anyway. Those two changes would be my recommendation.

Mr. Berube stated we already discussed last night the discretionary power for the boats. We gave him that last night.

Mr. LeMenager stated no, we did not take any action last night.

Ms. Kassel stated that is not exactly true. It is a policy.

Mr. Berube stated the 24-hour reservation is not a rule. It was a policy, and we decided to change it last night.

Mr. LeMenager stated we still cannot change policies at a workshop. We can only do so at this meeting.

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Ms. Kassel stated we talked about giving Mr. van der Snel discretion, but maybe there should be some criteria.

Mr. LeMenager asked was this a written policy ?

Mr. Berube responded no, it is only because of the reservation system.

Mr. LeMenager stated the policy is written to the extent that it is some place in the minutes.

Mr. Berube stated no, it became a policy because he did not want to deviate from the reservation system.

Mr. LeMenager stated maybe we should have a written policy.

Mr. Berube stated as a matter of fact, the website says we will try to accommodate you if a boat is available, and that is why this came up. We have no written policy that says you have to stick with the reservation system.

Mr. LeMenager stated no wonder the resident was angry.

Mr. Berube stated he wanted to stay with the policy, which was right. The policy says if you do not make your reservation 24 hours in advance, you are not getting a boat. However, we have conflicting information on the website that says if there is a boat available and we can accommodate you, we will.

Mr. Walls stated I think some of these changes happened, and I do not think any of us talked about it.

Mr. Berube stated of course not.

Mr. Walls stated that is the issue. The three-hour limit was changed, and we never talked about it here. I just want to make sure that when we start messing with these policies, that we have a discussion so everyone is aware.

Mr. Moyer stated I suspect that some of that came about with the reservation system. When we implemented the online reservation system, I think people were making decisions that the Board probably did not even know about.

Mr. Walls stated since the reservation system was implemented, things have changed since then. As far as timing and availability, it evolved on its own.

Mr. LeMenager stated to the residents in the room who are trying to interject, Mr. Berube is not being rude, but the audience actually has no voice in this meeting. He is very polite sometimes, and we try to be very accommodating. The public does not have a

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voice at a governmental meeting, other than the comment section at the beginning of the meeting.

Mr. Berube stated the thing that changed with the reservation system is that the field staff manager decided to live with the precedent that the reservation system sets, which is if you do not a reservation made 24 hours in advance, you are not going to get a boat. That was not the policy before under previous management because that was within their discretionary ability. If the lake was safe, if the persons were verified as having the deposit on file and taken boat class, if the boat was available and was not going to cause a conflict, they let boats out. What changed was the person making the decisions. In my opinion, he made the right decision because the way he read it, we gave him the reservation system, and the reservation system locks you out if it is less than 24 hours.

Mr. Moyer stated I am not being critical. I just wanted to have the Board address something that was obviously a contentious issue.

Mr. Berube stated I understand. We used to let boats out routinely without a reservation, if all other conditions were met. He decided to stick with the policy and rightly so.

Mr. Moyer stated right.

Mr. Berube stated all we have to do is recognize it. We told Mr. van der Snel clearly last night that he has discretionary authority to let people have a boat, if all other conditions are met.

Mr. LeMenager stated we are telling him tonight.

Mr. Walls stated so Mr. van der Snel has the discretion to have people sign the form and take out a boat within 24 hours.

Mr. Berube stated yes.

Mr. Walls stated the other thing that we talked about last night was the ability for people to make multiple reservations at one time on the system. I think we need to cut that back to having one active reservation on the system at a time. When that reservation is done with, you can make another one. I just want to avoid people stacking reservations for every Saturday or something like that. I am sure that the system has the ability to do that.

Mr. van der Snel stated it puts them on a waiting list. A resident wanted to rent the bass boat for an entire day, and I told him that he could not do that because the batteries

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will not last that long. We purchased four new batteries and are dividing them among the boats. If you have too little time in between someone taking out the boat for four hours or sometimes longer, and if the next reservation is an hour later, the batteries will be drained. They need at least 2.5 hours to recharge. If the first reservation for the 16-foot pontoon starts at 7:30 a.m. until 11:30 a.m., and the next reservation comes in for 12:30 p.m. or 1:00 p.m., the batteries will not have the three- or four-hour power that they need.

Mr. Farnsworth stated almost all electric hand-powered tools are battery operated. You have one of them and you are using it heavily. You have a spare battery pack on a charger. As soon as that one runs out, you swap it and keep on going. Why do we not have a spare battery pack for the boats?

Mr. LeMenager responded because it would be very big and weigh 100 pounds.

Mr. Berube stated each battery is 60 pounds each easily. Each boat has four batteries, two cables, a couple grounds, and some straps that are mounted in a waterproof plastic box. The change of the four batteries would require significant labor, and it would probably take as long as it would take to charge them. Mr. Walls is saying he does not want to let people have this Saturday, next Saturday, and the Saturday after that. He wants them to have one reservation in the system and be blocked. Can we accomplish that?

Mr. van der Snel stated I will ask Mr. Mark Catanese.

Mr. Walls responded right now, you can have four at one time. We should knock that down to one. We are getting more and more people who are using the boats. It does not stop you from using the boat next Saturday.

Mr. LeMenager stated you are a heavy boat user. Has this impacted you?

Mr. Walls responded if you go right now, the weekends are packed and you cannot get in. We went eight or nine years on the four-hour window. Because of the time it takes to traverse the boat across the lake, three hours is pretty short. You have an hour of driving if you go across the lake.

Mr. LeMenager stated I understand. Maybe the four hours should be seasonal when the boats are open until 8:00 p.m. and the sun is out longer, but not in December, when you have a short day.

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Mr. Berube stated let us change it to one reservation at a time and see how that works. If we get a lot of reaction or negative reaction, we can change it to two, three, or four reservations.

Ms. Kassel stated I like two reservations.

Mr. LeMenager stated I do, too.

Mr. Walls asked what is the benefit of allowing two reservations per person?

Mr. LeMenager responded it is four reservations now. We do not want to shock everyone.

Ms. Kassel made a MOTION to allow two active reservations per person for the boats.  
Mr. LeMenager seconded the motion.

Mr. Walls stated I do not see where the benefit is to the community as a whole. I am still stacking two reservations. If I want this Saturday and next Saturday, that is precluding other people from being able to use the boat next Saturday. I do not understand that.

Mr. Berube stated it is democracy at work.

Upon VOICE VOTE, with all in favor except Mr. Berube and Mr. Walls, approval was given to allow two active reservations per person for the boats.

## **SEVENTH ORDER OF BUSINESS**

### **District Manager's Report**

#### **A. January 31, 2014, Financial Statements**

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

Mr. Moyer stated we have collected 70% of our non-ad valorem assessments through January 31, as compared to 68% last year. The variance does not mean much. On the expenditure side, we are under budget by \$72,370.

Mr. LeMenager stated we have \$2,000,000 worth of street lights to pay for, so always remember that.

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**B. Invoice Approval #178, Check Register, and Debit Invoices**

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

Ms. Kassel stated these zero-waste dog roll bags are different than the ones Mr. van der Snel and I discussed. We discussed how the newer bags were not as good. You demonstrated that they were not as good. I was wondering if the zero-waste bags are the same or different.

Mr. van der Snel responded I believe that they are different. I tested them again, and out of one roll, ten had no flaws at all. These are \$25 cheaper per box than the other ones and are biodegradable.

Ms. Kassel stated the other ones were biodegradable.

Mr. van der Snel stated I am still ordering them, but I can order the doggie pot ones. Those are \$180 per box, and these are \$153 per box.

Mr. Berube stated to be clear, there was a batch of bags that came with one of the doggie stations. Everyone was in agreement that they were terrible. The seams were broken.

Ms. Kassel stated that was different. These were bags that Mr. van der Snel and I discussed when we did a drive-around and we discussed various things. Frequently, the bags do not rip properly. When you put your hand in them, sometimes there is no seam. There are just problems with them. Some residents have complained. Mr. van der Snel and I talked about these, and I saw these zero-waste bags. I did not know if they were different than the ones that we had discussed or were the same.

Mr. van der Snel stated I think they are the same, but I can purchase the doggie pot ones.

Mr. Berube stated the zero-waste bags are the black ones. The doggie pot ones were dark green. I have a roll of each. I have them in my garage and take them when I take my dog out. I have used half of the roll of the black, zero-waste bags and have not found a problem yet. I agree that there were problems with an earlier batch and some of the ones that came with the new doggie pot stations.

Ms. Kassel stated we have these and will see how they work.



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Mr. Farnsworth stated the tear off problem continues. The perforation is lousy. You try to tear them, and sometimes the bag will split down the middle. The problem never existed with the blue ones.

Mr. LeMenager stated it sounds like they are cheaper, and more of them get thrown away and not used.

Mr. van der Snel stated they have been no problem for me.

Mr. Berube stated there is a fairly significant cost savings. I do not know if the waste negates that.

Mr. Farnsworth stated I cannot claim that. I just know that they are annoying.

Ms. Kassel stated we can put it out on Facebook to see if anyone wants to comment on them. The other question I have is about the Home Depot receipt for \$2,959.59, another one for \$2,500, and a MasterCard purchase for \$5,959. What was that for?

Mr. van der Snel responded there is a limit on the credit card of \$2,500. This was for the bathrooms. The total bill was originally \$3,450 and I received a \$450 discount for the tiling. Because I had that limit of \$2,500 on the credit card, I used the debit card to pay the remaining amount, which has a limit of \$500.

Mr. LeMenager stated you were maxed out.

Mr. van der Snel stated yes, I was that day.

Ms. Kassel stated there were two bills for Florida Resource Management for about \$5,000 each minus the health insurance. What confuses me is that we have Mr. van der Snel and three other staff members. Why were there two bills?

Mr. Berube responded because you have two pay periods each month. You pay by pay period. It is a two-week period.

Ms. Kassel stated there is a bill from PCD for a final permitting package of site plans. What is that for?

Mr. Berube responded that is the shade structure at Ashley Park that was donated to us by the developer. We had to have architectural drawings, engineering drawings, permitting at the County, and contractor fees.

Ms. Kassel asked why was that not labeled as to what it was? Usually things are marked as to what line item they fall under. This was not.

Mr. Berube stated it was either parks or pools.

Mr. Walls stated it was under pools according to the email in front of the invoice.

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Mr. Berube stated PCD is owned by Mr. Juan Moctezuma, who is a resident. He agreed to help us out getting this done. That donated shade structure ended up being a fairly expensive endeavor because the developer did not keep any of the original drawings or documents.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the invoices and check register, as presented.

### **C. 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.

### **D. 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.

### **E. Consideration of Resolution 2015-03 Designating a Records Management Liaison Officer**

Mr. Moyer stated there is a resolution that was included in your agenda package on public records retention. The Division of Archives of the State of Florida has an 88-page Statute that tells governments how long they are required to retain certain documents. Some are as short as three years, and some are forever. The recording secretaries and file clerks at Severn Trent brought this forward and asked if they could put it on the agenda. I said that I would do that. I am not an advocate of destroying public records. What that means to the Board is that you probably pay \$40 or \$50 to have your records stored in a storage facility called Iron Mountain because they are not kept onsite. Even for that, I think that it is worthwhile to keep the documents of the District, because as we are all aware, sometimes we have to go back and look at some of it.

Ms. Kassel asked are we talking per month or per year?

Mr. Moyer responded I think it is per month.

Mr. Farnsworth stated now we are at 10 years or more.

Mr. Berube asked where are our records now?

Mr. Moyer responded we comply.

Mr. Berube asked how are we paying them? We have never seen an invoice for this.

Mr. Moyer responded I think the reason that we brought this forward is you are going to start seeing that.

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Mr. Berube stated Severn Trent is going to break it out of the bill and charge us for it.

Mr. Moyer stated that is right.

Mr. LeMenager stated it has been included in the past, and now it will be itemized.

Mr. Moyer stated that is what I suspect.

Mr. Farnsworth asked how much of our records are now being placed into electronic form?

Mr. Moyer responded all of them now.

Mr. Farnsworth stated so we are talking about things that occurred in the past.

Mr. Moyer stated that is right. When this system was built, we had requisitions, which were from the contractor who had a quarter-inch of backup materials. Those are the types of things that are in there. There are bond documents and old resolutions of the Board going back to the year 2000. Anything we are doing now is done electronically.

Mr. Farnsworth stated we are keeping that on a quasi-permanent basis.

Mr. Moyer stated that is right. I think it is a recognition that there are costs that are incurred that need to be properly paid for by the District.

Mr. Farnsworth stated even with the electronic form, there are some costs incurred.

Mr. Moyer stated they have not brought that forward.

Mr. Berube asked where are the electronic records stored?

Mr. Moyer responded in Coral Springs.

Mr. Berube asked on their server?

Mr. Moyer responded yes.

Mr. Berube stated they are asking us to consider this resolution. Mr. Moyer is indicating that at some point, there is going to be a fee for this.

Mr. Moyer stated yes.

Mr. Berube stated at this point, Severn Trent wants us to accept the resolution. By doing that, we agree to a fee that we do not know what it is going to be. It could be \$500.

Mr. Moyer stated no. They provided that to me and the amount is pretty diminimus. I can get that information for you. There is no urgency for the Board to act on this. I would prefer this not even come before the Board.

Mr. Berube stated we agree with the concept. We believe that there is going to be a shifting of costs. I would like to know what they anticipate the cost is going to be.

Mr. Moyer stated I will get that for you.

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Mr. Berube stated when they shift the cost to record storage, they need to remove that from our monthly bill.

Mr. Moyer asked what do you mean?

Mr. Berube stated you say that it is included in the \$4,665 that we are paying every month. If they are going to charge us \$50 for records, take \$50 off the management fee.

Mr. Moyer stated that is fair.

Mr. Berube stated we have not given them an increase in many years. I would just like to know what we are agreeing to and what they anticipate the costs being.

Mr. Moyer stated there is no hurry to adopt this. I will find out and bring it back to you.

**F. Consideration of Use Application from the Harmony Community School for the Kindergarten Learn-to-Swim Event at the Swim Club**

Mr. Moyer reviewed the use application from the Harmony Community School for the kindergarten Learn-to-Swim Event at the Swim Club.

**G. Consideration of Use Application from the American Cancer Society for a Relay-for-Life Event**

Mr. Moyer reviewed the use application from the American Cancer Society for a relay-for-life event.

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

**H. Rules**

Mr. LeMenager stated the agenda package from last night's workshop was supposed to include a full set of the rules. There was some question as to some of the amendments to Chapter 1. Almost everything has wording at the bottom saying exactly when the resolution was adopted.

Mr. Berube stated it was a draft.

Mr. LeMenager stated it was amendment 4 about animals. I am sure that Mr. Qualls is going to get back to you on this, but I wanted to highlight it. We were sitting there discussing it, and Mr. Qualls said that he did not see a reference that the Board had ever actually adopted it. There is some question on the agenda package we received last night as to whether or not those sections of Chapter 1 were actually ever approved by a previous Board.

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Mr. Berube stated the reality is that every single document that we have out there is not signed or counter signed. This particular one was a draft. There were no signature lines at all, and yet we have them out there as our rules.

Mr. Moyer stated I am assuming Chapter 1 is the rules of procedure.

Mr. LeMenager stated yes, but there are several amendments that have taken place over time. Last year, we focused on Chapter 4, and this year we are taking a closer look at Chapter 1 and seeing that there are a lot of items that were not done and deciding if we should keep them. We got into the discussion if this is actually in the rules of procedure. Where did it come from?

Mr. Moyer responded if it dealt with meetings and ethics and things of that nature, then it would have been done when the District was originally established.

Mr. LeMenager stated it is the amendments that came after the fact. We have Chapter 1, which has boilerplate language. At a meeting of this body in 2000, they started adding amendments, and amendments were added fairly regularly. It is unclear whether amendment 4 was actually ever adopted. It is in the package, but there is no reference on the document. In fact, it says "draft."

Mr. Berube stated if you look at the rules package and all the amendments on the website, none of them are signed and yet we have all of them out there as being the force of law.

Mr. LeMenager stated if it is not signed, they have a note indicating when this Board adopted them.

Ms. Kassel stated it is in regard to the HOA and the CDD meeting once a year in reference to companion animal, habitat, and wildlife policies.

Mr. LeMenager stated the question is if amendment 4 was ever adopted.

Mr. Moyer stated we will take a look at it.

## **EIGHTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Berube stated last month, there was discussion about the payoff on the street lights. We have set up a sinking fund, which we have already used in the last year or two to balance our budget. The real theory on the street light payoff is, the best value comes from buying out contracts 1 and 2, which require a sum total of \$500,000. If we put the entire \$180,000 from savings on the bond reissue into that sinking fund, it will take us three years to get there. In the meantime, we will continue to pay these high dollars.

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Mr. LeMenager stated we have been very prudent and built up over \$1,000,000 in cash. We specifically earmarked items for certain reserves. We have a situation now where we are spending about \$200,000. We either let it sit there and earn .05%, or we pay down the hidden mortgage at 10.5%. The sooner we do it, the sooner we get our paybacks. Mr. Brock Nicholas did a great job. He got us the refinancing, lowered the rate dramatically on the 2000 bonds, and saved us \$175,000. We said that we are not going to lower everybody's operation and maintenance assessment but we are going to try to keep everything level so we can use that money to start paying things down. To me, at that same time, the discussion was also that we have been very prudent and have saved a lot of money for a rainy day.

Mr. Berube stated the rainy day is here.

Mr. LeMenager stated we discovered this. It came as a surprise to all of us. Let us start paying off one or two of those because as soon as you pay it off, our monthly street light bill goes down dramatically.

Mr. Berube stated exactly right. The reason why I brought it up is because Mr. LeMenager mentioned it. I know we talked about it. Then I thought that we just decided to put the \$180,000 in the budget into the sinking fund and wait until we get the money. I brought it back up again tonight because you mentioned it and also this is going to take awhile because the OUC manager has changed. He is going to get on board and work with his people to redo all of those calculations, which is no big deal because they are on spreadsheets. Having dealt with them already, it is going to take them three or four months to do that.

Mr. LeMenager stated we should actually pick one and pay it off. You are right; it could take two or three months until it is finally done. No matter when we make the decision, it is two or three months, and that is two or three months at 10.5% interest.

Mr. Berube stated once we pay it off, our OUC bill drops dramatically every month. You are starting to pay yourself back.

Mr. LeMenager stated correct.

Mr. Berube stated it is a 10.5% or 10.25% gain. That is what I am looking for. I am looking for direction from the Board on which one you want to pay off first and the best one to pay off, which is the first one or two contracts.

Mr. LeMenager stated that was Mr. Nicholas's conclusion back then.

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Mr. Berube stated that is correct. It is a little less now, but let us say it is \$500,000 to do it; we would have to write a check for \$500,000 and get that done. That is the question to the Board tonight. Are we in agreement to pull money from reserves and make this happen? Mr. Moyer has been involved in this for a long time. Are we thinking the right way?

Mr. Moyer responded again, I think we need to look at the reserves. It is a little confusing when you look at the financials now because we have fiscal year revenues coming in and have expenditures. We are \$72,000 under budget. The balance of that is allocated to future expenditures in this fiscal year. The real numbers are in the opening fund balance in the September budget. That is the actual dollars available for you to play with in that regard. We do need to set aside some funds for operating reserves to carry us through October, November, and early December.

Mr. LeMenager stated yes, but that is understated right now.

Mr. Moyer stated then the rest of it is available.

Ms. Kassel stated between the street light number for reserves and the unassigned, that is about \$358,000. We still need \$130,000 or \$140,000.

Mr. Berube stated we do not have that much.

Mr. LeMenager stated you can take that out of first-quarter operating reserves. Remember, the first quarter is something we set aside so there is a bookmark that says when the developer finally quits paying monthly, we have to remember that this body has to operate for three months with no income.

Ms. Kassel asked what is the monthly expense we are going to save by paying this down?

Mr. Walls responded we need a bigger analysis than what we have to make this kind of decision.

Mr. LeMenager stated we are not making the decision.

Mr. Walls stated it is not even worth talking about until we can get the numbers.

Mr. Berube asked what is the investment charge this month under street lighting?

Ms. Kassel responded for leased street lights, the amount is \$296,000.

Mr. Berube stated that first one takes off 10% or a little more, which saves us \$30,000. It is a rough number because the analysis is wrong.

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Mr. Walls stated it takes off that much because it is bigger. On a percentage basis, with all things being equal and the financing charges being equal, it does not matter. You pay off what you can and save that amount.

Mr. Berube stated we cannot pay off some of them because you have to wait until you get past 10 years.

Mr. Walls stated on the bigger one, you are going to save more.

Mr. LeMenager stated the oldest ones are where you save the most money.

Mr. Berube stated the biggest one is the oldest one, and they go down from there. Once we make that step of paying off the biggest and oldest one, then it becomes easier after the fact because you are paying yourself back. None of the remaining contracts are that big to pay them off. We need to do an analysis, contemplating that we will spend \$500,000 and see if we can do this comfortably.

Mr. Walls stated I do not know that you need to set a number. We just need to know what the outstanding contracts are.

Mr. LeMenager stated we need an update to Mr. Nicholas's spreadsheet.

Mr. Walls stated we need to go back and look at how much we are comfortable spending. I do not want to set a number right now.

Mr. LeMenager stated my point last month was that we need to start doing this. This is not something that we want to wait three years to start doing. Let us do it now. If we pay off \$30,000, we just saved \$2,500 a month.

Mr. Berube stated it is actually more than \$30,000. I am being conservative.

Mr. LeMenager stated that is \$2,500 per month. We are sitting here throughout the course of the meeting talking about things that cost \$18,000 per year or things like that. We have something right here where we can take this action and save \$30,000.

Mr. Berube stated if we get on with this, we save \$1,000,000.

Mr. LeMenager stated that is the idea. The longer we wait, the less we save.

Mr. Berube stated we talked about this for 15 minutes and we put it off for another month.

Mr. Walls stated we do not have the data.

Mr. Berube stated I understand that. I wanted to get the conversation going again.

Mr. LeMenager stated I guess your question is, if we have the data in front of us and it makes sense, is everyone comfortable with it.



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Mr. Berube stated more or less, and can we do it financially

Ms. Kassel stated it depends on how much money we are talking about.

Mr. Berube stated that is why I wanted to know if we could spend \$500,000 if we want to. That is still the target.

Mr. Moyer stated I am not in a position to tell you that. I suspect not. My gut feeling at this point would be to say you cannot do that.

Mr. Berube stated okay. That is why we need the analysis.

Mr. Moyer stated we will take a look at it.

Mr. Berube stated when I last looked at it, which was the third quarter of last year, it was not \$500,000. It was about \$460,000. It goes down every single month. Every month we pay, that number comes down. If you ask for an analysis today and you wait until October to do it, the number is going to be lower. The good news is that it is going down. The bad news is that we are paying 10.5% interest to keep it coming down. By the time we make a decision, we will be at the end of the first four or five contracts and we will have overspent \$500,000 because we could not make a decision.

Mr. LeMenager stated it still comes down to the fact that we made the decision to raise the residents' assessments on operations and maintenance so we could pay the street lights down. We owe them to do the duty of actually doing it.

Mr. Berube stated I agree.

Mr. Farnsworth asked when will we be addressing in more complete form the rules that were discussed last night?

Mr. Berube responded next month.

Mr. Farnsworth asked will there be another workshop or will it be during the meeting?

Mr. Berube responded the last time, we discussed it during regular meetings as we continued to clean them up. We can still do that.

Mr. Moyer stated yes.

Mr. Berube stated it would just be an agenda line item.

Mr. Moyer stated yes.

Mr. Walls stated I know Mr. Moyer was going to bring this up for next month, but they worked with us and said we are all set for the meeting next month.

Mr. Moyer stated great. Thank you.

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Mr. Walls stated at first, the school was unsure if we could meet here next month because it is during spring break, but they said that they worked it out for us. I received some feedback from residents about these meetings and how long they are. I tend to agree with them. I am here for the duration because I chose to do this. There is one way that we can speed these meetings up, and I do not know if other CDDs use a consent agenda.

Mr. Moyer stated yes, there is not usually much on the consent agenda. I can put invoices and some of the reports on a consent agenda.

Mr. Walls stated if you are not familiar with a consent agenda, you can combine several things into one item on the agenda.

Mr. Berube stated the routine items.

Mr. Walls stated it would be incumbent upon us to get questions answered before the meeting. If we cannot get an answer before the meeting, you can always pull it out for discussion. That might help speed things along. We talk a lot about operational issues. I think a lot of these issues can be covered outside of the meeting. It is good that we offer our opinions on some of these items. We get into some serious detail, such as picking up dog waste off the sidewalk. Let us handle that outside of the meeting if we can. That would be my preference. That way, residents do not have to sit here for three hours.

Mr. Berube stated we can also be more difficult or more stringent on audience comments during the meeting.

Ms. Kassel stated that is not what takes so much time.

Mr. Walls stated that is just my opinion.

Mr. Berube stated every minute adds up.

Ms. Kassel stated yes, but those are not the majority of the minutes. A comment was made at last night's rules workshop that was offensive to some of the audience members. It was when we were talking about giving Mr. van der Snel discretion with the boats. It was something to the effect of, if Mr. van der Snel did not like the person, he could just tell the person it was too windy to take a boat out. That was offensive to some people who attended the meeting. It was inappropriate. Even though it was said in jest, it was still inappropriate and offensive to some of the people who attended the meeting. We informally gave Mr. van der Snel the discretion to let people take boats out I guess what I am trying to say is that perhaps we need to have some kind of criteria about fairness and consistency. One thing is the professionalism of the Board. Apparently, there was an

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altercation. Discord was created with this person who reported to us, and this person looked to the CDD Board. I do not know if anyone else responded. It is this kind of he said/he said situation. We do not really know what happened. It is incumbent upon the CDD to serve the residents. I was not privy to the conversation. I do not know in this particular incident if the resident was irate and not easy to deal with, but it is up to the CDD to be consistent and fair and professional and move beyond what happened. I do not know if you dealt with that.

Mr. Berube stated clearly the concern is targeted at me because I said it, and I will admit to it. No doubt about it. I said it at the time, and it probably was inappropriate. My comment to that is if a resident has a concern with something that I said, then bring it to my attention. I would be more than happy to apologize to them, but to go around in a circle seems equally inappropriate. I receive a lot of emails from people saying they like this or they like that. I respond to every single email. I would be happy to apologize to that person if they come to me directly. I offer my sincere apology. It was intended in jest, but it can be taken the wrong way.

Mr. Farnsworth stated any time you grant someone discretionary authority, there is always the possibility that they are going to abuse it. But if you observe them doing it or if it happens, that is when you address it.

Mr. LeMenager stated I think the thing to remember is, when you are in this meeting, always think to yourself that what you are about to say will be on the permanent public record and should you say it. It does make me stop from time to time.

Mr. Walls stated to Ms. Kassel's point about the boats themselves, I think we need to write down the policies that we said tonight and agreed upon in terms of reservations for the boats. That needs to be out there so everybody is clear on it.

Mr. LeMenager stated yes, so people understand that even though they see a boat, they may not realize that someone has a reservation in three hours and the boat was just brought in, so it is going to take three hours to charge. Otherwise, you are going to get into the situation of a boat being there and the resident wondering why they cannot take it out.

Mr. Walls stated the rules grant the dock master discretion. It is in our rules. He has the final say on whether or not you can take the boat out. We will hear from people if it is being abused. I do not think he would ever do that, but we will hear from people if that

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happens. That should probably be in the write-up with all of the other policies on the boats that we talked about. The dock master has the authority or discretion to decide if they can take out the boat or not based on conditions, which is specified in the rules. If we can put something like that together and put it on the website, that would be good.

Mr. LeMenager stated I think we should thank the school for allowing us to meet here and perhaps have better coordination for letting us in.

Ms. Kassel asked how are we going to address the fee schedule? Do you want to do it at the next meeting? That is not part of the rules.

Mr. LeMenager responded someone needs to provide a proposal that we can review. We have seen samples. Let us get a couple of proposals on the table so we have something concrete. When we are sitting here trying to develop something from a blank piece of paper, we do not end up with anything good. You have said that you looked at Orange County and you liked the numbers they had and they have this policy. We copied another CDD when we rewrote Chapter 4. If someone has something out there and it seems like it works well, a little more plagiarism probably would not hurt.

Mr. Berube asked Mr. Moyer, can you put an agenda item for the discussion of fees at next month's meeting?

Mr. Moyer responded certainly.

Mr. Berube stated everyone can bring their thoughts. We looked at Fishhawk Ranch last time.

Mr. LeMenager stated we are not the first people to do this, so we do not need to reinvent the rule.

Mr. Berube stated there are a surprising number of CDD websites out there that have all of their items on there. When you go looking for it, you can find it. Many of them have similar rules, but Fishhawk was the best. I do not remember their policy on fees.

Mr. LeMenager stated if you have something from Orange County, provide us with a proposal.

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**NINTH ORDER OF BUSINESS**

**Adjournment**

The next meeting is scheduled for Thursday, March 26, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager,  
with all in favor, the meeting was adjourned at 8:20 p.m.

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Gary L. Moyer, Secretary

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Steve Berube, Chairman

## **Fourth Order of Business**

**4Ai.**



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# MAINTENANCE REPORT

CUSTOMER Harmony Golf Course Ponds DATE 3-13-2015

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Jon Avance/Brian Hendrix

## TREATMENT SERVICES

SITE	EMERG. VEG.	SUBMERG. VEG.	FLOATING VEG.	ALGAE	GLYPHOSATE	2,4-D AMINE	IMAZAPYR	LIQUID COPPER	DIQUAT	ENDOTHAL	TRICLOPYR	FLUMIOXAZIN	POND DYE	COPPER SULFATE
21,3,2	x				x									
4,20,1	x				x									
5,6,7,8	x				x									
9(irrigation)														
19,10,18	x				x									
16,17,11	x				x									
15,14,13	x				x									
12,29	x				x	x							x	
22,23	x				x									
33	x				x								x	

TARGETED VEGETATION Cat-tails, Cogon grass, Torpedo grass, Spatter Dock, Penny wort,

Alligator weed.

ADDITIONAL NOTES / CONCERNS we will be back on Thursday, March 19 to finish spraying

Pond 7. It has a few cat-tails that need to be treated and was not able to reach from shore.

Orlando Office  
2002 East Robinson St.  
Orlando, FL 32803

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

Leesburg Office  
414 West Main St.  
Suite 204  
Leesburg, FL 34748

Jacksonville Office  
2036 Forbes St.  
Jacksonville, FL 32204

Tampa Office  
6011 Benjamin Rd.  
Suite 101 B  
Tampa, FL 33634

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

Aquatic & Land  
Management Operations  
3825 Rouse Rd.  
Orlando, FL 32817

Native Plant Nursery  
DCC Farms  
8580 Bunkhouse Rd.  
Orlando, FL 32832

407.894.5969  
877.894.5969  
407.894.5970 fax



**4Bi.**

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

**March 2015**

**4.1 Turf**

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

Week ending 03/07/15

Week ending 03/21/15

Week ending 03/28/15

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 application schedules are moving to four-six week rotation with appropriate rate reductions to guard against damaging desirable turf species. Spot treat applications completed 3/2/15 and 3/23/15. Next application(s) scheduled the week of 4/20/15
- b. Note: Schoolhouse road exhibiting signs of recovery.

4.1.5 Fertilization

- a. Next application scheduled for March. Scheduled week of 3/23/15

4.1.6 Pest Control

- a. No major pest concerns at this time.
- b. Ant treatments on-going.

4.1.7 pH Adjustment

4.1.8 Other

**4.2 Sports Turf**

4.2.1 Mowing

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

- 4.2.2 Insecticides
  - a. No insect concerns/ activity at this time.
- 4.2.3 Herbicides
  - a. Turf weed applications concurrent with St. Augustine application schedule.
- 4.2.4 Fungicide
  - a. No disease concerns at this time.
- 4.2.5 Fertilization
  - a. Liquid application of Ammonia Sulphate, Nitrogen, combined with herbicide components the week of 3/23/15.
- 4.2.6 pH Adjustment

### **4.3 Shrub/Ground Cover Care**

- 4.3.1 Annuals
  - a. General maintenance.
  - b. New rotation completed. Pink/ White Bronze leaf Begonia
- 4.3.2 Pruning
  - a. General trimming and pruning throughout all locations of the community.
  - b. Leaf clean-up throughout community
  - c. Transplanting of ornamental grasses completed along Catbrier
- 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. In progress.
- 4.3.5 Pest and Disease Control
  - a. No pest/ disease concerns at this time.
- 4.3.6 Mulching
  - a. Completed 2/27/15
- 4.3.7 pH Adjustment

## 4.4 Tree Care

### 4.4.1 Pruning

- a. Elevation/ Canopy
  1. East Five Oaks
  2. Catbrier, in progress
  3. Schoolhouse Rd., in progress
- b. General sucker removal throughout.
- c. Tree transplant(s): Magnolia(s) to Harmony Square, Cat Brier, and Schoolhouse Rd

### 4.4.2 Tree Basins

### 4.4.3 Fertilizer

- a. Next scheduled application in March, in progress.

### 4.4.4 Pest Control

- a. Harmony Square – two oaks in sudden and rapid decline. Tissue sampling sent to the University of Florida for diagnosis. Early diagnosis is a canker. Results are expected within two weeks of submittal, 4/11/14 (Fed-Ex) for discussion at Board meeting. Dr. A.D. Ali, Regional Advisor site visit and review on 4/16/14 → re-scheduled to 4/28/14.
- b. Update (May): A third tree in the square has exhibited same signs of decline. Tissue sampling was conducted on 05/13 and submitted to a second source for diagnosis, Dr. Aaron Palmateer, Univ. of Florida homestead Diagnostic Center
  - a. 4/11/14 Samples submitted to Dr. Jason Smith, Univ. of Florida School of Forestry. Dr. Smith leading research into Sudden Wilt disease among Laurel Oaks in the State of Florida.
  - b. 4/28/14 Site visit by Davey Tech Advisor, Dr. A.D. Ali; no physical signs of borers...rule out wilt disease.
  - c. 5/01/14 Phone conversation with Dr. Jason Smith. Evidence of canker on tissue samples submitted. Leaning towards condition known as armillaria. Test results expected in 1-2 weeks. Dr. Ali does not concur with armillaria condition.
  - d. 5/13/14 Removal to grade of two original trees. Third tree exhibiting similar conditions. New tissue samples submitted to Dr. Aaron Palmateer. Seeking additional assistance through Osceola and Orange County Extension (Celeste White) offices, Dr. Aaron Palmateer, and Stephanie Bledsoe, DPM PHC Consultants, Inc.
- c. Update (June):
  - a. 5/27/14 – received news from Stephanie Bledsoe that a culture had developed on one of the samples from the third tree. This information was passed along at the May Board meeting. Identification of the

pathogen is pending development of the culture in the sporification stage which will allow her to conduct further testing.

- b. 6/9/14 – received e-mail from Adam Black, Manager of the Forest Health Laboratory at the School of Forest Resources and Conservation, University of Florida indicating their determination is a result of *Diplodia corticola* (Oak bot canker) and is the first known case discovered to affect Laurel Oaks in Florida. A copy of the report is provided below.
- c. 6/10/14 – A trunk sample from the third tree is being submitted to the University of Florida for testing as well.
- d. 6/10/14 – A treatment regimen is being developed with input from multiple sources within Davey as well as outside consultants for a preventative program and best methods and products to use given what little is known at this date. Recommendations are pending.
- d. Update (July)
  - a. 7/22/14 – Results from 6/10 submission of trunk sample still pending.
  - b. 7/22/14 – Treatment regimen suggestions: Twice per year application of Agri-Fos combined with Pentra Bark. This is not a curative regimen and no guarantee to prevent canker type pathogens. This is a regimen to assist the tree in boosting its immune system and strengthening the ability to withstand environmental stresses. Application is a basal drench from the base of the tree up the trunk 3-4’.
- e. Update (August)
  - a. Results from additional testing still pending.
  - b. No additional occurrences noted
- f. Crape Myrtles
  - a. Basal drench w/ fungicides for leaf spotting resulting from seasonal rains.

#### 4.4.5 Mulch

- a. Note section 4.4.2

#### 4.4.6 pH Adjustment

### **4.5 Irrigation**

#### 4.5.1 General Requirements

#### 4.5.2 Monitoring

- a. Turf monitoring and assist with valve operation as needs require
- b. 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 Proposals/ Enhancement Work**

- a. PO# 03072015 – Magnolia relocation to Harmony Square
- b. PO# 03092015 – Gold Mound install at Harmony Square flagpole
- c. PO# pending – Additional Gold Mound at Harmony Square
- d. PO# pending – Allamanda installation at East entrance median
- e. PO# pending – Magnolia (2) transplants

## **Sixth Order of Business**

**6C.i.**



## February 2015/March 2015

### Facility / Park Maintenance Activities

- Routine cleaning activities – Including All streets 192 Median, Ponds, restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event.
- Added dog waste station at Button Bush Loop per request resident.
- Added park bench at Cat Brier and relocated Dog potty.
- Finished repainting and refurbishing Dog waste Stations
- Added door sweep at Lakeshore Park Restrooms access doors.
- Added new toilet seats at Lakeshore restrooms
- Sidewalks grinding ongoing.
- Refurbished and repainted Message board pillar across from Nature Table Town square
- Started refurbishing Park benches by using flame torch. Color will return.
- Removed Wasp nest at playground
- Splash pad is(was) under maintenance due to broken filter pump and broken parts.
- Ongoing problems with people taking strings of Dog Potti bags out of station.
- Concern from resident on flooded back alley 6829 Goldflower and county road after severe rain. Followed up by Steve Berube and resident by E-mail.

### Irrigation Maintenance

- Continue to replace broken and clogged irrigation heads and routine maintenance activities.
- 1 Main line breaks at Cat Brier repaired
- All Clocks inspected & adjusted as needed.
- Several breaks repaired on property.

### **Pools Operations**

- Pools checked, chemically balanced and cleaned daily
- Ashley Park Pergola cleaned.
- Pending process adding shade structure for Ashley Park. Permit is approved.
- Transition from Spies to Pool Sure completed March 1<sup>st</sup> 2015.
- New umbrellas have been installed at Swim Club with base.
- Added door sweeps under access doors for Restrooms Ashley Park and Outside Swim Club.
- Renewed toilet seats at Swim Club Restrooms.
- Issue with Integrity staff parking at swim club parking lot. Resolved after e-mail exchange.

### **Boat Maintenance**

- Removed and inspected all propellers weekly
- Estimate for boat house roof is pending.
- 4 new batteries have been installed on the 16 ft Pontoon.

### **Buck Lake Activities**

- Boat Orientation held at the Pavilion, 7 attended
  - New Opening/ Closing times 7:00 AM until 8:00 PM

### **Facebook report**

None

**6C.ii.**

# HARMONY CDD

## Gerhard van der Snel

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
2/14/2015	Jeanna McGinnis	10:00 - 1:00 PM			5	X							
2/14/2015	Anthony De Los Santos	10:30 - 1:30 PM			4		X						
2/14/2015	Duke Walker	11:00 - 12:30 PM			2						X		
2/14/2015	Duke Walker	11:00 - 12:30 PM			2						X		
2/15/2015	Jeanna McGinnis	10:00 - 1:00 PM		X	5	X							
2/15/2015	Elizabeth Macfarlane	2:00 - 5:00 PM		X	4	X							
2/16/2015	Paul and Barb Gabel	10:00 - 11:30 AM	X		1							X	
2/16/2015	Paul and Barb Gabel	10:00 - 11:30 AM	X		1							X	
2/16/2015	Paul and Barb Gabel	10:00 - 11:30 AM	X		1							X	
2/16/2015	Paul and Barb Gabel	10:00 - 11:30 AM	X		1							X	
2/16/2015	Paul and Barb Gabel	10:00 - 11:30 AM	X		1							X	
2/16/2015	Paul and Barb Gabel	12:00 - 3:00 PM	X		5	X							
2/18/2015	Michael Goodhue	8:00 - 11:00 AM			2			X					
2/18/2015	Nicole Seago	11:00 - 2:00 PM			2		X						
2/18/2015	Elizabeth Macfarlane	12:00 - 3:00 PM			0	X							
2/19/2015	Lester McNeely	8:00 - 11:00 AM			2			X					
2/19/2015	Warren Hubbard	11:00 - 2:00 PM			6	X							
2/19/2015	Lester McNeely	12:00 - 3:00 PM			2			X					
2/20/2015	Michael Goodhue	7:30 - 10:00 AM			2			X					
2/20/2015	shari mitchell	3:30 - 5:00 PM			7	X							
2/21/2015	Jeremy Johnson	7:30 - 10:00 AM			3			X					
2/21/2015	John McLees	11:00 - 2:00 PM			5	X							
2/21/2015	Anthony De Los Santos	12:00 - 3:00 PM			4		X						
2/22/2015	Donald Rice	7:30 - 10:30 AM		X	2			X					
2/22/2015	John McLees	11:00 - 2:00 PM		X	5	X							
2/22/2015	Kimberly Rodriguez	1:00 - 3:00 PM		X	3		X						
2/22/2015	Michael Goodhue	1:00 - 4:00 PM		X	2			X					
2/23/2015	jackie thomas	2:30 - 4:30 PM	X		2		X						
2/23/2015	Paul Demling	3:30 - 5:00 PM	X		2	X							
2/25/2015	Donald Rice	7:30 - 10:30 AM			3		X						
2/25/2015	Michael Goodhue	8:00 - 11:00 AM			2			X					
2/25/2015	Warren Hubbard	11:00 - 2:00 PM			4	X							
			11	19	271	30	27	17	0	0	4	11	
					<b>Total Passengers: 271</b>								
					<b>Total Trips: 89</b>								

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
2/27/2015	John McLees	3:30 - 5:00 PM			3		X						
2/28/2015	Joe Brozman	7:30 - 10:00 AM			7	X							
2/28/2015	Adam Godfrey	10:00 - 1:00 PM			7	X							
2/28/2015	Nicole Seago	11:00 - 2:00 PM			2			X					
2/28/2015	Anthony De Los Santos	11:30 - 2:30 PM			4		X						
2/28/2015	Cindy Gold	1:00 - 4:00 PM			1							X	
2/28/2015	Cindy Gold	1:00 - 4:00 PM			1							X	
2/28/2015	Cindy Gold	1:00 - 4:00 PM			1							X	
2/28/2015	Cindy Gold	1:00 - 4:00 PM			1							X	
2/28/2015	Cindy Gold	1:00 - 4:00 PM			1							X	
2/28/2015	Dan and Karen Miller	2:00 - 4:00 PM			4	X							
3/1/2015	Donald Rice	7:30 - 10:30 AM		X	2			X					
3/1/2015	Cindy Gold	10:30 - 1:30 PM		X	5	X							
3/1/2015	Alberto Sosa	10:30 - 1:00 PM		X	2		X						
3/1/2015	John McLees	11:00 - 1:30 PM		X	3		X						
3/1/2015	Cindy Gold	2:00 - 5:00 PM		X	5	X							
3/1/2015	John McLees	2:00 - 5:00 PM		X	3		X						
3/2/2015	Jerry Borysko	1:30 - 3:30 PM	X		3		X						
3/4/2015	Donald Rice	7:30 - 10:30 AM			3		X						
3/4/2015	Nicole Seago	10:00 - 1:00 PM			2			X					
3/4/2015	Daniel Drake	10:00 - 1:00 PM			5	X							
3/4/2015	Warren Hubbard	11:00 - 2:00 PM			4		X						
3/4/2015	Warren Hubbard	11:00 - 12:30 PM			0		X						
3/4/2015	Paul Demling	2:00 - 4:30 PM			2	X							
3/5/2015	Nicole Seago	11:30 - 2:00 PM			2	X							
3/5/2015	Paul Demling	11:30 - 2:30 PM			2		X						
3/6/2015	Jeanna McGinnis	10:00 - 1:00 PM			6	X							
3/6/2015	Kimberly Rodriguez	11:00 - 1:00 PM			3		X						
3/7/2015	Jeanna McGinnis	10:00 - 1:00 PM			6	X							
3/7/2015	Nicole Seago	10:00 - 1:00 PM			3		X						
3/7/2015	Edward Kuykendall	10:00 - 2:00 PM			1							X	
3/7/2015	Luke Newcomer	2:00 - 5:00 PM			2	X							
3/8/2015	Donald Rice	7:30 - 10:30 AM		X	2			X					
3/8/2015	Jennifer Krueger-Kirk	9:00 - 12:00 PM		X	5	X							
3/8/2015	Luke Newcomer	2:00 - 5:00 PM		X	2	X							
			11	19	271	30	27	17	0	0	4	11	
<b>Total Passengers: 271</b>													
<b>Total Trips: 89</b>													

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
3/9/2015	Warren Hubbard	11:00 - 2:00 PM	X		4	X							
3/9/2015	Paul Demling	3:00 - 5:00 PM	X		2		X						
3/11/2015	Donald Rice	8:30 - 11:30 AM			2			X					
3/11/2015		11:00 - 2:30 PM			4		X						
3/12/2015	Hector Rivera	11:00 - 2:00 PM			4	X							
3/12/2015	Gary Dragone	11:00 - 2:00 PM			3		X						
3/12/2015	Paul Demling	3:00 - 5:00 PM			2		X						
3/13/2015	Nicole Seago	9:00 - 12:00 PM			2			X					
3/13/2015	Hector Rivera	10:30 - 12:30 PM			3		X						
3/13/2015	Jordan O'Boyle	2:00 - 4:00 PM			7	X							
3/14/2015	Joe Brotzman	8:30 - 10:30 AM			4		X						
3/14/2015	Joe Brotzman	8:30 - 11:00 AM			4		X						
3/14/2015	Anthony Vazquez	10:00 - 1:00 PM			2	X							
3/14/2015	Duke Walker	1:00 - 3:00 PM			2						X		
3/14/2015	Duke Walker	1:00 - 3:00 PM			2						X		
3/14/2015	Edwin Ortiz	1:00 - 4:00 PM			4		X						
3/14/2015	Nicole Seago	1:30 - 4:00 PM			2			X					
3/14/2015	Emily Buck	2:00 - 5:00 PM			4	X							
3/15/2015	Donald Rice	8:30 - 11:30 AM		X	2			X					
3/15/2015	Camille Sampson	9:00 - 12:00 PM		X	4		X						
3/15/2015	John McLees	12:00 - 3:00 PM		X	8	X							
3/15/2015	Brittany Adamczyk	1:00 - 3:30 PM		X	3			X					
			11	19	271	30	27	17	0	0	4	11	
<b>Total Passengers: 271</b>													
<b>Total Trips: 89</b>													

## **Seventh Order of Business**

**7A.**



## MEMORANDUM



**TO:** Board of Supervisors  
**FROM:** Tiziana Cessna, District Accountant  
**CC:** Gary Moyer, District Manager / Stephen Bloom, Accounting Manager  
**DATE:** March 13, 2015  
**SUBJECT:** Harmony CDD – February Financial Report

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Please find attached the February 2015 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year to date budget and for expenditures to be at or below the year to date budget. To further assist with your review, an overview of each of the District's funds was provided below. Should you have any questions or require additional information, please contact me at [Tiziana.Cessna@STServices.com](mailto:Tiziana.Cessna@STServices.com).

### General Fund

- Total Revenue through February was approximately 55% of the annual budget, this includes;
  - ▶ Non Ad Valorem Assessments collections are at 71% same as last year at the same time.
  - ▶ Non Ad Valorm Assessments CDD collected are collected in monthly installments. As of February, the collection were at 42% of the annual budget.
  
- Total Expenditures through February were at 88% of the YTD budget and 43% of the annual budget.
  - ▶ ProfServ-Field Management - The District has contracted an HR Company to lease employees for maintaining the District. Favorable variance due to less manpower needed.
  - ▶ Electricity - General - A slightly increase in electricity usage compared to last year at the same time.
  - ▶ Electricity - Streetlighting - Decrease is due to an energy and maintenance charge reduction from OUC.
  - ▶ Utility-Water & Sewer - Since November the water and sewer charges are lower compared to last year at the same time.
  - ▶ Miscellaneous Services represents monthly charges for the new holding tank.
  - ▶ R&M Roads & Alleyways - Alley paving is substantially finished. After some repairs and inspection the retainage will be paid.

**Page 2**

**Re: February Financials**



**Debt Service Series 2004 and 2014**

- Total Revenue through February were approximately 61% of the annual budget.
  - ▶ Non Ad Valorem Assessments collections are at 71% same as last year at the same time.
  - ▶ Non Ad Valorm Assessments CDD collected - 1st DS assessment FY 2015 installment received.
  - ▶ Series 2014 includes the deferred revenue received on 4/25/14.
  - ▶ Due to the refinance of the Series 2001, the November 1st interest payment was not required.

**Other Notes.**

- The audit is expected to be finished by the end of March.

**HARMONY**  
**Community Development District**

*Financial Report*

*February 28, 2015*

**Prepared by**



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**Harmony  
Community Development District**

**Financial Statements**

**(Unaudited)**

**February 28, 2015**

**HARMONY**

Community Development District

**Governmental Funds**

**Balance Sheet**  
February 28, 2015

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>2004 DEBT SERVICE FUND</u>	<u>2014 DEBT SERVICE FUND</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>				
Cash - Checking Account	\$ 210,498	\$ -	\$ -	\$ 210,498
Acct Receivable-Returned Items	20	-	-	20
Assessments Receivable	82,320	-	-	82,320
Investments:				
Certificates of Deposit - 12 Months	100,400	-	-	100,400
Money Market Account	714,898	-	-	714,898
Interest Account	-	22,637	44,776	67,413
Prepayment Account	-	3,229	184,375	187,604
Reserve Fund	-	857,096	607,313	1,464,409
Revenue Fund	-	44,859	846,753	891,612
Prepaid Items	161,852	-	-	161,852
<b>TOTAL ASSETS</b>	<b>\$ 1,269,988</b>	<b>\$ 927,821</b>	<b>\$ 1,683,217</b>	<b>\$ 3,881,026</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 65,821	\$ -	\$ -	\$ 65,821
Accrued Expenses	40,250	-	-	40,250
Retainage Payable	9,014	-	-	9,014
Accrued Wages Payable	800	-	-	800
<b>TOTAL LIABILITIES</b>	<b>115,885</b>	<b>-</b>	<b>-</b>	<b>115,885</b>
<b><u>FUND BALANCES</u></b>				
<b>Nonspendable:</b>				
Prepaid Items	161,852	-	-	161,852
<b>Restricted for:</b>				
Debt Service	-	927,821	1,683,217	2,611,038
<b>Assigned to:</b>				
Operating Reserves	439,270	-	-	439,270
Reserves-Renewal & Replacement	99,188	-	-	99,188
Reserves - Self Insurance	50,000	-	-	50,000
Reserves - Sidewalks	60,000	-	-	60,000
Reserves - Streetlights	105,000	-	-	105,000
<b>Unassigned:</b>	<b>238,793</b>	<b>-</b>	<b>-</b>	<b>238,793</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,154,103</b>	<b>\$ 927,821</b>	<b>\$ 1,683,217</b>	<b>\$ 3,765,141</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,269,988</b>	<b>\$ 927,821</b>	<b>\$ 1,683,217</b>	<b>\$ 3,881,026</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2015

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>REVENUES</b>				
Interest - Investments	\$ 2,500	\$ 1,040	\$ 844	\$ (196)
Interest - Tax Collector	-	-	50	50
Special Assmnts- Tax Collector	811,192	540,796	577,502	36,706
Special Assmnts- CDD Collected	975,837	406,599	406,599	-
Special Assmnts- Discounts	(32,448)	(21,632)	(22,107)	(475)
Access Cards	-	-	340	340
<b>TOTAL REVENUES</b>	<b>1,757,081</b>	<b>926,803</b>	<b>963,228</b>	<b>36,425</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	11,200	4,800	4,600	200
FICA Taxes	857	366	352	14
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-
ProfServ-Dissemination Agent	500	500	-	500
ProfServ-Engineering	5,000	2,085	3,162	(1,077)
ProfServ-Legal Services	30,000	12,500	8,755	3,745
ProfServ-Mgmt Consulting Serv	55,984	23,325	23,327	(2)
ProfServ-Property Appraiser	779	779	418	361
ProfServ-Special Assessment	11,822	11,822	11,822	-
ProfServ-Trustee Fees	11,462	6,000	5,390	610
Auditing Services	4,700	2,200	-	2,200
Postage and Freight	750	315	224	91
Rental - Meeting Room	-	-	250	(250)
Insurance - General Liability	27,534	27,534	28,048	(514)
Printing and Binding	2,500	1,040	851	189
Legal Advertising	500	213	97	116
Misc-Assessmnt Collection Cost	16,224	10,816	11,108	(292)
Misc-Contingency	500	213	36	177
Office Supplies	500	213	22	191
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>182,187</b>	<b>106,096</b>	<b>99,837</b>	<b>6,259</b>
<b>Field</b>				
ProfServ-Field Management	210,000	87,500	65,682	21,818
<b>Total Field</b>	<b>210,000</b>	<b>87,500</b>	<b>65,682</b>	<b>21,818</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2015

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>Landscape Services</b>				
R&M-Grounds	21,961	9,150	9,151	(1)
R&M-Irrigation	20,000	8,335	4,019	4,316
R&M-Tree Trimming Services	20,000	8,335	-	8,335
R&M-Trees and Trimming	20,286	8,453	8,452	1
R&M-Turf Care	259,866	108,278	108,278	-
R&M-Shrub Care	119,351	49,730	49,729	1
Miscellaneous Services	15,000	6,250	6,252	(2)
<b>Total Landscape Services</b>	<b>476,464</b>	<b>198,531</b>	<b>185,881</b>	<b>12,650</b>
<b>Utilities</b>				
Electricity - General	32,000	13,335	15,792	(2,457)
Electricity - Streetlighting	90,206	37,587	29,942	7,645
Utility - Water & Sewer	105,000	43,750	33,322	10,428
Lease - Street Light	296,909	123,712	123,712	-
Misc-Contingency	31,218	13,007	-	13,007
Cap Outlay - Streetlights	108,697	-	-	-
<b>Total Utilities</b>	<b>664,030</b>	<b>231,391</b>	<b>202,768</b>	<b>28,623</b>
<b>Operation &amp; Maintenance</b>				
Contracts-Lake and Wetland	20,000	8,335	6,540	1,795
Communication - Telephone	5,000	2,085	1,301	784
Utility - Refuse Removal	2,700	1,125	1,157	(32)
R&M-Pools	30,000	12,500	11,546	954
R&M-Roads & Alleyways	65,000	65,000	60,090	4,910
R&M-Sidewalks	5,000	2,085	3,129	(1,044)
R&M-Equipment Boats	7,500	3,125	942	2,183
R&M-Equipment Vehicles	7,500	3,125	2,786	339
R&M-Parks & Facilities	37,000	15,415	15,990	(575)
R&M-Hardscape Cleaning	5,000	2,500	-	2,500
Miscellaneous Services	-	-	525	(525)
Misc-Property Taxes	-	-	329	(329)
Misc-Access Cards&Equipment	5,000	2,085	-	2,085
Misc-Contingency	8,000	3,335	1,496	1,839
Misc-Security Enhancements	2,500	1,040	900	140



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2015

<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>
Cap Outlay - Other	15,000	-	-	-
Cap Outlay - Vehicles	9,200	9,200	5,147	4,053
<b>Total Operation &amp; Maintenance</b>	<u>224,400</u>	<u>130,955</u>	<u>111,878</u>	<u>19,077</u>
<b>TOTAL EXPENDITURES</b>	<b><u>1,757,081</u></b>	<b><u>754,473</u></b>	<b><u>666,046</u></b>	<b><u>88,427</u></b>
Excess (deficiency) of revenues Over (under) expenditures	-	172,330	297,182	124,852
Net change in fund balance	<u>\$ -</u>	<u>\$ 172,330</u>	<u>\$ 297,182</u>	<u>\$ 124,852</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2014)</b>	<b>856,921</b>	<b>856,921</b>	<b>856,921</b>	
<b>FUND BALANCE, ENDING</b>	<b><u>\$ 856,921</u></b>	<b><u>\$ 1,029,251</u></b>	<b><u>\$ 1,154,103</u></b>	

**HARMONY**

Community Development District

**2004 Debt Service Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2015

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>REVENUES</b>				
Interest - Investments	\$ 100	\$ 40	\$ 196	\$ 156
Special Assmnts- Tax Collector	66,567	44,380	47,390	3,010
Special Assmnts- CDD Collected	1,099,420	466,368	466,368	-
Special Assmnts- Discounts	(2,663)	(1,776)	(1,814)	(38)
<b>TOTAL REVENUES</b>	<b>1,163,424</b>	<b>509,012</b>	<b>512,140</b>	<b>3,128</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessmnt Collection Cost	1,331	888	912	(24)
<b>Total Administration</b>	<b>1,331</b>	<b>888</b>	<b>912</b>	<b>(24)</b>
<b>Debt Service</b>				
Principal Debt Retirement	290,000	-	-	-
Interest Expense	933,188	466,594	466,594	-
<b>Total Debt Service</b>	<b>1,223,188</b>	<b>466,594</b>	<b>466,594</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,224,519</b>	<b>467,482</b>	<b>467,506</b>	<b>(24)</b>
Excess (deficiency) of revenues Over (under) expenditures	(61,095)	41,530	44,634	3,104
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	61,095	61,095	-	(61,095)
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>61,095</b>	<b>61,095</b>	<b>-</b>	<b>(61,095)</b>
Net change in fund balance	\$ -	\$ 102,625	\$ 44,634	\$ (57,991)
<b>FUND BALANCE, BEGINNING (OCT 1, 2014)</b>	<b>883,187</b>	<b>883,187</b>	<b>883,187</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 883,187</b>	<b>\$ 985,812</b>	<b>\$ 927,821</b>	

**HARMONY**

Community Development District

**2014 Debt Service Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 28, 2015

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>REVENUES</b>				
Interest - Investments	\$ 100	\$ 40	\$ 28	\$ (12)
Special Assmnts- Tax Collector	1,080,894	720,596	769,509	48,913
Special Assmnts- Prepayment	-	-	34,006	34,006
Special Assmnts- CDD Collected	255,886	255,886	224,154	(31,732)
Special Assmnts- Discounts	(43,236)	(28,824)	(29,457)	(633)
<b>TOTAL REVENUES</b>	<b>1,293,644</b>	<b>947,698</b>	<b>998,240</b>	<b>50,542</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessmnt Collection Cost	21,618	14,412	14,801	(389)
<b>Total Administration</b>	<b>21,618</b>	<b>14,412</b>	<b>14,801</b>	<b>(389)</b>
<b>Debt Service</b>				
Principal Debt Retirement	260,000	-	-	-
Interest Expense	597,819	-	-	-
<b>Total Debt Service</b>	<b>857,819</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>879,437</b>	<b>14,412</b>	<b>14,801</b>	<b>(389)</b>
Excess (deficiency) of revenues Over (under) expenditures	414,207	933,286	983,439	50,153
<b>OTHER FINANCING SOURCES (USES)</b>				
Operating Transfers-Out	(61,095)	(61,095)	-	61,095
Contribution to (Use of) Fund Balance	353,112	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>292,017</b>	<b>(61,095)</b>	<b>-</b>	<b>61,095</b>
Net change in fund balance	\$ 353,112	\$ 872,191	\$ 983,439	\$ 111,248
<b>FUND BALANCE, BEGINNING (OCT 1, 2014)</b>	<b>699,778</b>	<b>699,778</b>	<b>699,778</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,052,890</b>	<b>\$ 1,571,969</b>	<b>\$ 1,683,217</b>	

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

Supporting Schedules

February 28, 2015

**HARMONY**  
Community Development District

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2015**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund	Series 2004 Debt Service Fund	Series 2014 Debt Service Fund
<b>ASSESSMENTS LEVIED FY 2015 (1)</b>				\$ 1,958,652	\$ 811,191	\$ 66,567	\$ 1,080,894
Allocation %				100%	41.42%	3.40%	55.19%
11/07/14	\$ 2,217	\$ 125	\$ 45	\$ 2,388	\$ 989	\$ 81	\$ 1,318
11/21/14	86,220	3,666	1,760	91,645	37,955	3,115	50,575
12/08/14	867,561	36,886	17,705	922,152	381,916	31,340	508,895
12/23/14	232,805	9,005	4,751	246,562	102,115	8,380	136,067
01/09/15	96,296	3,039	1,965	101,300	41,954	3,443	55,903
02/09/15	29,103	657	594	30,354	12,571	1,032	16,751
<b>TOTAL</b>	<b>\$ 1,314,202</b>	<b>\$ 53,378</b>	<b>\$ 26,820</b>	<b>\$ 1,394,401</b>	<b>\$ 577,502</b>	<b>\$ 47,390</b>	<b>\$ 769,509</b>
<b>% COLLECTED</b>				71%	71%	71%	71%
<b>TOTAL OUTSTANDING</b>				<b>\$ 564,251</b>	<b>\$ 233,689</b>	<b>\$ 19,177</b>	<b>\$ 311,385</b>

Note (1) Difference with budget is due to prepayments of series 2004 debt service.

**Non-Ad Valorem Special Assessments - District Collected**  
**Monthly Collection Report**  
**For the Fiscal Year Ending September 30, 2015**

Date Received	Net Amount Received	Allocation by Fund		
		General Fund	Series 2004 Debt Service Fund	Series 2014 Debt Service Fund
<b>ASSESSMENTS LEVIED FY 2015</b>	\$ 2,331,143	\$ 975,837	\$ 1,099,420	\$ 255,886
Allocation %	100%	42%	47%	11%
10/14/14	\$ 542,122	\$ 81,320	\$ 466,368	\$ 75,754
10/1/14 (1)	148,400	-	-	148,400
11/25/14	81,320	81,320	-	-
12/31/15	81,320	81,320	-	-
01/31/15	81,320	81,320	-	-
02/28/15	81,320	81,320	-	-
<b>TOTAL</b>	\$ 1,015,802	\$ 406,600	\$ 466,368	\$ 224,154
<b>% COLLECTED</b>	44%	42%	42%	88%
<b>TOTAL OUTSTANDING</b>	\$ 1,315,340	\$ 569,237	\$ 633,052	\$ 31,732

Note (1) - A portion of assessments received on 4/25/14 was deferred to FY 2015.

**HARMONY**  
Community Development District

**Cash and Investment Report**  
*February 28, 2015*

**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%	\$207,560
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$1,000
Checking Account	CenterState Bank	Business Checking Account	n/a	0.05%	\$1,938
				<b>Subtotal</b>	<b>\$210,498</b>
Certificate of Deposit	BankUnited	12 month CD	2/3/2016	0.40%	\$100,400
Money Market Account	CenterState Bank	Money Market Account	n/a	0.10%	\$8,989
Money Market Account	Stonegate Bank	Money Market Account	n/a	0.40%	\$353,534
Money Market Account	BankUnited	Money Market Account	n/a	0.35%	\$352,375
				<b>Subtotal</b>	<b>\$714,898</b>

**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 2004 Interest Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$22,637
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%	\$44,859
Series 2014 Interest Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$44,776
Series 2014 Prepayment Fund	US Bank	Government Obligation Fund	n/a	0.01%	\$184,375
Series 2014 Reserve Fund	US Bank	Government Obligation Fund	n/a	0.01%	\$607,313
Series 2014 Revenue Fund	US Bank	Government Obligation Fund	n/a	0.01%	\$846,753
				<b>Subtotal</b>	<b>\$2,611,037</b>
				<b>Total</b>	<b>\$3,636,833</b>

**7B.**



**HARMONY**  
**Community Development District**

Check Register

February 1 - February 28, 2015

Harmony  
Community Development District

**Check Register by Fund**  
**For the Period from 2/1/15 to 2/28/15**  
**(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount	
<b>GENERAL FUND - 001</b>								
<b>CHECK # 53712</b>								
001	02/06/15	BRIGHT HOUSE NETWORKS	028483401013115	#0050284834-01 2/6-3/5	Misc-Security Enhancements	549911-53910	\$49.23	
							<b>Check Total</b>	<u>\$49.23</u>
<b>CHECK # 53713</b>								
001	02/06/15	FEDEX	2-919-54368	BILLING PERIOD THRU 1/21	Postage and Freight	541006-51301	\$10.24	
							<b>Check Total</b>	<u>\$10.24</u>
<b>CHECK # 53714</b>								
001	02/11/15	NORTH SOUTH SUPPLY, INC.	2145265	PVC PIPE	R&M-Irrigation	546041-53902	\$32.82	
001	02/11/15	NORTH SOUTH SUPPLY, INC.	2145497	IRRIGATION SUPPLIES-ELBOWS	R&M-Irrigation	546041-53902	\$11.29	
001	02/11/15	NORTH SOUTH SUPPLY, INC.	2145502	IRRIGATION SUPPLIES-ELBOWS	R&M-Irrigation	546041-53902	\$18.93	
001	02/11/15	NORTH SOUTH SUPPLY, INC.	2147703	RAINBIRD NOZZLES	R&M-Irrigation	546041-53902	\$178.25	
							<b>Check Total</b>	<u>\$241.29</u>
<b>CHECK # 53715</b>								
001	02/11/15	PROGRESSIVE WASTE SOLUTIONS OF FL INC	0000933594	#0060-126957 FEB	Utility - Refuse Removal	543020-53910	\$221.86	
							<b>Check Total</b>	<u>\$221.86</u>
<b>CHECK # 53716</b>								
001	02/19/15	HOME DEPOT CREDIT SERVICES	5153071	SUPPLIES SWIM CLUB TILE RENOVATION	R&M-Pools	546074-53910	\$2,500.00	
001	02/19/15	HOME DEPOT CREDIT SERVICES	2055495	SUPPLIES	R&M-Parks & Facilities	546225-53910	\$265.34	
001	02/19/15	HOME DEPOT CREDIT SERVICES	1055662	SUPPLIES-POOLS	R&M-Pools	546074-53910	\$69.49	
001	02/19/15	HOME DEPOT CREDIT SERVICES	CR5091303	CREDIT-SPRAY PAINT	R&M-Parks & Facilities	546225-53910	(\$5.27)	
							<b>Check Total</b>	<u>\$2,829.56</u>
<b>CHECK # 53717</b>								
001	02/19/15	SUN PUBLICATIONS DBA	00147075	LEGAL AD-WORKSHOP 2/25	Legal Advertising	548002-51301	\$39.47	
							<b>Check Total</b>	<u>\$39.47</u>
<b>CHECK # 53724</b>								
001	02/26/15	FEDEX	2-933-81226	BILLINE PERIOD THRU 1/30	Postage and Freight	541006-51301	\$10.24	
							<b>Check Total</b>	<u>\$10.24</u>
<b>CHECK # 53725</b>								
001	02/26/15	PLIC-SBD GRAND ISLAND	021515-10001	#1046947-10001 3/1-3/31	ProfServ-Field Management	531016-53901	\$139.39	
							<b>Check Total</b>	<u>\$139.39</u>
<b>CHECK # 53726</b>								
001	02/26/15	SUN PUBLICATIONS DBA	00147043	LEGAL AD-REMAINING MTG SCHEDULE	Legal Advertising	548002-51301	\$57.70	
							<b>Check Total</b>	<u>\$57.70</u>

Harmony  
Community Development District

**Check Register by Fund**  
**For the Period from 2/1/15 to 2/28/15**  
**(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<b>CHECK # 53708</b>							
001	02/03/15	MARK W. LEMENAGER	PAYROLL	February 03, 2015 Payroll Posting			\$184.70
						<b>Check Total</b>	<u>\$184.70</u>
<b>CHECK # 53709</b>							
001	02/03/15	STEVEN P. BERUBE	PAYROLL	February 03, 2015 Payroll Posting			\$184.70
						<b>Check Total</b>	<u>\$184.70</u>
<b>CHECK # 53710</b>							
001	02/03/15	RAYMOND D. WALLS, III	PAYROLL	February 03, 2015 Payroll Posting			\$184.70
						<b>Check Total</b>	<u>\$184.70</u>
<b>CHECK # 53711</b>							
001	02/03/15	DAVID L. FARNSWORTH	PAYROLL	February 03, 2015 Payroll Posting			\$184.70
						<b>Check Total</b>	<u>\$184.70</u>
<b>CHECK # 53720</b>							
001	02/27/15	MARK W. LEMENAGER	PAYROLL	February 27, 2015 Payroll Posting			\$184.70
						<b>Check Total</b>	<u>\$184.70</u>
<b>CHECK # 53721</b>							
001	02/27/15	STEVEN P. BERUBE	PAYROLL	February 27, 2015 Payroll Posting			\$184.70
						<b>Check Total</b>	<u>\$184.70</u>
<b>CHECK # 53722</b>							
001	02/27/15	RAYMOND D. WALLS, III	PAYROLL	February 27, 2015 Payroll Posting			\$184.70
						<b>Check Total</b>	<u>\$184.70</u>
<b>CHECK # 53723</b>							
001	02/27/15	DAVID L. FARNSWORTH	PAYROLL	February 27, 2015 Payroll Posting			\$184.70
						<b>Check Total</b>	<u>\$184.70</u>
						<b>Fund Total</b>	<u><b>\$5,076.58</b></u>

2004 DEBT SERVICE FUND - 202

<b>CHECK # 53718</b>							
202	02/19/15	US BANK NATIONAL ASSOC	021215	TRANSFER OF FY2015 ASSMTS	Due From Other Funds	131000	\$989.16
						<b>Check Total</b>	<u>\$989.16</u>
						<b>Fund Total</b>	<u><b>\$989.16</b></u>

Harmony  
Community Development District

Check Register by Fund  
For the Period from 2/1/15 to 2/28/15  
(Sorted by Check No.)

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
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2014 DEBT SERVICE FUND - 203

**CHECK # 53719**

203	02/19/15	US BANK NATIONAL ASSOC	021215A	TRANSFER OF FY2015 ASSMTS	Due From Other Funds	131000	\$16,060.74	
							<b>Check Total</b>	<u>\$16,060.74</u>
							<b>Fund Total</b>	<u><b>\$16,060.74</b></u>

<b>Total Checks Paid</b>	<b>\$22,126.48</b>
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**HARMONY**  
**Community Development District**

Debit Card invoices

February 1 - February 28, 2015

**HARMONY**

Community Development District

**Monthly Debit Card Purchases  
February 28, 2015**

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
2/2/2015	PetwasteCo	4 Pet Waste cans, commercial AWC-10G	384.00
2/2/2015	Quad Logic	Polaris Magnum 500 Mechanical Water Pump Seal and Oil Seal Kit	49.95
2/2/2015	Amazon	Mobil Synthetic Motor Oil	46.88
2/2/2015	Preston Vann	Factory Servie Manual Polaris 2011 Ranger crew efi	32.98
2/2/2015	Amazon	Diamond Blade for Porcelain Tile	29.68
2/2/2015	Amazon	Motion Pro Flywheel Puller/Primary Gear Extractor	19.30
2/2/2015	Amazon	Prestone Dex Cool Antifreeze	14.27
2/5/2015	Rick's Performance Inc	New Polaris Water Pump Seal Puller Removal Tool Sportsman	163.38
2/6/2015	USP	Shipping for return	15.07
2/6/2015	Amazon	Koch Twisted Nylon Rope	13.95
2/9/2015	Amazon	3 smoker's Outpost Site Saver Cigarette Receptacle	149.97
2/9/2015	Sunoco	Fuel	33.96
2/9/2015	Amazon	Pemium Multifold Paper	23.44
2/10/2015	Amazon	2 Sloan Valve Flushometer	163.76
		Sales tax	11.46
2/10/2015	Amazon	Diamond Gloves	85.06
2/9/2015	Amazon	Pemium Multifold Paper	22.95
2/10/2015	Amazon	Tru Close Narrow Spring Hinge	57.23
2/10/2015	Amazon	Furacell Alkaline Battery	12.60
2/10/2015	Amazon	Spud Gasket	11.48
		Sales tax	0.07
2/11/2015	Amazon	Zero Waste Dog Waste Roll Bags	146.25
2/11/2015	Amazon	Zero Waste Dog Waste Roll Bags	146.25
2/12/2015	Amazon	Mechanics Products 100-Piece Socket and Bit Set	35.67
2/17/2015	Amazon	4 Ideal Security Heavy Duty Door Closer	47.84
2/17/2015	Sunoco	Fuel	37.64
2/17/2015	Amazon	3 Rubber Toilet Flanged Spud Washer	20.07
2/17/2015	Amazon	3 Sloan Valve Vacuum Breaker Repair Kit	7.95
		Eastman Cast Brass Closet Spud	11.99
2/17/2015	Amazon	Eastman Cast Brass Closet Spud	11.99
2/17/2015	Amazon	Stainless Steel Sheet Metal Screw, Plain Finish, Pan Head, Phillips Drive	7.54
2/18/2015	Amazon	2 HP Black Original Ink Cartridge	41.98
2/19/2015	Amazon	Trend Micro Antivirus & Security 2015 3 PC's	29.21
2/19/2015	Amazon	Pemko Door Bottom Sweep, Clear Anodized Aluminium with Gray Nylon Brush insert	15.84
2/19/2015	Amazon	Pemko Door Bottom Sweep, Clear Anodized Aluminium with Gray Nylon Brush insert	15.84
2/20/2015	Amazon	Refund - 4 Ideal Security Heavy duty Door Closer	(47.84)
		Shipping Fee	8.21
2/20/2015	Handyman Hardware	ZN Adj Door Spring	25.96
2/20/2015	Amazon	Rubbermaid Commercial Rfill ofr Micorburst Automatic Odor Control System	50.40
2/20/2015	Amazon	Duracell Procell Alkaline Battery	10.67
		Sloan Valve Flushometer	86.54
2/24/2015	CustomInk	Gildan Ultra cotton T-Shirt Navy	282.96
2/24/2015	Amazon	Hydro Tools Stainless Steel Ladder Step	15.97
2/24/2015	Amazon	Pempko Door Bottom Sweep, Clear Anodized Aluminium Nylon Brush insert	15.84
2/24/2015	Amazon	Pempko Door Bottom Sweep, Clear Anodized Aluminium Nylon Brush insert	15.84
2/24/2015	Amazon	Prestone Dex Cool Antifreeze	14.27
2/25/2015	Sunoco	Fuel	44.18
2/25/2015	Amazon	3 Bemis Molded Wood Elongated Toilet Seat with Easy Clean and Change Hinge	43.44
2/25/2015	Amazon	Master Lock Lockign Steel Security File Box	14.97
2/25/2015	Amazon	in dispute	5.81
2/25/2015	Amazon	Howard Leight LL-30 Laser Lite Corded Foam Earplugs Box	23.97
		Total	<b>2,528.69</b>

**HARMONY**  
Community Development District

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**Monthly Debit Card Purchases**  
**February 28, 2015**

Date	Vendor	Description	Amount
<b><u>G/L Coding</u></b>			
	R&M - Equipment Boats	546223.53910.5000	\$ 32.98
	R&M - Parks & Facilities	546225.53910.5000	\$ 1,120.44
	R&M - Equipment Vehicles	546224.53910.5000	\$ 357.67
	R&M - Pools	546074.53910.5000	\$ 586.52
	R&M - Contingency	549900.53910.5000	\$ 407.11
	R&M - Irrigation	546041.53902.5000	\$ -
	R&M-Sidewalk	546084.53910.5000	\$ 23.97
	MISC-Security Enhancement	549911.53910.5000	\$ -
			<u>\$ 2,528.69</u>



Gerhard Van der snel <gerhardharmony@gmail.com>

### Your PetWasteCo Order Confirmation (#1477)

1 message

**PetWasteCo** <customerservice@petwasteco.com>  
Reply-To: customerservice@petwasteco.com  
To: gerhardharmony@gmail.com

Fri, Jan 30, 2015 at 8:58 AM

## Thanks for Your Order

Your order ID is #1477.

### Shipping Address

Gerhard van der snel  
Harmony CDD  
7360 Five Oaks dr  
Office trailer  
Harmony, Florida 34773  
United States  
4073012235

### Billing Address

Gerhard van der Snel  
Harmony CDD  
210 N University Dr  
Suite 702  
Coral Springs, Florida 33071  
United States  
4073012235

### Your Order Contains...

Cart Items	SKU	Qty	Item Price	Item Total
Pet Waste Can, Commercial Grade, All Aluminum	AWC-10G	4	\$96.00 USD	\$384.00 USD

<b>Subtotal:</b>	<b>\$384.00 USD</b>
<b>Shipping:</b>	<b>\$66.13 USD</b>
<b>Coupon Code (pmfs101):</b>	<b>-\$66.13 USD</b>
<b>Grand Total:</b>	<b>\$384.00 USD</b>
<b>Payment Method:</b>	<b>Credit Card</b>

PetWasteCo  
<http://petwasteco.com/>

PetWasteCo is powered by Bigcommerce. Launch your own store for free with Bigcommerce.

*parkus*

*Approved G v/d Snel 01/30/2015*





Gerhard Van der snel <gerhardharmony@gmail.com>

### Receipt for your payment to Quad Logic

1 message

service@paypal.com <service@paypal.com>  
To: Harmony CDD <gerhardharmony@gmail.com>

Fri, Jan 30, 2015 at 3:27 PM



Jan 30, 2015 12:27:01 PST  
Receipt No: 1653-3127-7177-9300

Hello Harmony CDD,

This email confirms that you have paid Quad Logic (sales@quad-logic.com) \$49.95 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL \*QUAD LOGIC".

Now that you've completed your payment, sign up for a free PayPal account by clicking Sign Up Now below. You'll be able to check out faster next time and track your payment history for all of the items you purchase on eBay.

Sign Up Now!

#### Sign Up for a Free PayPal Account

- ✔ 100% protection for buyers against unauthorized account use
- ✔ Your financial information is never shared when you send a payment
- ✔ Free for buyers

#### Payment Details

*Approved G v/d Snel 01/30/2015*

*Vehicles*

Purchased From: Quad Logic  
Receipt ID: 1653-3127-7177-9300

Item #	Item Title	Quantity	Price	Subtotal
161466477018	Polaris Magnum 500 Mechanical Water Pump Seal and Oil Seal Kit - 3084837 3084836	1	\$49.95 USD	\$49.95 USD

Shipping & Handling: \$0.00 USD  
(includes any seller handling fees)

Shipping Insurance (not offered): -

Total: \$49.95 USD

This charge will appear on your credit card statement as "PAYPAL \*QUAD LOGIC".

Payment sent to sales@quad-logic.com



**Final Details for Order #109-2217565-3825044**

Print this page for your records.

**Order Placed:** January 31, 2015  
**Amazon.com order number:** 109-2217565-3825044  
**Order Total: \$46.88**

**Shipped on February 2, 2015**

**Items Ordered**

1 of: *Mobil 1 96989 0W-40 Synthetic Motor Oil - 1 Quart (Pack of 6)* **Price**  
Sold by: Tom Masano Auto Group ([seller profile](#)) **\$46.88**

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$46.88  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$46.88  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$46.88**  
-----

**Shipping Speed:**

Standard

**Payment information**

**Payment Method:**

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$46.88  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$46.88  
Estimated tax to be collected: \$0.00

**Grand Total: \$46.88**

To view the status of your order, return to [Order Summary](#).

**Please note:** This is not a VAT invoice.

*Vehicle*

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*Approved G v/d Snel 02/09/2015*



Gerhard Van der snel <gerhardharmony@gmail.com>

**Receipt for your payment to preston.vann@me.com**

1 message

**service@paypal.com** <service@paypal.com>  
 To: Harmony CDD <gerhardharmony@gmail.com>

Mon, Feb 2, 2015 at 8:06 AM



Feb 2, 2015 05:06:08 PST  
 Transaction ID: 42N817697N175793F

Hello Harmony CDD,

You sent a payment of \$32.98 USD to preston.vann@me.com

We've asked the seller to ship.

Thanks for using PayPal. To see all the transaction details, log in to your PayPal account.

It may take a few moments for this transaction to appear in your account.

**Seller**  
 preston.vann@me.com

**Shipping address - confirmed**  
 Harmony CDD  
 3337 Primrose willow dr  
 Harmony, FL 34773-6017  
 United States

**Note to seller**  
 You haven't included a note.

**Shipping details**  
 The seller hasn't provided any shipping details yet.



Link your bank account to your PayPal account to unlock more benefits, like sending money to friends and family in the U.S. for free when you use your bank account. Add your bank account

*Best*

Description	Unit price	Qty	Amount
factory service manual polaris 2011 ranger 400 500 efi 500 crew efi Item# 251807833566	\$24.99 USD	1	\$24.99 USD



Shipping and handling	\$7.99 USD
Insurance - not offered	---
<b>Total</b>	<b>\$32.98 USD</b>

*Approved G v/d Snel 02/02/2015*

**Payment** \$32.98 USD



### Final Details for Order #104-8656319-1571408

Print this page for your records.

**Order Placed:** January 30, 2015  
**Amazon.com order number:** 104-8656319-1571408  
**Order Total: \$29.68**

### Shipped on February 1, 2015

#### Items Ordered

	<b>Price</b>
1 of: <i>Mercer Abrasives 671700 Diamond Blade for Porcelain Tile, 7-Inch</i>	\$29.68
Sold by: Amazon.com LLC	

Condition: New

#### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$29.68
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$29.68
Sales Tax:	\$0.00
-----	

**Total for This Shipment: \$29.68**

#### Shipping Speed:

Two-Day Shipping

### Payment information

#### Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$29.68
Shipping & Handling:	\$0.00
-----	

#### Billing address

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax:	\$29.68
Estimated tax to be collected:	\$0.00

**Grand Total: \$29.68**

To view the status of your order, return to [Order Summary](#).

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*Misc Contingency*

*Approved G v/d Snel 02/09/2015*



**Final Details for Order #109-6948350-8936241**

Print this page for your records.

**Order Placed:** January 31, 2015  
**Amazon.com order number:** 109-6948350-8936241  
**Order Total: \$19.30**

**Shipped on February 1, 2015**

**Items Ordered**

	<b>Price</b>
1 of: <i>Motion Pro 08-0423 Flywheel Puller/Primary Gear Extractor KTM 50</i>	\$19.30
Sold by: Amazon.com LLC	

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$19.30
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$19.30
Sales Tax:	\$0.00
-----	

**Total for This Shipment: \$19.30**

**Shipping Speed:**

Two-Day Shipping

**Payment information**

**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$19.30
Shipping & Handling:	\$0.00
-----	

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax:	\$19.30
Estimated tax to be collected:	\$0.00
-----	

**Grand Total: \$19.30**

To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 02/09/2015*

*Vehicle*



### Final Details for Order #109-8141354-3705038

Print this page for your records.

**Order Placed:** January 31, 2015  
**Amazon.com order number:** 109-8141354-3705038  
**Order Total: \$14.27**

### Shipped on February 1, 2015

**Items Ordered**

1 of: *Prestone AF888 Dex-Cool Antifreeze - 1 Gallon*  
Sold by: Amazon.com LLC

**Price**  
\$14.27

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$14.27  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$14.27  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$14.27**  
-----

**Shipping Speed:**

Standard Shipping

### Payment information

**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$14.27  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$14.27  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$14.27**

*Vehicle*

To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 02/09/2015*



Gerhard Van der snel <gerhardharmony@gmail.com>

**Receipt for your PayPal payment to Rick's Performance Inc.**

1 message

**service@paypal.com** <service@paypal.com>  
 To: Harmony CDD <gerhardharmony@gmail.com>

Wed, Feb 4, 2015 at 1:35 PM



Feb 4, 2015 10:34:56 PST  
 Transaction ID: 25A660468C437392A

Hello Harmony CDD,

You sent a payment of \$199.98 CAD to Rick's Performance Inc.  
 (sales@ricksperformance.com)

Thanks for using PayPal. To see all the transaction details, log in to your PayPal account.

It may take a few moments for this transaction to appear in your account.

**Seller**  
 Rick's Performance Inc.  
 sales@ricksperformance.com

**Note to seller**  
 You haven't included a note.

*Vehicles*

**Shipping address - confirmed**  
 Harmony CDD  
 3337 Primrose willow dr  
 Harmony, FL 34773-6017  
 United States

**Shipping details**  
 The seller hasn't provided any shipping details yet.



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 Download the PayPal app

Description	Unit price	Qty	Amount
NEW POLARIS WATER PUMP SEAL PULLER REMOVAL TOOL SPORTSMAN 500 ATV 2872105 Item# 271442522085	\$179.99 CAD	1	\$179.99 CAD



Shipping and handling \$19.99 CAD  
 Insurance - not offered ---  
**Total** \$199.98 CAD

*Approved G v/d Snel 02/04/2015*

**Payment** \$199.98 CAD

*\$ 169.38*



Shipment Receipt

Transaction Date: 04 Feb 2015

Tracking Number:

1Z89T1U14391587839

<b>1</b> Address Information		
<b>Ship To:</b> SMITH MANUFACTURING BECCA 1610 S DIXIE HWAY POMPANO BEACH FL 330608913 Telephone:9549419744	<b>Ship From:</b> GERHARD VAN DER SNEL GERHARD VAN DER SNEL 7360 FIVE OAKS DR OFFICE TRAILER HARMONY FL 34773 Telephone:4073012235	<b>Return Address:</b> GERHARD VAN DER SNEL GERHARD VAN DER SNEL 7360 FIVE OAKS DR OFFICE TRAILER HARMONY FL 34773 Telephone:4073012235

<b>2</b> Package Information			
Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 4.0 lbs (4.0 lbs billable)	6 x 6 x 6 in. Other Packaging	300.00 USD	

<b>3</b> UPS Shipping Service and Shipping Options	
<b>Service:</b> Shipping Fees Subtotal: Transportation Fuel Surcharge Declared Value Package 1	UPS Ground Service 13.07 USD 9.74 USD 0.63 USD 2.70 USD
<b>Additional Shipping Options</b> Delivery Confirmation: Package 1: Delivery Confirmation Total Shipping Charges	2.00 USD 15.07 USD

<b>4</b> Payment Information	
<b>Bill Shipping Charges to:</b> Associated shipper's account:	MasterCard xxxxxxxxxxxx Shipper's Account 89T1U1
<b>Charges:</b> Daily rates were applied to this shipment Total Charged:	15.07 USD 15.07 USD

Note: Your invoice may vary from the displayed reference rates.

\* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

**Responsibility for Loss or Damage**

UPS's liability for loss or damage to each domestic package or international shipment is limited to \$100 without a declaration of value. Unless a greater value is recorded in the declared value field of the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. To increase UPS's limit of liability for loss or damage, a shipper may declare a higher value and pay an additional charge. See the UPS Tariff/Terms and Conditions of Service ("UPS Terms") at www.ups.com for UPS's liability limits, maximum declared values, and other terms of service. UPS does not accept for transportation and shippers are prohibited from shipping, packages with a value of more than \$50,000. The only exception to the \$50,000 per package limit is for a package eligible for the Enhanced Maximum Declared Value of \$70,000 per package, as set forth in the UPS Terms. A package is eligible only if it meets the following requirements: The package must be (i) a domestic shipment; (ii) tendered pursuant to shipper's Scheduled Pickup Service; (iii) a UPS Next Day Air(R) delivery service is the service level selected; (iv) processed for shipment using a UPS Shipping System (declarations of value on paper Source Documents are not eligible for Enhanced Maximum Declared Value); and (v) does not contain hazardous material or a Perishable Commodity. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Terms, which can be found at www.ups.com.

Approved G v/d Snel 03/12/2015





**Final Details for Order #109-7038148-8744202**

Print this page for your records.

**Order Placed:** February 5, 2015  
**Amazon.com order number:** 109-7038148-8744202  
**Order Total:** \$13.95

**Shipped on February 6, 2015**

**Items Ordered**

1 of: *Koch 5210836 Twisted Nylon Rope, 1/4 by 100 Feet, White*  
Sold by: Amazon.com LLC

**Price**  
\$13.95

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$13.95  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$13.95  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$13.95**  
-----

**Shipping Speed:**

Two-Day Shipping

**Payment information**

**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$13.95  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$13.95  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$13.95**

To view the status of your order, return to [Order Summary](#).

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*Vehicle*

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*Approved G v/d Snel 02/09/2015*



### Details for Order #104-7610443-4334636

Print this page for your records.

**Order Placed:** February 9, 2015  
**Amazon.com order number:** 104-7610443-4334636  
**Order Total: \$149.97**

### Preparing for Shipment

#### Items Ordered

3 of: <i>Smokers' Outpost Site Saver Cigarette Receptacle Color: Black</i>	<b>Price</b>
Sold by: DC Mach Inc. ( <a href="#">seller profile</a> )	\$49.99

Condition: New

#### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$149.97
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$149.97
Sales Tax:	\$0.00
-----	

**Total for This Shipment: \$149.97**

#### Shipping Speed:

Economy Shipping

### Payment information

#### Payment Method:

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal:	\$149.97
Shipping & Handling:	\$0.00
-----	

#### Billing address

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax:	\$149.97
Estimated tax to be collected:	\$0.00
-----	

**Grand Total: \$149.97**

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*Approved G v/d Snel 02/09/2015*

*paris*

### Shipped on February 9, 2015

<b>Items Ordered</b>	<b>Price</b>
1 of: <i>Georgia-Pacific Signature 21000 White 2-Ply Premium Multifold Paper Towel, 9.4" Length x 9.2" Width (Case of 16 Packs, 125 per Pack)</i>	\$21.91
Sold by: Warehouse Deals, Inc ( <a href="#">seller profile</a> )	

Condition: Used - Like New  
Item will come in original packaging. Packaging may be damaged... [see more](#)

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$21.91
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$21.91
Sales Tax:	\$1.53

**Shipping Speed:**  
Two-Day Shipping

**Total for This Shipment: \$23.44**

*paris*

### Payment information

**Payment Method:**

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal:	\$124.38
Shipping & Handling:	\$0.00
-----	

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax:	\$124.38
Estimated tax to be collected:	\$7.07
-----	

**Grand Total: \$131.45**

**Credit Card transactions**

MasterCard ending in 4354: February 9, 2015:	\$23.44
MasterCard ending in 4354: February 9, 2015:	\$22.95
MasterCard ending in 4354: February 10, 2015:	\$85.06

To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 03/12/2015*



**Details for Order #109-9199120-5987451**

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**Order Placed:** February 5, 2015  
**Amazon.com order number:** 109-9199120-5987451  
**Order Total: \$175.22**

**Preparing for Shipment**

**Items Ordered**

2 of: *Sloan Valve 111-XL Regal XL Flushometer, Chrome*  
Sold by: FAUCETS AND ACCESSORIES ([seller profile](#))

**Price**  
\$69.90

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$139.80  
Shipping & Handling: \$23.96  
-----  
Total before tax: \$163.76  
Sales Tax: \$11.46  
-----

**Shipping Speed:**

Standard

**Total for This Shipment: \$175.22**  
-----

**Payment information**

**Payment Method:**

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$139.80  
Shipping & Handling: \$23.96  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$163.76  
Estimated tax to be collected: \$11.46  
-----

**Grand Total: \$175.22**

*Handwritten note: "pools" circled around the Grand Total.*

To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 02/09/2015*



**Final Details for Order #104-5301924-9825028**

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**Order Placed:** February 9, 2015  
**Amazon.com order number:** 104-5301924-9825028  
**Order Total: \$131.45**

**Shipped on February 10, 2015**

<b>Items Ordered</b>	<b>Price</b>
4 of: <i>Diamond Gloves Black Advance Powder-Free Nitrile Examination Gloves, 6.3 Mil, Heavy Duty, Medical Grade, 100 Count XXL</i> Sold by: GeeksHive, Inc. ( <a href="#">seller profile</a> ) Condition: New	\$14.49
1 of: <i>Georgia-Pacific Signature 21000 White 2-Ply Premium Multifold Paper Towel, 9.4" Length x 9.2" Width (Case of 16 Packs, 125 per Pack)</i> Sold by: Amazon.com LLC Condition: New	\$23.06

**Shipping Address:**  
Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$81.02  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$81.02  
Sales Tax: \$4.04

**Shipping Speed:**  
Two-Day Shipping

**Total for This Shipment: \$85.06**

*paris*

**Shipped on February 9, 2015**

<b>Items Ordered</b>	<b>Price</b>
1 of: <i>Georgia-Pacific Signature 21000 White 2-Ply Premium Multifold Paper Towel, 9.4" Length x 9.2" Width (Case of 16 Packs, 125 per Pack)</i> Sold by: Warehouse Deals, Inc ( <a href="#">seller profile</a> ) Condition: Used - Very Good Item will come in original packaging. Packaging will be dama... <a href="#">see more</a>	\$21.45

**Shipping Address:**  
Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$21.45  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$21.45  
Sales Tax: \$1.50

**Shipping Speed:**  
Two-Day Shipping

**Total for This Shipment: \$22.95**

*paris*

*Approved G v/d Snel 03/12/2015*



### Details for Order #104-5080922-8075407

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**Order Placed:** February 9, 2015  
**Amazon.com order number:** 104-5080922-8075407  
**Order Total: \$57.23**

### Not Yet Shipped

#### Items Ordered

1 of: *Stanley National Hardware CD6212 3-13/16" x 2-1/2" Tru-Close Narrow Spring Hinge* **Price** \$28.96  
Sold by: Amazon.com LLC

Condition: New

1 of: *Starfiber StarMop Wet/Dry Microfiber Cleaning Kit* \$28.27  
Sold by: Amazon.com LLC

Condition: New

#### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

#### Shipping Speed:

Two-Day Shipping

### Payment information

#### Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$57.23  
Shipping & Handling: \$0.00

#### Billing address

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$57.23  
Estimated tax to be collected: \$0.00

**Grand Total: \$57.23**

To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 02/09/2015*

*Pooler*



**Details for Order #104-9359652-2077851**

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**Order Placed:** February 9, 2015  
**Amazon.com order number:** 104-9359652-2077851  
**Order Total: \$12.60**

**Not Yet Shipped**

**Items Ordered**

1 of: *DURACELL C12 PROCELL Professional Alkaline Battery, 12 Count*  
Sold by: BestSource OfficeSupplies ([seller profile](#))

**Price**  
\$12.60

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

**Shipping Speed:**

Two-Day Shipping

**Payment information**

**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$12.60  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$12.60  
Estimated tax to be collected: \$0.00

**Grand Total: \$12.60**

To view the status of your order, return to [Order Summary](#).

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*poals*

*Approved G v/d Snel 02/09/2015*



### Final Details for Order #104-0555109-8221867

Print this page for your records.

**Order Placed:** February 10, 2015  
**Amazon.com order number:** 104-0555109-8221867  
**Order Total: \$11.55**

### Shipped on February 11, 2015

#### Items Ordered

1 of: *Toto THU120 SPUD GASKET (10) SET 1 1/2"*  
Sold by: Guillens plumbing and whirlpool parts ([seller profile](#))

**Price**  
\$0.98

Condition: New

#### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$0.98  
Shipping & Handling: \$10.50  
-----  
Total before tax: \$11.48  
Sales Tax: \$0.07  
-----

**Shipping Speed:**  
Standard

**Total for This Shipment: \$11.55**  
-----

### Payment information

#### Payment Method:

Debit Card | Last digits: XXXXXXXX

Item(s) Subtotal: \$0.98  
Shipping & Handling: \$10.50  
-----

#### Billing address

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$11.48  
Estimated tax to be collected: \$0.07  
-----

**Grand Total: \$11.55**

To view the status of your order, return to [Order Summary](#).

**Please note:** This is not a VAT invoice.

*pools*

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**Final Details for Order #104-3200811-4847447**

Print this page for your records.

**Order Placed:** February 11, 2015  
**Amazon.com order number:** 104-3200811-4847447  
**Order Total: \$292.50**

**Shipped on February 11, 2015**

*Parky*

**Items Ordered**

1 of: *Zero Waste Dog Waste Roll Bags, 30 rolls, 6,000 bags*  
Sold by: Amazon.com LLC

**Price**

\$146.25

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office traller  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$146.25  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$146.25  
Sales Tax: \$0.00  
-----

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$146.25**  
-----

**Shipped on February 11, 2015**

**Items Ordered**

1 of: *Zero Waste Dog Waste Roll Bags, 30 rolls, 6,000 bags*  
Sold by: Amazon.com LLC

**Price**

\$146.25

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$146.25  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$146.25  
Sales Tax: \$0.00  
-----

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$146.25**  
-----

**Payment information**

**Payment Method:**

Debit Card | Last digits: XXXXXXXX

Item(s) Subtotal: \$292.50  
Shipping & Handling: \$0.00  
-----

**Billing address**

*Approved G v/d Snel 02/14/2015*





**Final Details for Order #104-7943541-3394646**

Print this page for your records.

**Order Placed:** February 12, 2015  
**Amazon.com order number:** 104-7943541-3394646  
**Order Total: \$35.67**

**Shipped on February 12, 2015**

<b>Items Ordered</b>	<b>Price</b>
1 of: <i>Mechanics Products (W1198) 100-Piece Socket and Bit Set</i> Sold by: Amazon.com LLC	\$35.67
Condition: New	

<b>Shipping Address:</b> Gerhard van der Snel 7360 Five Oaks Dr Office trailer HARMONY, FLORIDA 34773-6047 United States	Item(s) Subtotal: \$35.67 Shipping & Handling: \$0.00 ----- Total before tax: \$35.67 Sales Tax: \$0.00 -----
---	--

<b>Shipping Speed:</b> Two-Day Shipping	<b>Total for This Shipment: \$35.67</b> -----
--	--

**Payment information**

<b>Payment Method:</b> Debit Card   Last digits: [REDACTED]	Item(s) Subtotal: \$35.67 Shipping & Handling: \$0.00 -----
--	---

<b>Billing address</b> GERHARD VAN DER SNEL HARMONY CDD 210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071-7320 United States	Total before tax: \$35.67 Estimated tax to be collected: \$0.00 ----- <b>Grand Total: \$35.67</b>
--	--

To view the status of your order, return to [Order Summary](#).

**Please note:** This is not a VAT invoice.

*Vehicle*

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*Approved G v/d Snel 02/14/2015*



**Final Details for Order #104-0977459-2703458**

Print this page for your records.

**Order Placed:** February 16, 2015  
**Amazon.com order number:** 104-0977459-2703458  
**Order Total: \$47.84**

**Shipped on February 17, 2015**

**Items Ordered**

4 of: *Ideal Security Inc. SK1730BL Heavy Duty Door Closer, Black* **Price**  
Sold by: Amazon.com LLC **\$11.96**

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$47.84  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$47.84  
Sales Tax: \$0.00  
-----

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$47.84**  
-----

**Payment information**

**Payment Method:**

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$47.84  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$47.84  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$47.84**

To view the status of your order, return to Order Summary.

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*Returned*

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*Approved G v/d Snel 02/20/2015*

Approved G v/d Snel 02/16/2015

Sunoco  
6990 E Irlo Bronson  
St. Cloud Florida 34

\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 218842  
Grade: Regular (87)  
Pump Number: 02  
Gallons: 16.371  
Price: \$2.299  
Total Fuel: \$37.64  
Total Sale: \$37.64

Term: JD12417328001

Appr: 017314

Seq#: 044282

MasterCard  
XXXXXXXXXXXX

02/15/2015 07:48:31  
Thank You For  
Shopping Sunoco



**Final Details for Order #104-8980406-2403457**

Print this page for your records.

**Order Placed:** February 16, 2015  
**Amazon.com order number:** 104-8980406-2403457  
**Order Total: \$52.00**

**Shipped on February 16, 2015**

**Items Ordered**

3 of: *LASCO 02-3055 Rubber Toilet 1-1/2-Inch Flanged Spud Washer*  
Sold by: Amazon.com LLC

**Price**  
\$6.69

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$20.07  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$20.07  
Sales Tax: \$0.00  
-----

**Shipping Speed:**  
Two-Day Shipping

**Total for This Shipment: \$20.07**

*pools*

**Shipped on February 16, 2015**

**Items Ordered**

3 of: *Sloan Valve V-551-A Vacuum Breaker Repair Kit*  
Sold by: Amazon.com LLC

**Price**  
\$2.65

Condition: New

1 of: *Eastman 40141 Cast Brass Closet Spud*  
Sold by: Amazon.com LLC

\$11.99

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$19.94  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$19.94  
Sales Tax: \$0.00  
-----

**Shipping Speed:**  
Two-Day Shipping

**Total for This Shipment: \$19.94**

*pools*

**Shipped on February 17, 2015**

*Approved G v/d Snel 02/20/2015*

**Items Ordered**

1 of: *Eastman 40141 Cast Brass Closet Spud*  
Sold by: Amazon.com LLC

**Price**  
\$11.99

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$11.99  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$11.99  
Sales Tax: \$0.00

**Shipping Speed:**  
Two-Day Shipping

**Total for This Shipment: \$11.99**

*pools*

**Payment information**

**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$52.00  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$52.00  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$52.00**

**Credit Card transactions**

MasterCard ending in 4354: February 16, 2015: \$19.94  
MasterCard ending in 4354: February 16, 2015: \$20.07  
MasterCard ending in 4354: February 17, 2015: \$11.99

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**Final Details for Order #104-9419831-7371416**

Print this page for your records.

**Order Placed:** February 17, 2015  
**Amazon.com order number:** 104-9419831-7371416  
**Order Total: \$7.54**

**Shipped on February 17, 2015**

<b>Items Ordered</b>	<b>Price</b>
1 of: 18-8 Stainless Steel Sheet Metal Screw, Plain Finish, Pan Head, Phillips Drive, Type A, #10-12 Thread Size, 1" Length (Pack of 50) Sold by: Amazon.com LLC	\$7.54
Condition: New	

**Shipping Address:**  
Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$7.54
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$7.54
Sales Tax:	\$0.00
-----	

**Total for This Shipment: \$7.54**

**Shipping Speed:**  
Two-Day Shipping

**Payment information**

**Payment Method:**  
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$7.54
Shipping & Handling:	\$0.00
-----	

**Billing address**  
GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax:	\$7.54
Estimated tax to be collected:	\$0.00
-----	

**Grand Total: \$7.54**

To view the status of your order, return to [Order Summary](#).

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*Handwritten note:* pools

*Approved G v/d Snel 02/20/2015*



### Final Details for Order #104-3177451-1594661

Print this page for your records.

**Order Placed:** February 17, 2015  
**Amazon.com order number:** 104-3177451-1594661  
**Order Total: \$41.98**

### Shipped on February 18, 2015

#### Items Ordered

2 of: *HP 950 (CN049AN) Black Original Ink Cartridge*  
Sold by: Amazon.com LLC

**Price**  
\$20.99

Condition: New

#### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$41.98  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$41.98  
Sales Tax: \$0.00  
-----

#### Shipping Speed:

Two-Day Shipping

**Total for This Shipment: \$41.98**  
-----

### Payment information

#### Payment Method:

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$41.98  
Shipping & Handling: \$0.00  
-----

#### Billing address

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$41.98  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$41.98**

To view the status of your order, return to [Order Summary](#).

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*Misc Contingency*

*Approved G v/d Snel 02/20/2015*



**Items Ordered**

1 of: *Trend Micro Antivirus+ Security 2015 - 3 PCs*  
Sold by: Amazon.com LLC

**Price**  
\$29.21

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$29.21  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$29.21  
Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$29.21**

*Misc contingency*

**Payment information**

**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$60.89  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$60.89  
Estimated tax to be collected: \$0.00

**Grand Total: \$60.89**

To view the status of your order, return to [Order Summary](#).

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**Details for Order #104-6724730-0438657**

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**Order Placed:** February 19, 2015  
**Amazon.com order number:** 104-6724730-0438657  
**Order Total: \$60.89**

**Preparing for Shipment**

<b>Items Ordered</b>	<b>Price</b>
1 of: <i>Pemko Door Bottom Sweep, Clear Anodized Aluminum with 1" Gray Nylon Brush insert, 0.25"W x 1.875" H x 36" L</i> Sold by: Amazon.com LLC	\$15.84
Condition: New	

**Shipping Address:**  
Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$15.84
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$15.84
Sales Tax:	\$0.00

**Shipping Speed:**  
Two-Day Shipping

**Total for This Shipment: \$15.84**

*pools*

**Preparing for Shipment**

<b>Items Ordered</b>	<b>Price</b>
1 of: <i>Pemko Door Bottom Sweep, Clear Anodized Aluminum with 1" Gray Nylon Brush insert, 0.25"W x 1.875" H x 36" L</i> Sold by: Amazon.com LLC	\$15.84
Condition: New	

**Shipping Address:**  
Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$15.84
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$15.84
Sales Tax:	\$0.00

**Shipping Speed:**  
Two-Day Shipping

**Total for This Shipment: \$15.84**

*pools*

**Shipping now**

*Approved G v/d Snel 02/20/2015*



Gerhard Van der snel <gerhardharmony@gmail.com>

**Refund on order 104-0977459-2703458**

1 message

**Amazon.com** <payments-messages@amazon.com>  
Reply-To: "Amazon.com" <payments-messages@amazon.com>  
To: Gerhard Van der Snel <gerhardharmony@gmail.com>

Thu, Feb 19, 2015 at 5:38 PM

Hello,

We're writing to let you know we processed your refund of \$39.63 for your Order 104-0977459-2703458.

This refund is for the following item(s):

Item: Ideal Security Inc. SK1730BL Heavy Duty Door Closer, Black  
Quantity: 4  
ASIN: B005TE6TO1  
Reason for refund: Customer return

Here's the breakdown of your refund for this item:

Item Refund: \$47.84  
Return Shipping Fee Refund Deduction: (\$8.21)

*please put under  
LIPS  
Misc contingency*

We'll apply your refund to the following payment method(s):

Debit Card [expiring on 8/2017]: \$39.63

We've processed a refund for the above order in the amount of \$39.63. The refund should appear on your account in 2-3 days if issued to a credit card. Refunds issued to a bank account typically take 7-10 days to reflect on the account balance.

Have questions about our refund policy?  
Visit our Help section for more information:

<http://www.amazon.com/refunds>

We look forward to seeing you again soon.

Sincerely,

Amazon.com  
We're Building Earth's Most Customer-Centric Company  
<http://www.amazon.com>

*Return amazon*

Note: this e-mail was sent from a notification-only e-mail address that cannot accept incoming e-mail. Please do not reply to this message.

*Approved G v/d Snel 02/20/2015*

Approved G v/d Snel 02/20/2015

Handyman Hardware & Supply  
1410 10th St.  
St. Cloud, FL 34769  
407-892-7700

Transaction#: A276599  
Associate: Manager  
Date: 02/19/2015 Time: 03:04:40 PM

\*\*\* SALE \*\*\*

Bill To:  
Customer # Harmony  
Harmony Community Dev. Dist.  
210 N University Dr  
Ste 702  
Coral Springs, FL 33071

ZN ADJ DOOR SPRING  
202088  
4.00 PKG @ \$6.49 N \$25.96

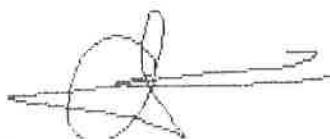
Subtotal: \$25.96  
TAX EXEMPT  
TOTAL: \$25.96

MASTERCARD: \$25.96  
CHANGE: \$0.00

*Parks*

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE  
ACCORDING TO CARDHOLDER'S AGREEMENT  
WITH ISSUER

Approval:091155  
CNUM:MASTERCARD-\*\*\*\*\*4354  
EXP:\*\*/\*\*  
NAME:GERHARD SNEI VAN DER  
AMT:25.96



(X) \_\_\_\_\_  
Authorized Signature

Thank You!  
"Give us a call, We have it all"



**Final Details for Order #104-0275142-6104227**

Print this page for your records.

**Order Placed:** February 23, 2015  
**Amazon.com order number:** 104-0275142-6104227  
**Order Total: \$163.58**

**Shipped on February 23, 2015**

<b>Items Ordered</b>	<b>Price</b>
1 of: <i>Rubbermaid Commercial FG401260A Refill for Microburst 3000 Automatic Odor Control System, 10-Pack of Assorted Fragrances</i> Sold by: Amazon.com LLC  Condition: New	\$50.40

**Shipping Address:**  
 Gerhard van der Snel  
 7360 Five Oaks Dr  
 Office trailer  
 HARMONY, FLORIDA 34773-6047  
 United States

Item(s) Subtotal: \$50.40  
 Shipping & Handling: \$0.00  
 -----  
 Total before tax: \$50.40  
 Sales Tax: \$0.00

**Shipping Speed:**  
 Two-Day Shipping

**Total for This Shipment: \$50.40**

*pools*

**Shipped on February 23, 2015**

<b>Items Ordered</b>	<b>Price</b>
1 of: <i>Duracell PC1500BKD Procell Alkaline Battery, AA, 24/Box</i> Sold by: Big Blue Supplles ( <a href="#">seller profile</a> )  Condition: New	\$10.67
1 of: <i>Sloan Valve 111-XL Regal XL Flushometer, Chrome</i> Sold by: Amazon.com LLC  Condition: New	\$86.54

**Shipping Address:**  
 Gerhard van der Snel  
 7360 Five Oaks Dr  
 Office trailer  
 HARMONY, FLORIDA 34773-6047  
 United States

Item(s) Subtotal: \$97.21  
 Shipping & Handling: \$0.00  
 -----  
 Total before tax: \$97.21  
 Sales Tax: \$0.00

**Shipping Speed:**  
 Two-Day Shipping

**Total for This Shipment: \$97.21**

*Price*  
*\$10.67*  
*pools*  
*\$86.54*  
*pools*

**Shipped on February 24, 2015**

*Approved G v/d Snel 02/23/2015*



**RECEIPT**

**Number: 5336442**  
**Date: 2015-02-23**  
**Balance Due: \$0.00**

Order Placed	Artwork Completed	Order Shipped	Shipper / Tracking No.
02/23/2015	-	-	-

**Bill to:** GERHARD VAN DER SNEL  
 HARMONY CDD  
 210 N UNIVERSITY DR SUITE 702  
 CORAL SPRINGS, FL 33071  
 407-301-2235

**Ship to:** GERHARD van der Snel  
 3500 HARMONY SQUARE DR W  
 HARMONY, FL 34773-6047  
 407-301-2235

**Contact:** GERHARD VAN DER SNEL  
 GERHARDHARMONY@GMAIL.COM  
 HARMONY CDD  
 FIELD OPS MANAGER  
 407-301-2235

Design	Screenprinting	Item	Size/Quantity	Subtotal
sean	1 color front 1 color back	Gildan Ultra Cotton T-shirt — Navy	L: 12, XXXL: 6	\$ 282.96
			Total: 18	

Tax: \$ 0.00  
 Total: \$ 282.96  
 Amount Paid(Credit Card): \$ -282.96  
**Balance Due: \$ 0.00**

Please send payment to:

**CustomInk**  
**PO Box 759439**  
**Baltimore, MD 21275-9439**  
**Attn: Accounts Receivable**

*Misc  
 Cartography*

If you have any questions, please call 866-485-8160.

Thank you for placing your order with CustomInk. We appreciate your business and look forward to serving you again.

*Approved G v/d Snel 02/23/2015*

**Items Ordered**

1 of: *Hydro Tools 87906 Stainless Steel Ladder Step*  
 Sold by: Amazon.com LLC

**Price**  
**\$15.97**

Condition: New

**Shipping Address:**

Gerhard van der Snel  
 7360 Five Oaks Dr  
 Office trailer  
 HARMONY, FLORIDA 34773-6047  
 United States

Item(s) Subtotal: \$15.97  
 Shipping & Handling: \$0.00  
 -----  
 Total before tax: \$15.97  
 Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$15.97**

*pools*

**Payment information**

**Payment Method:**

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$163.58  
 Shipping & Handling: \$0.00  
 -----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
 210 N UNIVERSITY DR STE 702  
 CORAL SPRINGS, FL 33071-7320  
 United States

Total before tax: \$163.58  
 Estimated tax to be collected: \$0.00  
 -----

**Grand Total: \$163.58**

**Credit Card transactions**

MasterCard ending in 4354: February 23, 2015: \$97.21  
 MasterCard ending in 4354: February 23, 2015: \$50.40  
 MasterCard ending in 4354: February 24, 2015: \$15.97

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### Details for Order #104-3264792-2967417

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**Order Placed:** February 24, 2015  
**Amazon.com order number:** 104-3264792-2967417  
**Order Total: \$31.68**

### Preparing for Shipment

#### Items Ordered

1 of: <i>Pemko Door Bottom Sweep, Clear Anodized Aluminum with 1" Gray Nylon Brush insert, 0.25"W x 1.875" H x 36" L</i>	<b>Price</b>
Sold by: Amazon.com LLC	\$15.84

Condition: New

#### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$15.84
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$15.84
Sales Tax:	\$0.00

#### Shipping Speed:

Two-Day Shipping

**Total for This Shipment: \$15.84**

*pools*

### Preparing for Shipment

#### Items Ordered

1 of: <i>Pemko Door Bottom Sweep, Clear Anodized Aluminum with 1" Gray Nylon Brush insert, 0.25"W x 1.875" H x 36" L</i>	<b>Price</b>
Sold by: Amazon.com LLC	\$15.84

Condition: New

#### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal:	\$15.84
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$15.84
Sales Tax:	\$0.00

#### Shipping Speed:

Two-Day Shipping

**Total for This Shipment: \$15.84**

*pools*

### Payment information

#### Payment Method:

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$31.68

*Approved G v/d Snel 02/23/2015*





**Final Details for Order #104-2581859-9452249**

Print this page for your records.

**Order Placed:** February 23, 2015  
**Amazon.com order number:** 104-2581859-9452249  
**Order Total: \$14.27**

**Shipped on February 23, 2015**

**Items Ordered**

1 of: *Prestone AF888 Dex-Cool Antifreeze - 1 Gallon*  
Sold by: Amazon.com LLC

**Price**  
\$14.27

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$14.27  
Shipping & Handling: \$0.00

Total before tax: \$14.27  
Sales Tax: \$0.00

**Total for This Shipment: \$14.27**

**Shipping Speed:**

Standard Shipping

**Payment information**

**Payment Method:**

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$14.27  
Shipping & Handling: \$0.00

Total before tax: \$14.27  
Estimated tax to be collected: \$0.00

**Grand Total: \$14.27**

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

To view the status of your order, return to [Order Summary](#).

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*Vehicle*

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*Approved G v/d Snel 02/23/2015*



Approved G v/d Snel 02/23/2015

Sunoco  
6990 E Irlo Bronson  
St. Cloud Florida 34

\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #:	230069
Grade:	Regular (87)
Pump Number:	02
Gallons:	19.216
Price:	\$2.299
Total Fuel:	\$44.18
Total Sale:	\$44.18

Term: JD12417328001

Appr: 003618

Seq#: 047814

MasterCard  
XXXXXXXXXXXX [REDACTED]

02/23/2015 07:52:57  
Thank You For  
Shopping Sunoco



### Final Details for Order #104-3059323-7824250

Print this page for your records.

**Order Placed:** February 25, 2015  
**Amazon.com order number:** 104-3059323-7824250  
**Order Total: \$58.41**

### Shipped on February 26, 2015

<b>Items Ordered</b>	<b>Price</b>
3 of: Bemis 1500EC000 Molded Wood Elongated Toilet Seat With Easy Clean and Change Hinge, White Sold by: Amazon.com LLC	\$14.48
Condition: New	

**Shipping Address:**  
Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$43.44  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$43.44  
Sales Tax: \$0.00

**Total for This Shipment: \$43.44**

**Shipping Speed:**  
Two-Day Shipping

*pools*

### Shipped on February 25, 2015

<b>Items Ordered</b>	<b>Price</b>
1 of: Master Lock 7148D Locking Steel Security File Box Sold by: Amazon.com LLC	\$14.97
Condition: New	

**Shipping Address:**  
Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$14.97  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$14.97  
Sales Tax: \$0.00

**Total for This Shipment: \$14.97**

**Shipping Speed:**  
Two-Day Shipping

*perks*

### Payment information

**Payment Method:**  
Debit Card | Last digits: XXXXXXXX

*(1 of 2)*

Item(s) Subtotal: \$58.41  
Shipping & Handling: \$0.00

*Approved G v/d Snel 03/10/2015*



**Final Details for Order #104-9171193-6571459**

[Print this page for your records.](#)

**Order Placed:** February 27, 2015  
**Amazon.com order number:** 104-9171193-6571459  
**Order Total: \$23.97**

**Shipped on February 27, 2015**

<b>Items Ordered</b>	<b>Price</b>
1 of: <i>Howard Leight LL-30 Laser Lite Corded Foam Earplugs Box, 100 Pair</i> Sold by: Texas America Safety Company ( <a href="#">seller profile</a> )	\$18.00
Condition: New	

**Shipping Address:**  
 Gerhard van der Snel  
 7360 Five Oaks Dr  
 Office trailer  
 HARMONY, FLORIDA 34773-6047  
 United States

Item(s) Subtotal:	\$18.00
Shipping & Handling:	\$5.97
-----	
Total before tax:	\$23.97
Sales Tax:	\$0.00
-----	

**Shipping Speed:**  
 Standard

**Total for This Shipment: \$23.97**

**Payment information**

**Payment Method:**  
 Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal:	\$18.00
Shipping & Handling:	\$5.97
-----	

**Billing address**  
 GERHARD VAN DER SNEL HARMONY CDD  
 210 N UNIVERSITY DR STE 702  
 CORAL SPRINGS, FL 33071-7320  
 United States

Total before tax:	\$23.97
Estimated tax to be collected:	\$0.00
-----	

**Grand Total: \$23.97**

To view the status of your order, return to [Order Summary](#).

**Please note:** This is not a VAT invoice.

*Sidewalks*

*Approved G v/d Snel 03/10/2015*

**7C.**

## Harmony CDD

### Website Statistics as of March 17, 2015

*(counter reset October 1, 2013)*

#### OVERVIEW

• Total Visitors:	8,551	• Visitors, February:	884
• Total Page Views:	74,780	• Page Views, February:	4,670
• Total Spiders:	50,973	• Visitors, March:	414
• Total Feeds:	1,156	• Page Views, March:	2,397

#### OPERATING SYSTEMS

• Windows 7:	23,464	• iPad:	1,479
• Windows XP:	10,961	• Windows Vista:	1,368
• Linux:	2,392	• Android Linux 4:	1,49
• Windows NT 4:	2,385	• Windows 8	1,189
• iOS 7:	1,511	• Windows 2000:	957

#### BROWSERS

• Mozilla:	22,088	• Internet Explorer 10:	1,804
• Internet Explorer 6:	7,429	• Internet Explorer 9:	1,640
• Safari:	5,538	• Chrome 32:	1,456
• Firefox 3:	3,518	• Internet Explorer 8:	1,437
• Chrome 36:	1,891	• Firefox 21:	1,284

#### SEARCH ENGINES

• Google:	1,017	• Search:	7
• Yahoo:	69	• Ask:	2
• Yandex:	14	• Dogpile:	1

#### TOP PAGES

• Home:	19,363	• /District-Facilities/Recreation-Facilities:	2,445
• /District-Facilities/Ponds	3,793	• /Public-Records/Agendas:	2,327
• /robots.txt	3,617		

#### TOP DAYS

• August 21, 2014	1,626	• July 27, 2014	898
• December 20, 2013	1,522	• July 25, 2014	730
• July 24, 2014	1,016	• July 23, 2014	678

#### TOP DAYS -- Unique Visitors

• October 14, 2013	106	• September 26, 2014	72
• November 22, 2013	76	• November 18, 2014	69
• July 29, 2014	73	• November 7, 2014	67

**TOP DAYS -- Page Views**

• August 21, 2014	1,471	• July 27, 2014	775
• December 20, 2013	1,450	• July 25, 2014	606
• July 24, 2014	847	• July 23, 2014	540

**LAST PAGES**

<u>Date</u>	<u>Page</u>	<u>OS</u>	<u>Browser</u>
• Mar. 17, 2015	Page: Home	Windows 7	Chrome 35
• Mar. 17, 2015	Page: Home	Windows 7	Chrome 35
• Mar. 17, 2015	/robots.txt		
• Mar. 17, 2015	Page: Home		
• Mar. 17, 2015	Page: Home		
• Mar. 17, 2015	/What-Is-A-CDD	Windows 7	Mozilla
• Mar. 17, 2015	Page: Home	Windows 7	Firefox 6
• Mar. 17, 2015	Page: Home	iPad	Safari
• Mar. 17, 2015	Page: Home	Windows 7	Chrome 4
• Mar. 17, 2015	Page: Home	Windows 7	Chrome 4

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

• harmony cdd	32	• square a open space	2
• harmonycdd.org	27		
• www.harmonycdd.org	17		
• harmony community development district	8		
• harmony fl cdd	7		
• cdd stories	7		
• harmony fl boat reservations	5		
• harmonycdd	4		
• http://harmonycdd.org/	4		
• harmony cdd.com	4		
• www.harmonycdd.org/public-records/agendas	3		
• online reputation management akado	3		
• harmony fl boat reservation	3		
• buck lake park harmony fl	3		
• harmony fl cdd fees	3		
• harmony florida cdd	3		
• installerex crunchbase	3		
• goals of pond's	3		
• granger whitelaw avia	2		

## **Eighth Order of Business**



**8A.**

# **RULES OF PROCEDURE**

## **HARMONY COMMUNITY DEVELOPMENT DISTRICT**

DRAFT

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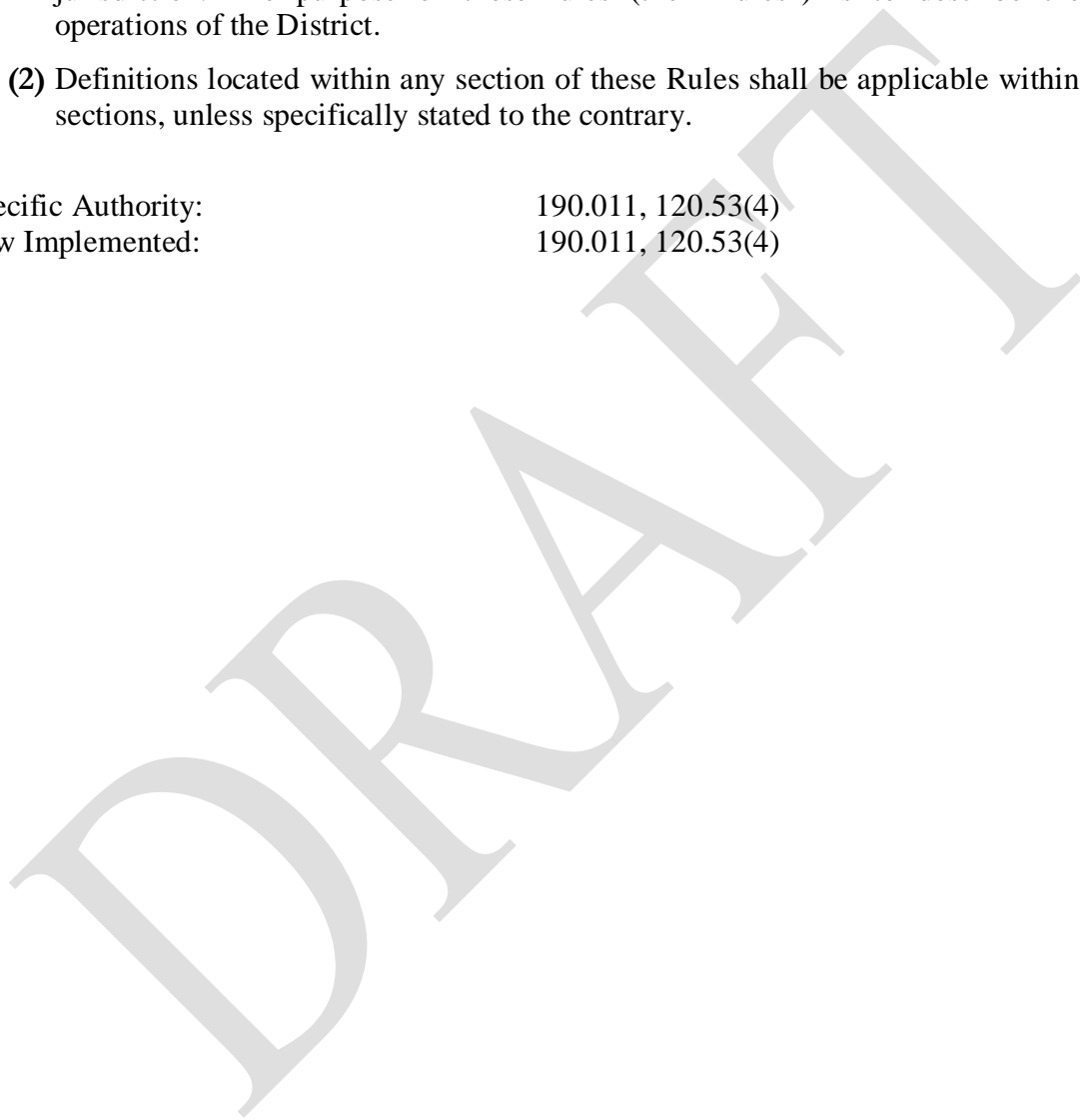
- 1.1 General**
- 1.2 Board of Supervisors; Officers and Voting**
- 1.3 Public Information and Inspection of Records**
- 1.4 Meetings and Workshops**
- 1.5 Rulemaking Proceedings**
- 1.6 Decisions Determining Substantial Interests**
- 1.7 Procedure Under Consultants' Competitive Negotiations Act**
- 1.8 Purchase of Goods, Supplies or Materials**
- 1.9 Contracts for Construction of Authorized Project**
- 1.10 Contracts for Maintenance Services**
- 1.11 Design-Build Contract Competitive Proposal Selection Process**
- 1.12 Purchase of Insurance**
- 1.18 Bid Protests under Consultants' Competitive Negotiations Act**
- 1.14 Bid Protests Relating to Any Other Award**
- 1.15 Effective Date**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT GENERAL AND PROCEDURAL RULES**

**1.1 General.**

- (1) The Harmony Community Development District (the “District”) was created by law, established pursuant to the provisions of Chapter 190, Florida Statutes, to provide for the management and financing of various systems facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: 190.011, 120.53(4)  
 Law Implemented: 190.011, 120.53(4)



## 1.2 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall exercise the powers granted to the District. The Board shall consist of five members. Members of the Board must be residents of ~~Florida~~Florida, and citizens of the United States, and residents and registered voters of the Harmony CDD.

(2) Term of Officers. Board members shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board member(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).

(3) Vacancies: Quorum. Three members of the Board physically present in the same location shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in these Rules or required by law. Members of the Board, as well as staff or employees of the District may be present by telephone, provided that quorum is present at the meeting location and that such telephone attendance is accomplished by speaker-so that all present may hear and respond to the comments of the party attending by telephone. Nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone.

(4) Officers. At any Board meeting held after each election where the newly elected members take office, the Board ~~may~~must select a chair, ~~vice chair/treasurer/assistant secretary~~treasurer, and secretary. The Board may also select a vice chair, assistant treasurers, and assistant secretaries. Such selection may be deferred to subsequent meetings.

(a) The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair to serve the remaining portion of the term, after filling the Board vacancy. The chair may be authorized to sign checks and warrants for the District, countersigned by the treasurer or other persons authorized by the Board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.

(b) The vice chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair to serve the remainder of the term, after filling the Board vacancy.

(c) The secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as secretary.

(d) The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Sections 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The treasurer shall serve at the pleasure of the Board.

(5) Committees. The Board may establish committees of the Board by formal motion referencing this rule, either on a permanent or temporary basis, to perform specifically - designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.

(6) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings of the Harmony Community Development District,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds, and corporate acts.

(7) Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three Board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided that notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

(8) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. Nothing in this Rule shall prohibit the Board member with a voting conflict of interest from voting on a matter. For the purposes of this section, “voting conflict of interest” shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

(a) When a Board member knows that he/she has a conflict of interest on a matter coming before the Board, the member should notify the Board’s secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes of the meeting. The member may then vote. The Board’s secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member ~~that~~ who had the conflict.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board’s secretary. Within fifteen days (15) days of the notification, the member shall file the appropriate memorandum of voting conflict which will be attached to the minutes of the Board meeting during which the vote on the matter occurred.

The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member’s vote shall be unaffected by this filing.

Specific Authority:	190.011(5), 120.525
Law Implemented:	190.006(1), 190.006(4), 190.006(5), 190.006(6), 190.006(7), 190.006(9), 190.007, 112.3143, 120.525, 112.3143(4)(b)

**1.3 Public Information and Inspection of Records.**

(1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Record of Proceedings of the Harmony Community Development District,” may be copied or inspected at the local or regional offices of the District Manager ~~or at the Offices of,~~ during regular business hours.

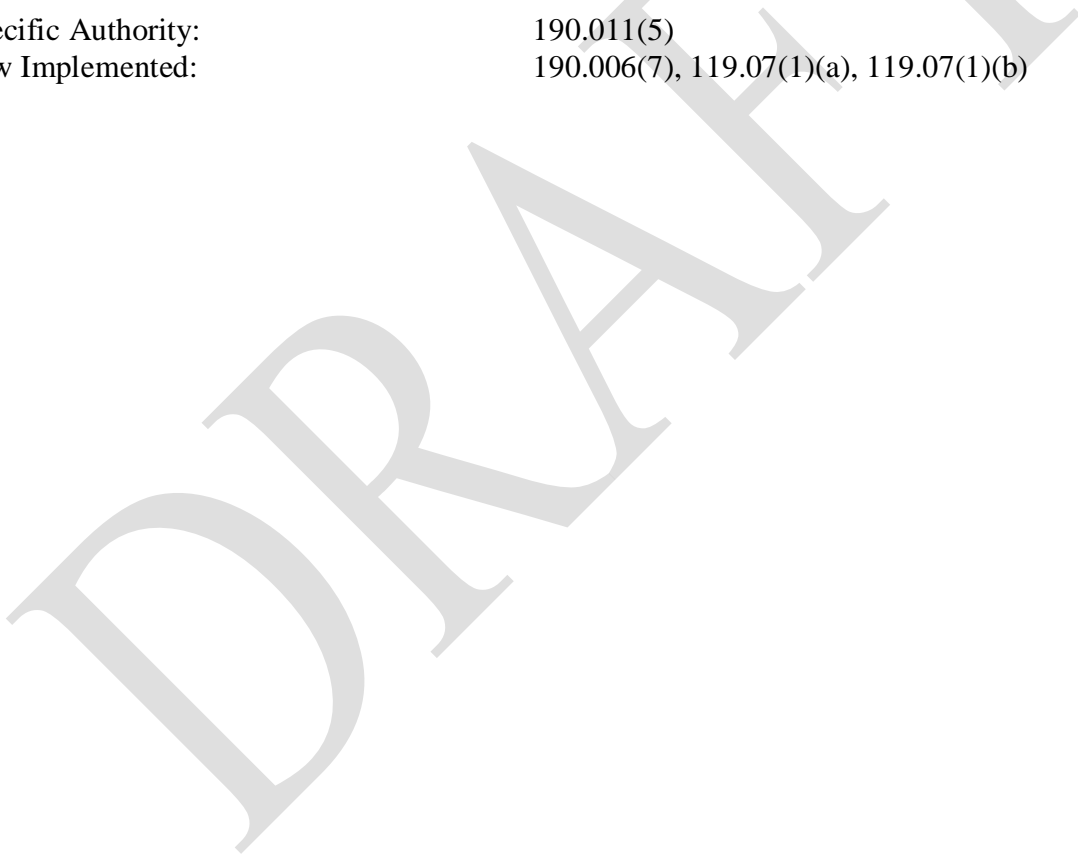
(2) Copies. Copies of public records shall be made available to the requesting person at a charge of \$ .25 per page if not more than 8-1/2 by 14 inches, and for copies in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page. If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

Specific Authority:

190.011(5)

Law Implemented:

190.006(7), 119.07(1)(a), 119.07(1)(b)



## 1.4 Meetings and Workshops.

(1) Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District-county in which the District is located and shall state:

- (a) The date, time, and place of the meeting or workshop;
- (b) A brief description of the nature, subjects, and purposes of the meeting or workshop;
- (c) The address where persons may obtain a copy of the agenda.
- (d) The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

(e) When a previously noticed meeting is canceled, notice of cancellation shall be given in substantially the same manner as notice for the meeting or in any manner that will give adequate notice of cancellation.

(2) Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public in the offices of the District Manager at least seven days before each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

(3) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing.

(4) Emergency Meeting. The chair, or the vice-chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections (1), (2), and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(5) Public Comment. The Board shall provide members of the public with a reasonable opportunity to be heard on a proposition before the Board. The Board shall designate a specified period of time for public comment on the meeting agenda at the beginning of the meeting. The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action. The Board shall maintain orderly conduct and proper decorum in a public meeting.



a. Members of the public shall have three (3) minutes to address the Board.

b. In meetings in which a large number of individuals wish to be heard and wish to speak on the same side of a proposition before the Board, the Board may choose to allow representatives of groups or factions to address the Board on a proposition before the Board, rather than allowing all members of such groups or factions to speak individually.

c. Members of the public shall fill out the form prescribed by the Board and (incorporated herein by reference) in order to inform the Board of a desire to be heard, to indicate his or her support, opposition, or neutrality on a proposition, and to speak for him or her or his or her group on a proposition if he or she so chooses.

(6) Budget Hearing: Budget Amendment. Notice of hearing on the annual budget(s) shall be in accordance with Section 190.008, Florida Statutes. Once adopted in accordance with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item. All expenditures in excess of 10% of any line item in the budget must be approved by the Board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety, or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the chair, the vice chair.

(7) Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time, and location publicly announced at the Board meeting where the item or matter came before the Board.

Specific Authority:	190.011(5), 120.525, 120.54(5)
Law implemented:	190.007(1), 190.008, 120.525, 120.54, 286.0114

## 1.5 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

### (2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development; provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.

(b) All rules should be drafted in accordance with Chapter 120, F.S.Florida Statutes.

### (3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; ~~and~~ a reference to the specific rulemaking authority pursuant to which the rule is adopted; ~~and~~ a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

(b) The notice shall be published in a newspaper of general circulation in the District-county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the Board's office to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules

for adoption or the District chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the Petitioner, ~~the~~ specific action requested, ~~the~~ specific reason for adoption, amendment, or repeal, ~~the~~ the date submitted, ~~and~~ and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District or has a substantial interest in the rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes (~~1999~~2014), except that copies of the petition shall not be sent to the Administrative Procedures Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

(6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and

(d) The published notice.

(7) Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice, or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.

(8) Rulemaking Proceedings - Hearing. If the proposed rule does not relate exclusively to organization, practice, or procedure, the District shall provide (upon request) a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.

(9) Request for a Public Hearing

(a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within twenty-one (21) days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.

(b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the ~~District~~ county in which the District is located at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.

(c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.

(10) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the ~~District~~ county in which the District is located. Notice of emergency rules shall be published as soon as practical in a newspaper of general circulation in the county in which the District is located. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions

(11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

(12) Variations and Waivers. Variations and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

Specific Authority: 190.011(5), 190.011(15), 120.54, 190.035  
 Law Implemented: 120.54, 190.035(2)

## 1.6 Decisions Determining Substantial Interests.

(1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the chair), District Manager, District General Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
2. Rule upon offers of proof and receive relevant evidence;
3. Regulate the course of the hearing, including any prehearing matters;
4. Enter orders;
5. Make or receive offers of settlement, stipulation, and adjustment.

(a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time, and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.

(b) The District shall issue a final order within forty-five (45) days:

1. After the hearing is concluded, if conducted by the Board;
2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

(2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

(a) Adopt a resolution identifying the property to be taken;

(b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: 190.011(5), 190.011(15)  
Law Implemented: 190.011(11)

## 1.7 Procedure Under Consultants' Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

### (1) Definitions.

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(b) "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.

(c) A "continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.

(d) "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business) where the Board decides the delay incident to competitive bidding would be detrimental to the interests of the District.

(2) Qualifying Procedures. In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:

(a) Hold all required applicable state professional licenses in good standing.

(b) Hold all required applicable federal licenses in good standing, if any.

(c) If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

(d) Meet any prequalification requirements set forth in the project or bid specifications. Qualification standards may include but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

(3) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District



shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and the method for interested consultants to apply for consideration. The notice shall appear in at least one newspaper of general circulation in the District county in which the District is located and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications; and/or public presentation, select, and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria as adopted by the Board for a specific type of professional service, including but not limited to the following:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's-firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

(b) Nothing in these rules shall prevent the District from evaluating and eventually selecting a firm if fewer than three responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

(c) If the selection process is administered by any person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required professional services.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

(c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second ~~most-most~~-qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary), those negotiations shall be terminated and negotiations with the third ~~most-most~~-qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary), additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

(7) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5)  
 Law Implemented: 190.011(3), 287.055, 190.033



## 1.8 Purchase of Goods, Supplies, or Materials.

(1) Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for ~~category four~~ **CATEGORY FOUR**, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices.

### (2) Definitions.

(a) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity involved. It includes printed instructions prescribing conditions for bidding, ~~and~~ evaluation criteria, and provides for a manual signature of an authorized representative.

(b) “Request for Proposal” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(c) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

(d) “Lowest responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

(e) “Goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices.

(f) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional, or local governmental entity, or political subdivision of the state.

(g) “Emergency purchase” means a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive bidding would be detrimental to the interests of the District.

(3) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following is appropriate:

(a) The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.

(b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the ~~District~~county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

(d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

(e) The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

(f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

(g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for goods, supplies, or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of goods, supplies, or materials.

(h) The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5)  
 Law Implemented: 190.033

## 1.9 Contracts for Construction of Authorized Project.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

### (2) Procedure.

(a) Notice of Invitation to Bid or Request for Proposals shall be advertised at least once in a newspaper of general circulation in the District county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of bids.

(b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail and/or email.

(c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid or proposal:

1. Hold all required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special prequalification requirements set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

(d) Bids or proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposals. Bids and proposals shall be evaluated in accordance with the Invitation or Request and these Rules.

(e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative-Manager may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

(f) In determining the lowest responsive and responsible bidder, the District Representative-Manager and Board may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following criteria as adopted by the Board for a specific project, including but not limited to the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
2. The past performance of each bidder or proposer for the District and in other professional employment settings.
3. The willingness of each bidder or proposer to meet time and budget requirements.
4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of the bidder or proposer.
6. The volume of work previously awarded to each bidder or proposer.
7. Whether the cost components of each bid or proposal are appropriately balanced.
8. Whether a bidder or proposer is a certified minority business enterprise.

(g) The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)  
 Law Implemented: 190.033; 255.0525

## 1.10 Contracts for Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Sections 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contractual services and/or goods, supplies, or materials as defined in herein. Where a contract for maintenance of such a facility or project includes goods, supplies, ~~or~~ materials, and/or contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies, ~~or~~ materials, and/or contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

(a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the ~~District~~county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(b) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email.

(c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

1. Hold the required applicable state professional license in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
4. Meet any special prequalification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

(d) Bids or proposals shall be opened at the time, date, and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

(e) To assist in the determination of the lowest responsive and responsible bidder, the District ~~Representative-Manager~~ may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

(f) In determining the lowest responsive and responsible bidder, the District ~~Representative-Manager and the Board~~ may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following criteria as adopted by the Board for a specific type of maintenance service, including but not limited to the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
2. The past performance of each bidder or proposer for the District and in other professional employment settings.
3. The willingness of each bidder or proposer to meet time and budget requirements.
4. The geographic location of each bidder or ~~proposer's~~ proposer's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of the bidder or proposer.
6. The volume of work previously awarded to each bidder or proposer.
7. Whether the cost components of each bid or proposal are appropriately balanced.
8. Whether a bidder or proposer is a certified minority business enterprise.

(g) The lowest responsive and responsible bid/proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance and/or other bonds with a responsible surety. If the Board receives fewer than three responses, the Board may, in its discretion, re-advertise for additional bids or proposals without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, all bids/proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover any costs of bid/proposal preparation or submittal from the District.

(h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)  
 Law Implemented: 190.033



### 1.11 Design-Build Contract Competitive Proposal Selection Process.

(1) Scope. The District may utilize design/build contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(K), Florida Statutes, when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Rule-Section 1.7, Procedure under Consultants' Competitive Negotiations Act.

(b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical aspects, and design aspects of the project, weighted for the project.

(d) After a design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the County in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.

2. The District may maintain qualification information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

a. Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;

b. Hold all required applicable federal licenses in good standing, if any;

c. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 807, Florida Statutes, if the bidder is a corporation;

d. Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

(e) The Board shall select no fewer than three design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.

(f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines is fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second ~~most-most~~-qualified firm, based on the ranking by the evaluation standards. Failing accord with the second ~~most-most~~-qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

(g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

(h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

(3) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5)  
 Law Implemented: 190.033; 255.20



## 1.12 Purchase of Insurance.

(1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by these Rules. Nothing in these Rules shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the ~~District~~county in which the District is located. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(c) The District may maintain a list of persons interested in receiving notices of invitations to bid. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail or email.

(d) Bids shall be opened at the time and place noted on the Invitation to Bid.

(e) If only one response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids, and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are ~~fitly~~fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to District officers, employees, or their dependents, the geographic location of the ~~company's~~company's headquarters and offices in relation to the District, past performance for the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees, and/or dependents.

(h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)

Law Implemented: 112.08

### 1.13 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 1.7 or 1.11 shall be in accordance with this section.

(1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract (including rejection of some or all bids) by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 1.14 of the Rules of the Harmony Community Development District shall constitute a waiver of proceedings under those Rules."

(2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest (or failure to file a formal written protest) shall constitute a waiver of all further proceedings.

(3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

(4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within (7) days (excluding Saturdays, Sundays and legal holidays) upon receipt of a formal written request.

(5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority: 120.57(3), 190.011(5)  
Law Implemented: 120.57(3), 190.033

#### 1.14 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 1.8, 1.9, 1.10, or 1.11 shall be in accordance with this Section. 1.14.

(1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract – including rejection of some or all bids – by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

(2) Filing. Any person who is affected adversely by the District’s decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.

(3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

(4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within ~~five-seven~~ (57) days (excluding Saturdays, Sundays and legal holidays) of receipt of a formal written protest.

(5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority:	190.011(5)
Law Implemented:	190.033

**1.15 Effective Date.**

These Rules shall be effective ~~March 27, 2014~~ \_\_\_\_\_ except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

DRAFT

**8B.**

**RULE**  
**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
**Amendment 1 to Chapter I**

**CONTINUING AND FULL DISCLOSURE OF PUBLIC FINANCING**

PART I. GENERAL  
PART II. SPECIFIC

**PART I: GENERAL MATTERS INCLUDING DEFINITIONS**

**1-1.004 Applicability; Rulemaking; Purpose.** The Board of Supervisors (“Board” or “Supervisors”) of the Harmony Community Development District (“District”) shall apply these rules to provide continuing and full disclosure of public financing and maintenance of improvements of the District pursuant to Section 190.009(1), Florida Statutes.

*Specific Authority Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~Section 190.011(15), Florida Statutes;~~ and Section 190.009(1), Florida Statutes.*

**1-1.002 Definitions.**

- (1) “Charter” means the charter of the District as created by and expressly set forth in general law in Sections 190.006-190.0041, Florida Statutes, as amended; Section 190.005(2)(d), Florida Statutes; ~~and~~ Section 190.004(4), Florida Statutes; ~~as~~ amended.
- (2) “Continuing full disclosure” means full disclosure no less frequently than annually or as major, relevant, and material information changes.
- (3) “Developer” means a person(s), including an individual(s), partnership(s), ~~or~~ corporation(s) or other business organization(s), or a family(ies) who undertakes the preparation of land for residential development or who is either a home builder or contracts with home builders for the construction of the residential units on the land being prepared, or who builds or contracts to build other residential subdivisions within the boundaries and jurisdiction of the District.
- (4) “Full disclosure” means the making known, pursuant to this rule, District public financing information at a level of detail that is fair, understandable, and reasonable, with notification where details and backup information can be obtained, and this disclosure shall be in good faith as of the date disclosed and is subject to change from time to time pursuant to noticed public hearings and legal procedure. This disclosure is to be made to those persons set forth in (5) below.
- (5) Definitions of those to whom this disclosure is to be made known:
  - a. “Prospective resident(s)” ~~and~~ means any person of the general public who contacts by telephone, email, facsimile, U.S. mail, or ~~in-in~~ person visit to a developer or the District to make inquiries before there is any interest in negotiating a contract for purchase;
  - b. “Prospective initial purchaser” is a prospective resident who is ready to and is interested in negotiating for an initial purchase contract to be signed;
  - c. “Parties to a contract” means those who execute a contract for purchase; and

- d. “Existing residents” means those residents, both landowners and non-landowners, who live within the boundaries of, and are subject to, the jurisdiction of the District.
- (6) “Public financing” or “~~district-District~~ public financing” means all revenues levied by the Board of the District and any indebtedness issued or entered into by the Board on behalf of the District, in order to carry out its purpose and exercise its powers under its charter, including but not limited to such revenues as those which are liens on the real property (either ad valorem taxes or non-ad valorem special assessments) and those which are non-liable and user-based (service charges or fees); the bonds or debt financing, if any, to which these revenues apply to amortize the debt borrowed; the specific on-going maintenance cost to which the revenues may be applied; the fact that other or additional revenue and any related debt may be levied and issued from time to time in the future; and the related notices and opportunities to review materials and to approve materials or to ask questions as-at noticed ~~board-Board~~ hearings before any such levy or issue is decided upon.
- (7) “Maintenance of improvements to real property” means the function by the District to manage, and the related financing of such management, of the basic systems, facilities, services, projects, and improvements to the property over the long term at sustained levels of quality.
- (8) “Notice of establishment” means the document known as the “Notice of Establishment of the Harmony Community Development District” which shall be recorded in the Property-property Records-records in Osceola County, which shall at a minimum include the legal description of the land area subject to the jurisdiction of the District and copy of the Disclosure Statement which must attend any contract for purchase, all as provided in Section 190.0485, Florida Statutes.
- (9) “Public Facilities Report” means the report submitted annually to the Osceola County Board of County Commissioners pursuant to Section 189.415(2), Florida Statutes.

*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes;—; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*

**1-1.003 The District.** The District, pursuant to its Charter, makes it the express responsibility of the Chair of the Board of Supervisors of the District, or his or her designee, who may be the manager-Manager of the District, to administer this rule and to report a minimum of every six months to the Board on the status of continuing full disclosure and to make recommendations on how to improve the continuing full disclosure requirement.

*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes;—; Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*

**1-1.004 Availability of Forms and Records; Inspection.** The Manager and Secretary of the District shall maintain all records and applicable forms and may be contacted for the purpose of obtaining information as to access to forms or records, including public financing records, and maintenance of records as may be required for purposes of this rule. All records are public and shall be made available for inspection and copying pursuant to applicable general law of Florida.

*Specific Authority: Chapter 120, Florida Statutes;—; Section 190.012(3), Florida Statutes;*



*Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*

## **PART II: SPECIFIC RULE PROCEDURES**

**1-1.005 Determination of what Constitutes Public Financing and Maintenance of Improvements.** Pursuant to this rule, the Chair of the Board shall make a presentation every six months to the Board of Supervisors for a determination of what constitutes “Public Financing” for the purpose of continuing full disclosure. The Board shall give the Chair or his or her designee authority and the duty to add specific information in good faith as it becomes available during each ~~six-six~~-month period, so long as copies are given timely to the Board members.

*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; Section 190.0485, Florida Statutes; and Section 190.009(1), Florida Statutes.*

**1.1.006 Forms.** Public financing as defined and determined under ~~the this~~ Rule shall be reduced to a printed form adopted by the Board and as updated on a continual basis as provided in this Rule. The forms shall be available and distributed along with any applicable brochures or any other documents which may be available from time to time.

*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*

**1-1.007 Availability of District Public Financing Information to Existing Residents.** District public financing forms, as defined and determined under this Rule, shall be physically available as updated at the District office for inspection under Florida law and by web-site if and when available, and published noticed of availability annually at the end of each District fiscal year, in a newspaper of general circulation in Osceola County, Florida.

*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*

**1-1.008 Availability of District Public Financing Information to Prospective Residents of the District.** District public financing forms shall be provided by the District Manager for distribution to all prospective residents at the time requested and again at the time of execution of the contract for sale (and with a receipt signed and returned to the District Manager for filing with the contract in the records of the District).

*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*

**1-1.009 Availability of District Public Financing Information to Prospective Initial Purchasers.** District public financing forms and/or brochures shall be provided by the District Manager for distribution at all respective initial purchasers outlining the ~~short~~ ~~short~~-term and ~~long-long~~-term benefits of the District and how those benefits are financed and disclosed to anyone who becomes an existing resident of the District.

*Specific Authority: Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; and Section 190.009(1), Florida Statutes.*

**1-1.010 Availability of District Public Financing and Maintenance of Improvements Information to Parties to a Contract for Purchase at the Time of Execution of the Contract.** District public financing forms and brochures shall be provided by the District



Manager for distribution to all parties who are present to sign the contract for purchase at the time of signing and of execution of the contract for sale with the specific disclosure requirements of Section 190.048, Florida Statutes, in bold face and conspicuous type in the contract for sale immediately above the signature block.

*Specific Authority:* Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; ~~;~~ and Section 190.009(1), Florida Statutes; Section 190.048, Florida Statutes.

**1-1.011 Availability of District Public Financing Information to All Existing Residents of the District.** District financing forms and related brochures shall be provided by the District Manager for distribution to all existing residents on at least an annualized basis as approved by the Board.

*Specific Authority:* Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; ~~;~~ and Section 190.009(1), Florida Statutes.

**1-1.012 Procedures for the District to Furnish Each Developer of a Residential Development within the District copies of the District Public Financing Information for Provision to each Prospective Purchaser.** The District Manager shall provide a current and updated copy of the District public financing form to each developer as defined in this Rule with a letter of instruction to each such developer on the duty to disclose District public financing information to each prospective purchaser as defined in this Rule.

*Specific Authority:* Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; ~~;~~ and Section 190.009(1), Florida Statutes.

**1-1.013 District Public Financing Information shall be included in any Public Offering Statement of a Developer when said Developer is required by law to provide a Public Offering Statement.** The District Manager shall by letter, in such form and substances as approved especially by the Board of Supervisors of the District at least once annually, inform any developer of lands within the District who are required by law to provide a Public Offering Statement. The requirement from the District Board of Supervisors that said developer shall include in any such Public Offering Statement District public financing information and a requirement that proof thereof be provided to the District Manager for filing in the District records.

*Specific Authority:* Chapter 120, Florida Statutes; Section 190.012(3), Florida Statutes; Section 190.011(5), Florida Statutes; ~~;~~ Section 190.011(15), Florida Statutes; ~~;~~ and Section 190.009(1), Florida Statutes.

**1-1.014 The Public Facilities Report** of the District shall be sent with a letter of transmittal to the Chair of the Osceola County Board of County Commissioners from the Chair of Board of Supervisors of Harmony Community Development District with copies of the report currently in effect made available to those persons listed in ~~section~~ Section 1-1.002(5) of this Rule.

~~**1-1.015 Provision For a Three (3) Day Waiting Period Before Completing and Executing Contract for Purchase.** The District Manager shall set up uniform procedures pursuant to this Rule to be approved by the Board of Supervisors within sixty (60) days after the effective date of this Rule by which all developers, home builders or any other person who seeks to negotiate and execute with a purchaser a contract for sale of a residential unit within the District shall, by an additional form approved by the Board and executed by the Purchaser and Seller at the time of the signing of the purchase contract, provide that the purchaser has three (3) days from the date of executing the purchase contract to rescind the contract by signing the same form.~~

~~The purpose of this rule is to afford the purchaser not only full disclosure but also the obligation to think about the disclosures for three (3) days before finalization of a sales~~

~~purchase contract.~~

~~Specific Authority 190.011(5), Florida Statutes, and Section 190.011(15), Florida Statutes.~~

~~F: \USERS\KFOLDEN\BIRCHWOOD\Harmony General Counsel\Rule full disclosure financing.wpd~~

**8C.**

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

Rule No.:

Amendment 2 to Chapter ~~I~~1

Rule Title:

Vendor Purchase Policy

The Vendor Purchase Policy of the District, adopted ~~by resolution at the 31 August 2000 regular meeting~~at a rulemaking hearing of the Board of ~~Supervisors~~Supervisors, is hereby incorporated by reference.

Effective Date: \_\_\_\_\_

Previously adopted by resolution: August 31, 2000

Specific Authority - 190.011(5), 190.011(15), 120.54, ~~Fla. Stat. Law~~Florida Statutes  
Implemented - Section 190.007, ~~Fla. Stat.~~Florida Statutes

History - ~~New~~ 10/23/00.

## Harmony Community Development District Vendor Purchase Policy

“Vendor” or “Vendors” shall mean those persons selling goods or services including professional services to the Harmony Community Development District (“District”) pursuant to written agreement or otherwise.

The District shall ensure that each ~~vendor~~ Vendor receives a copy of this policy and agrees to abide by its terms as indicated by the ~~vendor's~~ Vendor's signature in the space below. To the extent practicable, the terms of this policy shall be incorporated into any other written agreements between ~~vendor~~ Vendor and District but this policy shall govern to the extent of any inconsistency with any other written provisions between ~~vendor~~ Vendor and District.

At least two weeks prior to every regularly scheduled District Board of Supervisors<sup>2</sup> meeting, ~~vendors~~ Vendors shall submit to the District Manager bills or invoices for good or services purchased by the District from the ~~vendor~~ Vendor during the time period preceding such submission. Bills or invoices not submitted timely as according to the above shall not be placed on the agenda for Board approval for payment as set forth hereinafter.

All ~~vendor~~ Vendor contracts or agreements entered into with the District, or bills and invoices submitted whether pursuant to separate agreement or otherwise, shall provide that the District may pay all bills or invoices submitted as according to the above within thirty (30) days following approval of the District Board without any penalty or increase in the amounts due and owing because of such payment policy. This paragraph's provisions assume the District Board will meet at least once per month, and ~~vendors~~ Vendors may provide for penalties or increased payment as to bills or invoices not paid within fifty (50) days following proper submission to the District Manager or for alternative payment mechanisms in the event the Board does not meet at least once every thirty (30) days.

This Vendor Purchase Policy was adopted properly by motion of the Board of Supervisors of the Harmony Community Development District at the Board meeting of ~~31 August~~ August 31, 2000, and is herein properly reduced to writing as of the date set forth below. Further, this policy shall be adopted forthwith as a Rule of the District as indicated by the Board at the meeting of ~~28 September~~ September 28, 2000, and as shall be further properly adopted as a Rule at a future meeting of the Board.

Adopted as amended: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Moyer, Secretary  
Harmony Community Development District

AGREED this \_\_\_\_ day of \_\_\_\_\_, ~~200~~ \_\_\_\_\_.

\_\_\_\_\_  
Vendor

**8D.**

**YOUNG, VAN ASSENDERP & QUALLS, P.A.**  
**ATTORNEYS AND COUNSELORS AT LAW**

216 South Monroe Street  
Tallahassee, Florida 32301

Post Office Box 1833  
Tallahassee, FL 32302-1833

Telephone (850) 222-7206  
Telecopier (850) 561-6834

**MEMORANDUM**

To: Harmony CDD Board of Supervisors c/o District Manager

From: Young, van Assenderp and Qualls, P.A.

Date: 3/16/15

Re: Proposed Abrogation of Public Disclosure and Three Day Right of Rescission Rules

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**Questions Presented**

1. May Chapter 1, Amendment 1, Sections 1-1.008 through 1-1.015 be repealed from the Harmony Community Development District's ("CDD's") Rules?
2. May Chapter 1, Amendment 3 be repealed from the CDD's Rules?

**Answers**

1. No, Sections 1-1.008 through 1-1.014 may not be repealed as such sections are consistent with Florida law. Section 1-1.015 may be repealed, but only in light of sound policy reasons for doing so.
2. Yes.

**Discussion**

During the rule workshop, there was discussion regarding eliminating the specific provisions referenced above in the "Questions Presented" section. These provisions relate to the public financing disclosures required by Florida law and to a three (3) day right to rescind a purchase contract.

Section 190.009, Florida Statutes, provides:

**190.009 Disclosure of public financing.—**

(1) The district shall take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district. Such information shall be made available to all existing residents, and to all prospective residents, of the district. The district shall furnish each developer of a residential development within the district with sufficient copies of that information to provide each prospective initial purchaser of property in that development with a copy, and any developer of a residential development within the district, when required by law to provide a public offering statement, shall include a copy of such information relating to the public financing and maintenance of improvements in the public offering statement. The district shall file the disclosure documents required by this subsection and any amendments thereto in the property records of each county in which the district is located.

(2) The Department of Economic Opportunity shall keep a current list of districts and their disclosures pursuant to this act and shall make such studies and reports and take such actions as it deems necessary.

As subsection (1) of this statute shows, the public disclosures required by the CDD's rules are consistent with the requirements under Florida law. Accordingly, sections 1-1.008 through 1-1.014 should not be eliminated from the CDD's rules and the CDD should ensure that these rules are complied with.

Sections 1-1.015 of Amendment 1 in addition to Amendment 3 of Chapter 1 are not expressly required by Florida law, but were adopted in an over-abundance of caution in order to ensure that the public disclosures required by Florida law were complied with. Florida law does not provide for a statutory three-day right to rescind a home purchase contract so that these two provisions are not expressly required by Florida statute.<sup>1</sup>

Nonetheless, the CDD must take into consideration the fact that the three-day rescission language was implemented as a consumer-friendly provision that provides additional protection to future residents in the event that the public disclosure information was not provided as required. This rule was policy-based rather than law-based, but was implemented to ensure compliance with the law. One of the stated reasons for desiring to eliminate the right of rescission was that the rule was not currently being enforced.

However, the CDD should base its decision of whether to repeal this rule on the merits of the rule rather than on previous enforcement measures of the CDD. If the CDD agrees with the policy of allowing a right of rescission, but is only concerned about enforcing this right, it should not eliminate the rule, but rather, the District should take measures to ensure that the rule is enforced. Alternatively, if the CDD decides that the policy behind this rule is not beneficial, and repeals these provisions from the rules, the CDD

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<sup>1</sup> Note that Florida law does provide for such a provision as it relates to condominiums. *See* Fla. Stat. § 718.503(2).



needs to make sure that all public disclosure requirements under Section 190.009 are being complied with so that any future resident will not be harmed by the removal of this added protection.

**Conclusion**

Sections 1-1.008 through 1-1.014 should not be eliminated from the CDD's rules and the CDD should ensure that these rules are complied with.

Amendment 3 to Chapter 1 and section 1-1.015 of Amendment 1 to Chapter 1 of the CDD's rules may be repealed without violating Florida law, but should only be repealed if doing so does not adversely impact future homebuyers and only so long as the required disclosure provisions are followed and enforced by the District. These rules were adopted to carry out public disclosure to all potential homebuyers.

DRAFT

## ~~HARMONY COMMUNITY DEVELOPMENT DISTRICT~~

~~Rule No.: \_\_\_\_\_ Rule Title:  
Amendment 3 to Chapter I \_\_\_\_\_ Three Day Right to Rescind Purchase Contract~~

~~The Three (3) Day Right to Rescind Purchase Contract previously adopted by the Board at the 25th May, 2000 regular meeting of the Board of Supervisors is hereby amended as follows:~~

~~All Developers of residential units within the District shall grant all purchasers of such units the right to rescind the unit purchase contract within three (3) days of executing same. The District Board shall approve, and the District Manager shall provide to all Developers, two (2) forms for this purpose. One form is to be given to all Parties to a Contract with a developer to inform same concerning the three (3) day right of recission and the manner in which such right is to be exercised. The second form shall be an acknowledgment of the provisions of this Rule and hold harmless to the District by the developer.~~

~~Specific Authority—190.011(5) and 190.011(15) Fla. Stat.  
Law Implemented—Section 190.011(5) and Section 190.009 Fla. Stat.  
History—New 08/30/01.~~

~~**3 DAY RIGHT OF RECISSION ON RESIDENTIAL PURCHASE  
CONTRACTS WITHIN THE HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**~~

~~To all Parties to a Contract within the Harmony Community Development District (the "HCDD"):~~

~~All purchasers of residential properties within the HCDD have the right and opportunity to rescind the purchase contract within three (3) days of the "date of execution." The date of execution is the day on which the last party required to sign the contract did so regardless of whether such party is the seller or purchaser. For example, if a wife signed the contract on Friday the 1st, a husband on Saturday the 2nd, and a Developer's sales representative signed on Monday the 4th, the contract may be rescinded as set forth below up to and until 11:59 p.m. on Thursday the 7th.~~

~~While this right of rescission is intended primarily to allow all parties to a residential unit purchase contract sufficient opportunity to review the informational materials relating to the HCDD provided by Developer/Builder and to seek counsel and advice regarding same, the contract may be rescinded within the three (3) day period for any reason whatsoever.~~

~~In order to exercise your right to rescind your purchase contract: Within the three (3) day period;~~

- ~~1) All Parties to a Contract must sign and date this Form where indicated below;~~
- ~~2) Make two (2) copies of the signed Form and two (2) copies of the first page and all signature pages of the residential unit purchase contract;~~
- ~~3) Send the original Form with the applicable purchase contract pages attached thereto via U.S. certified mail, return receipt requested, to the Developer/Builder from whom the residential unit was to be purchased; and,~~
- ~~4) Mail or fax a copy of this Form and attached contract pages to: Attn: Gary Moyer, Secretary, Harmony Community Development District, Severn Trent Environmental Services, Inc., 610 Sycamore Street, Suite 140, Celebration, Florida 34747, Facsimile No.: (407) 566-4128.~~
- ~~5) Please retain one (1) copy of this Form and all documentation for your records.~~

<del>Purchaser</del>	<del>Date</del>	<del>Purchaser</del>	<del>Date</del>
<del>Purchaser</del>	<del>Date</del>	<del>Purchaser</del>	<del>Date</del>
<del>Purchaser</del>	<del>Date</del>	<del>Purchaser</del>	<del>Date</del>

**ACKNOWLEDGMENT & HOLD HARMLESS  
REGARDING 3 DAY RIGHT OF RECISSION**

The undersigned Developer acknowledges the Harmony Community Development District (the "District") has provided for a policy by rule by which all Parties to a residential unit purchase Contract within the District are to be given a right to rescind any such contract within three (3) days of execution and acknowledges receipt of a copy of such rule.

Developer further acknowledges receipt of a copy of a form relating to the foregoing rescission policy and agrees to provide, or to ensure that same is provided, to all Parties to residential purchase contracts executed by Developer, Developer's agents and/or employees, and those builders, subcontractors, sub-developers and the like who may be granted the right to sell properties within the District by contract with or deed from the Developer.

Developer further agrees that the right to sell properties within the District is a valuable one and that the aforementioned right of rescission is an effective marketing tool in relation to same and agrees to indemnify, release and hold the District harmless from any and all claims, disputes, or liabilities whatsoever when claimed or raised by anyone other than Developer and when the claim, dispute or liability is related in any way to an alleged failure to provide a Purchaser with the three (3) day right of rescission.

ACKNOWLEDGED & AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

DEVELOPER:

DISTRICT:

By: \_\_\_\_\_  
 James E. Lentz,  
 President  
 Three E Corporation, General Partner  
 Birchwood Acres Limited Partnership,  
 LLLP

By: \_\_\_\_\_  
 Gregory S. Butterfield,  
 Chairman  
 Board of Supervisors  
 Harmony CDD

**8E.**

**This item has been stricken in its entirety and part of it has  
been moved to Chapter 4, Section 7.**

**8F.**

**RULE OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT  
RELATIVE TO ITS MEMBERSHIP RATES, FEES AND CHARGES FOR  
RECREATIONAL FACILITIES**

**Harmony Community Development District Rules  
Chapter 3**

**Membership Rates, Fees, and Charges for Use of Recreational Facilities**

**1.01 Purpose and Effect**

The purpose of this Rule is to adopt certain rates, fees, and charges for the use of Harmony Community Development District's ("District") District recreational facilities; providing, and to provide for an effective date. The effect of this Rule is to broaden the responsibility for the ~~District~~District's recreational facilities.

**1.02 Necessity**

To adopt uniform and comprehensive rates, fees, and charges pertaining to use of the ~~District~~District's recreational facilities within the District.

**1.03 Schedule of Rates, Fees, and Charges**

The rates, fees, and charges to be paid for non-resident recreational use of the District's recreational facilities shall be an Annual Non-Resident Membership Fee of \$1,000.00 for a family of up to four members and \$250.00 for each additional person. The amount of this fee is intended to be equivalent to the non-ad valorem assessments being paid by District ~~residents~~property owners for similar use of the ~~District~~District's recreational facilities.

**1.04 Effective Date**

This Rule shall become effective upon adoption at a public hearing by the District's Board of Supervisors.

Specific Authority: 190.035, F.S., 190.011 (5) F.S., 120.54 F.S.

Law Implemented: 190.035, F.S., 190.011 (5) F.S.

History: New

Adopted by the Board of Supervisors on: January 29, 2004



**8G.**

**Harmony Community Development District Rules  
Chapter 4**

**Harmony Community Development District  
Parks and Recreation Facilities Rules<sup>1</sup>**

**1. DEFINITIONS**

**1.1 General Use**

Any use of the District Recreational Facilities as defined below in section 1.11.

**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.<sup>2</sup>

**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](mailto:admin@harmonyccd.org).

**1.7 District Manager**

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

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<sup>1</sup> The following revised rules were adopted on March 27, 2014, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes and pursuant to Chapter 1, Rule Sections 1.4 and 1.5 of the Rules of Procedure of the Harmony Community Development District.

<sup>2</sup> The terms “Special Event” and “Event” will be used interchangeably throughout these Rules to refer to such Special Events as defined in section-Section 1.2.

**Harmony Community Development District Rules  
Chapter 4**

**1.8 District Swimming Pool Facilities**

The swimming pool areas maintained by the District and shown on attached map as updated from time to time and as set forth on the District website at [www.harmonycdd.org/public-records/rules](http://www.harmonycdd.org/public-records/rules).

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

The Dock and Boat Recreational Facilities maintained by the District on the shores of Buck Lake and set forth on the attached map.

**1.10 District Park and Playground Facilities**

The Soccer, Basketball, and Volleyball Facilities located on the Park and Playground areas maintained by the District and set forth on the attached map.

**1.11 District Recreation Facilities**

The Parks and Recreational Facilities maintained by the District and shown on the attached map, including, but not limited to, the Facilities listed in [Paragraphs-Sections 1.8, 1.9, and 1.10](#).

**1.12 District Resident includes:**

1.12.1 A property owner who currently resides in his or her home within the boundary of the District;

1.12.2 A property owner who 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;

1.12.3 A renter occupying a residence inside the boundaries of the District; and

1.12.4 Children of District Residents.

1.13 **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.

1.14 **Guest** – shall mean any person or persons who are invited and accompanied for the day by a District Resident to participate in the use of the District Recreation Facilities.

1.15 **Non-Resident Owner** – shall mean a property owner who has elected not to occupy his or her home within the boundaries of the District, but who rents out his or her home to other occupants.

1.16 **Lease Agreement** – shall mean a written contract granting use or occupation of property during a specified period in exchange for a specified rent.

**Harmony Community Development District Rules  
Chapter 4**

**2. USE OF DISTRICT-MAINTAINED FACILITIES**

**2.1 Violation and Reporting**

Unauthorized use of District-maintained Facilities will result in a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations 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 Section 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 General Policies:**

2.3.1 Swimming is prohibited in all District-maintained ponds.

2.3.2 No watercraft of any kind is allowed in any of the ponds maintained by the District.

2.3.3 Parking in any non-designated parking area is prohibited.

2.3.4 It is recommended that anyone wishing to access the ponds either walk or ride bicycles.

2.3.5 Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of ~~Rules-Sections~~ 2.1 and 2.2.

2.3.6 There is a 20-foot, District-maintained buffer surrounding each pond. Public access to this 20-foot buffer is permitted only during the hours of ~~dawn to dusk~~ 30 minutes before sunrise to 30 minutes after sunset. Please be respectful of adjacent resident homes.

2.3.7 General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.

**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 Access ID Card by completing the Harmony CDD Access Card Registration Form attached hereto and available on the District website at [www.harmonycdd.org/public-records/rules](http://www.harmonycdd.org/public-records/rules), and must also follow the provisions of ~~Rules-Sections~~ 4 and 5 below.

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- 3.1.1 District Residents in Harmony shall be entitled to one (1) picture Access ID Card per District Resident at no charge so long as District Resident is authorized pursuant to these Rules to utilize the facilities.
- 3.1.2 Renters shall pay \$10 in advance for each picture Access ID Card and \$10.00 for each Access ID Card at each subsequent lease renewal period.
- 3.1.3 Replacement picture Access ID Cards are \$10.00 each.
- 3.1.4 Renters with a month-to-month lease after an initial lease term, may receive picture Access ID Cards valid for ninety (90) days for a \$10.00 fee paid in advance.
- 3.1.5 Proof of home-ownership or renter-status in Harmony must be provided in order to receive an Access ID Card.

**Proof of Ownership** includes, but is not limited to, the following:

- 3.1.5.1 Driver License or Identification Card; plus, at least one (1) of the items below.
- 3.1.5.2 Purchase closing statement showing name of homeowner and address within the boundaries of the District; or
- 3.1.5.3 Tax Notice with name of homeowner and proof of address within the boundaries of the District; or
- 3.1.5.4 Other suitable proof of ownership.

**Proof of Renter-status** includes, but is not limited to, the following:

- 3.1.5.5 Driver License or Florida Identification Card with name of renter and proof of address within the District; in combination with:
- 3.1.5.6 Copy of renter's Lease Agreement showing the name of the renter and proof of address within the District; plus, at least one (1) of the items below.
- 3.1.5.7 Current utility bill with name of renter and proof of address within the boundaries of the District; or
- 3.1.5.8 Current phone bill with name of renter and proof of address within the boundaries of the District; or
- 3.1.5.9 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-District Residents may obtain an Access ID Card for non-resident use of District Recreational Facilities upon payment of \$1,000 for a family of four (4), and \$250.00 for each additional person, pursuant to Chapter 3, Rule 1.03 of the Rules and Regulations of the Harmony Community Development District relative to its Membership Rates, Fees, and Charges for use of District Recreational Facilities.

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- 3.4 Guest Access ID Cards may be issued at the discretion of the District Manager on a temporary basis for visiting relatives of District Residents. Such guest Access ID Cards shall cost \$10, refundable upon return of the guest Access ID Card.

~~3.5 **Contracts for Execution Prior to Use of District Recreation Facilities**~~

~~All persons, prior to boat use, must acknowledge and agree to the Harmony Community Development District Boat Use Agreement (“Boat Use Agreement”) which is hereby incorporated by reference and attached hereto. All provisions of the Boat Use Agreement are incorporated herein and each person using the Buck Lake Dock and Boat Facilities is subject to such provisions and the District Rules.~~

**4. USE OF DISTRICT SWIMMING POOL FACILITIES**

- 4.1 The District Swimming 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 District Swimming Pool 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, as posted.
- 4.3 The District Swimming Pool Facilities are open to District Residents who have registered with the District by signing the contract referenced in ~~Rule-Section~~ 3.5 above and their accompanying guests.
- 4.4 Children aged fifteen (15) and under must be under adult supervision to use the District Swimming Pool Facilities.
- 4.5 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 Swimming Pool Facilities.
- 4.6 Access privileges may be suspended, and all family Access ID 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 may be deactivated for a minimum of one hundred eighty (180) days, and all others in the family may be deactivated for a minimum of ninety (90) days.
- 4.7 Any person utilizing a District Swimming Pool Facility when that Facility is closed is subject to deactivation of his or her Access ID Card (per ~~Rule-Section~~ 4.6), and/or a charge of Trespass (per ~~Rule-Section~~ 2.1).

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- 4.8 No alcoholic beverages are permitted in or around the District Swimming Pool Facilities.
- 4.9 Smoking is not permitted at any time.
- 4.10 No glass bottles are permitted within the District Swimming Pool Facilities.
- 4.11 No animals are allowed in the District Swimming Pool Facilities unless such animals are service animals as permitted by law.

**5. USE OF BUCK LAKE DOCK AND BOAT FACILITIES**

**5.1 Age Restrictions**

The Buck Lake Dock and Boat Facilities are open to children age twelve (12) and older with a valid Access ID Card. Children age eleven (11) and under must be supervised by an adult.

**5.2 User Responsibility**

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 maintained by the District.

**5.3 Incident Reporting**

The boat user agrees to report any unusual incidents or hazardous conditions to a District Dock Master as soon as possible and to refrain from use until further notification by a District Dock Master. The boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

**5.4 Final Authority**

District Dock Masters are the final authority on daily boat operations. Users must adhere to a Dock Master's judgment regarding lake access or whether or not the boat is adequately prepared for use.

**5.5 Denial of Use**

In the event a Dock Master has doubts as to a potential user's capacity to operate the boat, such 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/Damage Deposit~~ Responsibility for Damages**

Users are responsible for any and all damages to the boats while in their care and custody.

~~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.~~

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~~5.6.2 — All parties who do not provide credit card information as set forth in Rule 5.6.5 below, must pay a cash 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 security/damage deposit of \$250 at least five (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 security/damage deposit to the boat user if there is no damage to District property, or  
2) charge the boat user for any damage to the District property and apply the security/damage deposit to the charge.~~

~~5.6.4 — If the damage to the District property is less than the security/damage deposit, the excess amount from the deposit shall be returned to the boat user. If the damage to the District property exceeds the security/damage deposit, the boat user shall be invoiced for the excess property damages. All damage charges must be paid to the District no later than fifteen (15) days after invoice date.~~

~~5.6.5 — Prior to boat use, all parties who do not provide a cash 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 and with available credit, in lieu of a cash security/damage deposit, to assure recovery in the event of default, loss, damage, or other occurrence. In the event that the boat is damaged by the party using the boat, then the District reserves the right to utilize the credit card in order to cover the amount of the damage incurred.~~

**5.7 Boat Usage Orientation**

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

**5.8 Contracts for Execution Prior to Use of District Recreation Facilities**

All persons, prior to boat use, must acknowledge and agree to the Harmony Community Development District Boat Use Agreement ("Boat-Use Agreement") which is hereby incorporated by reference and attached hereto. All provisions of the Boat-Use Agreement are incorporated herein and each person using the Buck Lake Dock and Boat Facilities is subject to such provisions and the District Rules.

**5.89 Inspection Prior to Boat Use**

5.89.1 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. A copy of the inspection sheet is available on the District's website at [www.harmonycdd.org/public-records/rules](http://www.harmonycdd.org/public-records/rules).



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5.89.2 Upon inspection, if any boat user finds evidence of damage to any of the District boats, they must report the damage to a Dock Master, who must report the information to the District Manager.

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

**5.910 Inspection Upon Return of Boat**

A 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 District Board.

**5.4011 State and Federal Laws**

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

**5.412 Pets Prohibited**

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, provided the dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog, the dog is kept under control on a leash at ALL times, and the 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 General Policies:**

6.1.1 The Soccer, Volleyball, and Basketball Facilities (“SVB Facilities”) are generally available for open recreation during ~~daylight operating~~ hours, weather permitting. Space may be limited due to Event reservations or other District activities (see ~~Rule-Section 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-Sections 8.6 and 8.7~~ below.

6.1.2 Use of the SVB Facilities is permitted only during hours of operation, which are 30 minutes before sunrise to 30 minutes after sunset.

6.1.3 Any person using any SVB Facility outside hours of operation may be suspended indefinitely from using all of the SVB Facilities, per provisions of ~~Rule-Section 4.6~~.

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- 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.), per provisions of [Rule-Section 4.6](#).
- 6.1.5 No alcohol, tobacco, or glass containers are permitted on the premises of the Park Facilities shown in the attached map.
- 6.1.6 Golf or other activities that may cause damage to the SVB Facilities are prohibited.
- 6.1.7 All users must follow instructions given by District staff members. Violators are subject to ejection and suspension from the SVB Facilities, per provisions of [Rule Section 4.6](#).
- 6.1.8 Users must follow the procedure set forth in [Section Rule-7.1](#) below to reserve an SVB Facility for an Event, as that term is defined therein. Users wishing to reserve any of the SVB Facilities for an Event must pay the security deposit as set forth in [Section Rule-8.7](#) below.
- 6.1.9 Scaling, jumping, or climbing upon any SVB Facility equipment or structure is prohibited.

**6.2 Waiver of Liability, Indemnification**

Users of the SVB Facilities expressly undertake (as set forth in [Section Rule-8.8](#) below) to indemnify, and hold harmless, the District from any and all liability and/or injury, loss, or damages arising out of use of any SVB Facility, 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 SVB Facilities agree to be responsible for all damages to buildings, grounds, fields, and equipment incident to their use of the SVB Facilities. Users shall make no temporary or permanent modifications to any SVB Facility without the prior written consent of the District.

The District or its designee may inspect the subject premises as set forth in [Section Rule 8.2](#) below.

**6.4 Participants and Attendees**

A user organizing an Event on any SVB Facility 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 SVB Facilities. The Event Organizer is responsible for any and all damages to buildings, grounds, fields, and equipment caused by participants and attendees. If the Organizer's activity on any SVB Facility 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 Organizer's Event on the basis of race,

## Harmony Community Development District Rules Chapter 4

color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.

### 6.5 Abandoned Property

Any property left on any SVB Facility shall, after a period of ten (10) 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. USE OF DOG PARK FACILITIES

### 7.1 Access to the Dog Parks

Access to the Harmony dog parks is limited to Harmony property owners and residents, their guests, and annual pass holders.

### 7.2 User Responsibility

7.2.1 For the safety of all people and dogs, all dog park rules must be adhered to.

7.2.2 Violators may have their access to the dog parks restricted, be charged with trespassing, or both.

7.2.3 Users of the dog parks do so at their own risk.

7.2.4 Please remember common sense rules about approaching or otherwise interacting with a strange dog. Neither the Harmony CDD nor the Harmony community nor any affiliated boards, employees, or consultants shall be liable for injury or damage sustained while using the dog parks.

### 7.3 General Policies

7.3.1 The Harmony dog parks are off-leash areas for dogs, their handlers, and those accompanying them. No other use is permitted. No animals other than dogs are allowed in the dog parks.

7.3.2 Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be requested through the Special Event Application Process, as outlined in section 8 of these rules.

7.3.3 Handlers must pick up any waste left by their dogs. Doggie pot stations and waste receptacles are available in the dog parks and throughout the Harmony community for your use.

7.3.4 Dogs must be on a leash when entering and exiting the dog parks. Handlers must have possession of the dog leash at all times.

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- 7.3.5 Dogs must be under the control of their handler and in view of their handler at all times.
- 7.3.6 The maximum number of dogs per handler is two (2).
- 7.3.7 Dogs must be removed from the dog parks at the first sign of aggression. No spiked collars are permitted.
- 7.3.8 No female dogs in heat are allowed inside the dog parks or in close range to any dogs entering or exiting the dog parks.
- 7.3.9 Handlers are responsible for any injuries or property damage caused by the dog(s) under their control. Handlers must fill in all holes dug up by the dog(s) under their control.
- 7.3.10 No unvaccinated dogs are permitted in the dog parks.
- 7.3.11 Children younger than 12 years of age must be supervised by an adult in the dog parks.
- 7.3.12 No smoking is permitted in the dog parks.
- 7.3.13 No glass containers of any kind are permitted in the dog parks.
- 7.3.14 No food is permitted in the dog parks except for training treats.
- 7.3.15 Hanging objects of any kind from fences around or throughout the dog parks is prohibited.

**78. SPECIAL EVENT APPLICATION PROCESS**

**78.1 Recreation Facility Reservations**

Use of District Facilities is scheduled on a “**first come, first served** basis.” The Event Organizer must submit a Harmony Community Development District Parks and Recreation Facility Usage Application to the District Manager no later than **fifteen (15) calendar days** prior to the Event. A copy of this Application is attached hereto and available on the District website. If there is a conflict of dates, the Organizer will be notified by the District Manager after receiving and reviewing the Application.

**78.2 Event Approval or Denial**

After review of the application, the District Manager may approve or deny the application. The District Manager will inform the Event Organizer within **five (5) calendar days** after receipt of the application as to the approval or denial of the Event.

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

### Special Events:

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

### 78.3 Review of Application

In addition to the Special Event logistics, the District Manager's review of the application will take into consideration and assess all factors in the best interests of the District:

78.3.1 Time of the performance or function and the duration of the Special Event.

78.3.2 Any disruption of the normal use of District Recreation Facilities.

78.3.3 Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.

78.3.4 Whether the Special Event is consistent with Harmony's Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

### 78.4 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. Such information and documents may include, but are not limited to, the following:

#### 78.4.1 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 fifteen (15) calendar days after invoice date.**

#### 78.4.2 Fee Schedule

The Event Organizer may be required to pay a user fee pursuant to a fee schedule adopted by the Board and kept at the District Manager's office.

**78.4.3 Event Map/ Layout**

Layout of the Event site, including parking and traffic flow. Location of any tents, stands, or other temporary structures must be included.

**78.4.4 Event Agenda**

Show times, other function times, etc.

**78.4.5 Vendor/Supplier List**

Names, addresses, phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at the event.

**78.4.6 Logistical Schedule of Event**

Deliveries, setup, and cleanup.

**78.4.7 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 the 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.

**78.4.8 County Alcohol Permit**

Approval of a County Alcohol Permit Application must be secured. **Contact Information:** Contact the County Parks and Recreation Department at the address provided on the current application form.

**78.4.9 Other Approvals**

Street closure approval and any other applicable government-issued permits and approvals are the responsibility of the Event Organizer.

**89. USE OF DISTRICT RECREATION 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 maintained by the District. The Organizer agrees to report any emergencies, unusual incidents, or hazardous conditions to the District as soon as possible.

**89.1 Maintenance**

The District will perform ordinary maintenance for the subject premises; however, the Organizer will be responsible for preparing the premises for each Event and returning the premises to the condition in which they were found prior to the Event.

| **89.2 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, an Event as is reasonable given the timing 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 Event Organizer for the cost of the damage.

| **89.3 Signs**

The Organizer is permitted to place signs and/or banners at the District Recreation Facility no more than **two (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.

| **89.4 Event Times**

All Events are to occur during normal operating hours of the identified District Recreation Facility in which the Event is being held, unless the District Manager authorizes an Event outside of the normal operating times.

| **89.5 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, on which the Organizer may wish to reschedule an Event, other than the dates originally reserved.

| **89.6 Special Event Fees and Charges**

| **89.6.1** Pursuant to the authority in ~~Section-~~ 190.011 (10), Florida Statutes, and as may be provided by District resolution, the District may collect Special Event fees or charges necessary to conduct the District activities and services.

| **80.6.2 Damage/Cleanup Statement (Charged on an individual event basis)**

Any organization or individual who holds a Special Event on District property will be responsible for any area, park, or facility that is utilized during the Special Event. The Organizer must provide for cleanup 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. Such organization or individual

should contact Osceola County’s current waste removal contractor as found on the current applications.

**80.7 Damage Deposit**

For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security/damage deposit of \$250.00 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 security/damage deposit to the charge.

If the damage to the District property is less than the security/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 **fifteen (15) days** after invoice date.

**89.8- Indemnification and Hold Harmless**

**The EVENT ORGANIZER SHALL sign the Harmony Community Development Parks and Recreation Facility Usage 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 INDEMNIFY<sup>3</sup>, DEFEND, AND HOLD THE DISTRICT HARMLESS<sup>4</sup> for any and all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses, consultation services, and attorney’s fees, arising from any and all acts and/or omissions of the Organizer, or any of 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-~~ection 768.28(19), Florida Statutes.**

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

<sup>3</sup> As used in this policy, the phrase “indemnify” shall mean “to restore the victim of a loss, in whole or in party, by payment, repair, or replacement.” Blacks Law Dictionary 769 (6th ed. 1990).

<sup>4</sup> As used in this policy, the phrase “hold harmless” shall mean that the Organizer “assumes the liability inherent in a situation, thereby relieving the [District] of responsibility.” Id. at 731.



## | 89.9 Insurance Requirements

- | 89.9.1 In order to hold a Special Event, the requesting organization or individual must, **upon request of the District Manager**, furnish the District Manager with liability insurance, identifying the District as “**Additionally Insured**” for the date of the Special Event. **Additional insured to read:** Harmony Community Development District. This name and address must be on all Certificates of Insurance.
- | 89.9.2 Insurance shall be provided, at the discretion of the District Manager, for the Events scheduled to occur on District property. The District 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.
- | 89.9.3 The Event Organizer is responsible for obtaining and submitting all required insurance certificates to the District Manager 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.
- | 89.9.4 The District reserves the right to adjust insurance requirements on a per-Event basis.
- | 89.9.5 Any Event Organizer requesting a waiver or reduction in the required insurance must submit written notification of the request with the application/permit to the District Manager 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 the Event (Osceola County uses a minimum of \$1,000,000).

## | 89.10 Special Event Approval

### | 89.10.1 Approval/Denial Verification

The District Manager will provide written notification of the approval or denial of any special requests: e.g., insurance waiver or revisions, policy waivers, or any other special request submitted in writing by the Event Organizer.

**89.10.2 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 Manager or designee.

**89.11 Responsibility Statement**

An organization or individual planning and executing an Event within the boundaries of the District will abide by all applicable State, ~~County~~County, and District laws, rules, ordinances, and policies. The Organizer will also supply the District Manager 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.

**The District has taken all readily achievable measures to ensure that all District Facilities comply with the Americans with Disabilities Act (ADA).**

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, PERSONS IN NEED OF ANY SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES SHALL CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN ~~RULE~~ SECTION 1.6 ABOVE.