

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

APRIL 30, 2015

AGENDA PACKAGE

Harmony Community Development District

Agenda Page 2

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

April 22, 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, April 30, 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 March 26, 2015 Meeting and the Minutes of the April 8, 2015 Emergency Meeting**
4. **Ratification of Resolution 2015-05 Refinancing the Series 2004 Bonds, the Resolution Declaring the Project Complete, and all Other Actions Taken at the Emergency Meeting Held April 8, 2015 and Ratification of Resolution 2015-06 Accepting as Complete the Project Financed with Proceeds of the Series 2004 Capital Improvement Revenue Bonds**
5. **Discussion of Street Light Buy-Down**
6. **Subcontractor Reports**
 - A. Aquatic Weed Control
 - i. Bio-Tech Consulting Monthly Highlight Report
 - ii. Discussion of Alternative Pond Weed Treatments
 - B. Landscaping
 - i. Davey Tree Monthly Highlight Report
7. **Developer's Report**
8. **Staff Reports**
 - A. Engineer
 - B. Attorney
 - C. Field Manager
 - i. Dock and Maintenance Activities Report
 - ii. Buck Lake Boat Use Report
9. **District Manager's Report**
 - A. March 31, 2015 Financial Statements
 - B. Invoice Approval #180, Check Register and Debit Invoices
 - C. Website Statistics
 - D. Public Comments/Communication Log
 - E. Acceptance of the Fiscal Year 2014 Audit
 - F. Consent Agenda Policy
 - G. Report on Number of Registered Voters – 926
10. **Consideration of Aqua Cycles**
11. **Discussion of the Rules of Procedure**
 - A. Blue-Lined Rules
 - B. Clean Draft Rules
12. **Supervisor Requests**
13. **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

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www.harmonycdd.org

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

Third Order of Business

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, March 26, 2015, at 6:00 p.m. at 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
Tim Qualls	Attorney: Young, van Assenderp & Qualls, P.A.
Mike Williams (<i>by phone</i>)	Akerman Senterfitt
Jon Kessler (<i>by phone</i>)	FMSbonds
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

Ms. Rachel Garwood stated for the future, I think that you need to think about leaf cleanup. One landscaper blows the leaves one way and another landscaper blows them the other. It is a real mess in places. Most leaves are sitting in the gutters, which are going to go down the drain. I do not know whether or not that is going to hurt the drains. We will have problems if there is a major storm and the water does not drain.

Mr. Berube asked are there specific areas?

Ms. Garwood responded there are leaves all over on Cat Brier and Five Oaks.

Mr. Berube stated I noticed that over the past several weeks, Davey Tree has been out there several times with their crews, cleaning up the gutters along the parkways. They are remarkably clean. I took notice that the wind shifted the next day, and they all came back. I believe that the leaf cleanups were a courtesy.

Mr. Rinard stated they were. It is not specified in the scope. Mr. Jon Rukkila has had it on a two-week cycle, and we should see what the flushing of the trees does. I cannot speak for the neighborhood areas, but the roadways are going to see that diminish. We have seen a lot of leaves fall this year.

Ms. Garwood stated trees are getting bigger. You need someone to go around with a vacuum or blower.

Mr. Rinard stated our process is partly blowing to consolidate as well as physical removal. It is not just shifting and moving them to other areas.

Mr. Berube stated you are right. As the trees grow larger, there is clearly more volume of leaves and more development. Their contract is up for renewal this year, and perhaps we can add something in there to clean up the leaves. The disposing of leaves is time consuming, laborious, and troublesome. That is a good point.

Mr. Farnsworth asked can we hire or rent a street sweeper?

Mr. Berube responded when I lived up north, the city that I lived in tried to use vacuum trucks. It worked great. The only problem is after three blocks, the truck was full of leaves. At that point, they had to go to the dump and empty the truck. You had these big huge trucks that had virtually nothing in them but a volume of leaves since they are hard to pack. Maybe that is something we can discuss and come up with a plan.

Mr. Farnsworth stated it would certainly be faster but it might be too costly.

Mr. Rinard stated we do not have a lot of experience with vacuum trucks, but I do know the capacity compared to the size of the truck is smaller than you might think. With the dumps and frequencies in not having anything onsite, I assume that it would be rather costly.

Mr. Berube stated that is something to discuss in the future.

Ms. Kassel stated where I was from, they had a vacuum truck that vacuumed the leaves into a shredder. That would compact it.

Mr. Berube stated we will work on it.

Mr. Justin Kramer stated I spoke to Mr. van der Snel and a couple of Board members, and it seems like there is a lot of organizational concerns and life safety issues. For example, this weekend, I was walking down the street and a gentleman was grinding the sidewalks for trip hazard mitigation. He had no safety equipment on of any sort. I have concerns about the liability of residents and the safety of the gentleman grinding it. There

seem to be a lot of things happening that are not as concise. We have a lot of people who are working hard and doing a lot of amazing things, especially Mr. van der Snel. He has been responsive to any concerns that I had. I talked with him about mistletoe mitigation in some of the parks. There is a right and a wrong way to do these kinds of things. I just want to make sure that we are considering all of the options and how to do that in the best manner. As a layperson, when I look around, I see people doing dangerous jobs without using safety equipment. I see people doing the best fix that we can do for a certain amount of time without doing the proper research. I am concerned from a project management standpoint of how this work gets assigned, who is looking into these things, and how it goes. I know that people in the field are getting pulled in a thousand different directions, and sometimes it is hard to do all those things. Just from my standpoint and my piece of mind, I wanted to come to you and ask how this is being approached. I also have some concerns about the treatments for the lakes as far as the efficacy of treatments and doing due diligence to make sure that whatever we are doing, whether it is vacuuming leaves or grinding concrete, how we are insuring that we doing this in the best way and the safest way possible.

Mr. Berube stated in regard to safety concerns, there is no restriction for safety equipment for the guys who work here. We have dust masks and leather gloves. We insist they wear boots and goggles, but you cannot force people to do that all the time. All of the equipment is available to every single employee. There is no resistance. If you look around, you will see employees wearing rubber gloves when they pick up trash. Whatever the guys need in the field that they are willing to use, we have and we supply them.

Mr. Kramer stated I am not sure how the Occupational Safety and Health Administration would take this. Please do not take it as a threat.

Mr. LeMenager stated this is a comments section, not a question-and-answer session.

Mr. Berube stated I understand. I will say again that there is no resistance to buying safety equipment. Whatever an employee requests, if he wants to use it, we will get it. Mr. LeMenager is correct. This is a comment section. We have been discussing ponds over and over, and we have a professional maintaining the ponds several times a year. We have discussed this back and forth numerous times at meetings.

Ms. Valerie Ang stated I wanted to bright up the issue of the requirements for resident access cards. They are not stated clearly of what you require from residents. Is this going to be addressed at this meeting?

Mr. Berube responded we will handle it for you right now since you had an issue this week with it. We will present the issue to the Board.

Ms. Kassel asked why are we discussing it now instead of under the rules?

Mr. Walls stated I agree. We can hear what she has to say, though.

Ms. Kassel asked what is your suggestion?

Ms. Ang responded that you use a different system. Is the intent to confirm identity or residency?

Ms. Kassel stated both.

Ms. Ang asked do the rules need to be amended to clarify what we need to submit to prove either residency or identification? The government requirements from DMV are a lot different and less strict than what you require for us to get an access card to use the facilities, be it a renter or home owner. I just wanted to know how we can address it or change it so everyone gets fair treatment.

Ms. Kassel responded we will be discussing that with the rules.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the February 25, 2015, Workshop and the February 26, 2015, Meeting

Mr. Berube reviewed the minutes of the February 25, 2015, workshop and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated there was one place where a word was missing. I was not able to bookmark it on my tablet.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the February 25, 2015, workshop, as amended.

Mr. Berube reviewed the minutes of the February 26, 2015, regular meeting, and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 16, above the last paragraph should read, “It is not an ~~adder~~ add-on for them to keep it clear cut all the way to the water’s edge.”

Mr. Berube stated page 8, the motion regarding the Davey Tree contract should be “a 2% increase effective ~~immediately~~ upon renewal of the contract.”

Mr. LeMenager stated I thought that it was effective immediately.

Ms. Kassel stated me, too.

Mr. Berube stated it is upon the renewal of the contract.

Mr. Rinard stated the 2% is a scheduled increase in the second one-year renewal period, which would be effective October 1, 2015.

Mr. Berube stated page 38 should read “MasterCard purchase for ~~\$5,959~~ \$459.59.”

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the minutes of the February 26, 2015, meeting, as amended.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Weed Control

i. Bio-Tech Consulting Monthly Highlight Report

Ms. Kassel stated a representative from Bio-Tech is not here; however, there are some issues. Mr. Kramer brought to my attention the fact that we have alligatorweed in Long Pond and we may have it in other ponds. This is an invasive weed that can take over very quickly. Long Pond is one of the ponds that is only treated three times a year or once a quarter.

Mr. Berube stated once a quarter.

Ms. Kassel stated if it is only treated four times a year, that gives a long time for the alligatorweed to make a lot of headway. I am guessing that they are using the chemical imazapyr, which by nature does not distinguish between the plants it kills; thus, rare and endangered plants are particularly at risk from exposure to the herbicide. I do not know if there are rare or endangered plants in the ponds because they are new. It is like using Roundup. Mr. Kramer noted that there are two insects that are predators and eat this particular plant. Will you be able to secure them?

Mr. Kramer responded the Army Corps of Engineers has a harvest of the alligatorweed flea beetle. The beetle’s only food source is alligator weed. They do it around this time, within the next two to three weeks. When I discussed it with the Army Corps of Engineers, they told us to wait two to three weeks to see if it was already in this area. We can see it in the degradation of the plants. If not, we can contact the Army Corps of Engineers, and they will secure some for us and deliver them to us. Regarding

chemicals, the information about the health and safety of the chemicals is not large and we do not know much about them. One is imazapyr and the other is glyphosate, which is Roundup. Glyphosate is quasi-effective but is not a good long-term solution. It does not treat the plant to the core. Imazapyr does better but it does not kill the plant completely, so you will keep treating it, and it needs about a three- to four-week cycle of treatment in order to maintain the plant treatment. One problem with this chemical is that it can leach into the groundwater. It has a leach distance of four to five feet, which for us is our water table, so it will end up in our water supply. I am not here to argue one way or the other, but I just want you to be aware of it. When I spoke with the Army Corps of Engineers, they recommended against using chemicals and recommended using the beetle because it will eat only alligatorweed. You do not have to keep paying someone to treat the pond every time. It is an ongoing treatment source for long-term efficacy. Using chemicals will harm the beetle because it will kill off a swath. If they do not have a food source for the time being, they cannot maintain the pond. I know this Board is focused on money. This is a long-term solution that does not require constant retreatment. Torpedo grass is another issue, and there is a fish that eats the torpedo grass. There are some options that do not involve chemicals.

Ms. Kassel stated I will offer to meet with you, Mr. van der Snel, and Mr. Larry Medlin.

Mr. Kramer stated I cannot stress enough that you cannot mechanically remove alligatorweed because it will reproduce from breakage. That is one of the best ways of reproducing. It will only make the problem worse. Chemicals or beetles will help us fix the problem.

Mr. Berube stated I have been an advocate for a number of years to discontinue all chemical treatments of the ponds for any number of reasons. It has been my position that we do nothing with the ponds except on an as-needed basis. I think the ongoing monthly and/or quarterly treatments are doing nothing but spreading more and more chemicals into the water, which may or may not have positive effects. We are providing aesthetic control to a certain degree, but at a cost.

Mr. Kramer stated the only problem that I see is that the invasives in this area do not stop. There needs to be a treatment protocol, but there are a lot of environmentally friendly, non-chemical treatment protocols that you can use for these types of situations. I

support the concept, but treatment does need to happen in some form, preferably not chemicals.

Mr. Berube stated I was contemplating stopping chemical treatments.

Mr. Kramer stated I understand.

Mr. Berube stated I am not against using alternate treatments. Ms. Kassel volunteered to meet with you. Bio-Tech is a chemical company, and they are going to go with the chemical treatment that may or may not be the best way.

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 a number of things have been occurring. As you recall, last month we discussed the Cat Brier project and moving that forward. The transplants were completed in short order. We talked about moving the annuals forward due to the good weather we are having. That has occurred. There are new annuals in the beds. Some beds were reduced as far as the footprint relative to the additional annuals that were over and above what was contracted. It was our understanding that the west entryway annuals were going to be handled by the developer as things move forward. Within the last week, we created a bed at the Cat Brier and Five Oaks roundabout. We are removing a portion of the bed and will install the balance of the annuals that we are installing at the west entryway into a new bed at the roundabout.

Mr. LeMenager stated I understand that kids killed the grass in the small park in the Green neighborhood. There is also a flowerbed. When I drove by it a couple of days ago, it was full of weeds. Are they killing what is mulched, too?

Mr. Berube stated yes.

Mr. Rinard stated I will have Mr. Rukkila focus on that. We do see a lot of activity as far as kids trampling through the beds. The kids are just being kids.

Mr. LeMenager stated we really need to rethink how we have landscaped that area.

Mr. Rinard stated yes.

Mr. Berube stated as they do their landscape plan for directly across the street, I spoke to Mr. Glantz about picking up some of the landscaping costs for transformation and hopeful the Green park, as well. That is the holdup in doing something with the park in this vicinity.

Mr. LeMenager stated there is a large park close to that neighborhood.

Ms. Kassel stated there is also going to be a linear park.

Mr. Berube stated the entire park plan will come together. Delays in construction have kept pushing this back. As a reminder to the Board, several months ago, we had a couple of proposals for the Cat Brier landscaping. We all raised our eyebrows at it. That has since been rethought. Ms. Kassel took the lead on that, along with Mr. van der Snel and Mr. Rukkila, and put together a different proposal. I will let her discuss the latest revision.

Ms. Kassel stated you received a proposal earlier today, which Mr. Rukkila and I discussed. The Board members received a revised proposal by email, but there will be some changes. We are probably going to reduce the number of mimosa, which is the largest single item on the proposal. We will reduce the number by spacing them out. I have some ferns at my house, and I will provide them to the CDD for free and to transplant them in the palm tree beds on Cat Brier. There will be a cost reduction in the mimosa and a cost increase in labor to remove and replant those ferns. We have not figured that out yet, but we are currently at \$5,200.

Mr. Rinard stated we were originally targeting \$6,000 from a budget standpoint. I have not calculated it, but if we stretch the mimosa from 10 inches on center to 12 or 14 inches, I think we can save at least \$500. To include the labor to take cuttings and transplant will cost \$5,000 to \$5,500. Then we can finalize the details with Ms. Kassel.

Mr. Berube stated the \$5,500 will come out of Landscaping-Miscellaneous Services, which currently has \$8,000 budgeted and would leave about \$2,500.

<p>On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the proposal provided to install mimosa and ferns from Ms. Kassel's residence in the palm tree beds at the roundabout on Cat Brier, in an amount not to exceed \$5,500, as discussed.</p>

Mr. Berube stated Mr. Qualls had a concern about the way that we decided to extend Davey Tree's contract.

Mr. Qualls stated as I understood the motion at the last meeting, the 2% increase was to be effective immediately, and there would be no increase for up to three years. The request for proposals (RFP) for landscape services was a two-year term with two, one-

year extension options. The second one-year option would expire on September 30, 2016. I just wanted the Board to be aware that the current contract will expire on September 30, 2016, even if you exercise that second one-year option. You have to be very careful when you advertise for a specific term. Our advice to you would be to not extend that term beyond what you advertised, or you are going to open yourself up for a potential bid protest. The theory would be from other vendors that if they would have known this could have been more than a four-year deal, they could have adjusted their prices, and you could be opening yourself up to a bid protest. Our advice would be that you readvertise this and go through the RFP process. You have plenty of time to do it. I just wanted everyone to be aware that by approving that motion, your negotiation for making the 2% effective immediately is a moot point.

Ms. Kassel asked if we did not change anything and we came to the end of the contract and we wanted to renew our contract with them, would we still have to go through an RFP?

Mr. Qualls responded yes, because you advertised it as a two-year term with two, one-year extensions. There is case law that says if you do an initial two-year term, you can renew it, but you cannot renew it beyond the existing term. You are maxed out at four years any way that you look at it, even if you exercise that last-year option. Our advice to you would be if you extended it beyond what you advertised, you would be opening yourself up to a potential bid protest.

Mr. Berube stated I appreciate the advice, but I am tired of all the what-ifs and threats of lawsuits.

Mr. Qualls stated I am not threatening.

Mr. Berube stated I know, but that is the implication. The what-if is that some other landscape contractor may decide to spend some legal money in an attempt to sue us over this good deal that we negotiated.

Mr. Moyer stated you also need to keep in mind that there is a compliance section of the audit that says we are in compliance with rules, ordinances, contracts, and things of that nature. That will end up being an audit letter comment that we would have to respond to and tell them what we are going to do to cure that problem.

Mr. Qualls stated any potential savings that you would have by just extending this beyond how it was advertised would be quickly eviscerated if you needed to defend against a bid protest. I am not saying that you would get sued. I do not know that.

Mr. Berube stated the other issue is compliance for the audit.

Mr. Qualls stated my point is that I know you will not receive a bid protest if you readvertise.

Mr. Berube stated we have some time to play with this. We have about 18 months, but we will get on this early.

Ms. Kassel stated Mr. Qualls is suggesting that we redo our motion to reflect that we are not going over the original expiration date of the contract.

Mr. Qualls stated I think that would be wise so you have a clean record. Pursuant to Robert's Rules of Order, since there was a unanimous vote, any one of you could move to reconsider that motion. That is a technicality. I think that the Board cleared that up earlier in the minutes.

Mr. Walls stated we do not want to leave Davey Tree hanging, but perhaps in the next couple of months, we can work something out and figure out what we are going to do.

Mr. Berube stated maybe there is case law out there where somebody already did this and we can get around it.

Mr. Qualls stated we will look through the case law because I understand the economics of it. There was discussion of the license agreement that the District has with the developer and the sublicense agreement that you would enter into with Davey Tree. There was a question from Davey Tree about named insured versus additional insured. We did the research and we do not see a distinction. I brought a revised contract that would name the District as an additional insured. If that meets with your approval, I can have the Chairman execute it. I am not trying to rush you.

Mr. Berube stated we are sorry to have led you down that path, Mr. Rinard, but we will work it out.

Mr. Rinard stated one of the primary concerns coming into last month's meeting was to try to defray costs relative to the fencing. That is still achieved under the current scenario. The offer is still out there. If it can work out, terrific; if not, you know we want to keep serving the District.

Mr. Berube stated I think that District counsel could figure out a way around it, but the audit is going to be a problem. We need to meet the audit requirements. We will figure out what needs to be done, and we will not wait until the last minute.

Mr. Walls stated as a formality, we could make a motion to reconsider the contract renewal.

Mr. LeMenager stated we are going to push that forward a few months so we can think about it.

Ms. Kassel stated I would like to table this matter for a month or two so we can negotiate it.

Mr. Walls stated that is fine.

Mr. Qualls stated I think it will be captured in the minutes, pursuant to your earlier discussion, that the 2% is not effective immediately. It will be effective pursuant to the terms of the contract.

Mr. Berube stated exactly right.

Mr. Qualls stated I think we are good.

Mr. Moyer stated within the next two months, the proper motion would be to exercise the one-year renewal option that is part of the contract.

Mr. Berube stated yes.

Mr. Qualls stated good point.

Mr. Berube stated whatever research you do on the legal side, keep in mind the requirements to meet the audit. Hopefully, we can resolve this matter.

Mr. LeMenager stated I would like to discuss tree trimming over 10 feet. The trees are getting big, and many of them are starting to touch houses, especially on the boulevards.

Mr. Berube stated they were trimming today along Cat Brier. A resident was concerned about a tree encroaching a house, and I asked Mr. Rukkila to handle it. Suddenly, there was a crew of guys out there.

Mr. LeMenager stated that is great.

FIFTH ORDER OF BUSINESS

Developer's Report

Mr. Glantz stated at the last Board meeting, we discussed that we are under contract for private home builders for approximately 397 lots in parcels I, J, K, and L. The contract is now binding, and we will be closing on lots as soon as they are developed.

The first development parcel going in there is parcel I. It will be age restricted for 55 and better. It will have its own community clubhouse. As we discussed at previous meetings, we will make arrangements to keep access to the lake. We will address that with the CDD at a future date. I know that is a concern of this Board. The purchase agreement is for parcels I, J, K, and L.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

There being nothing to report, the next item followed.

B. Attorney

There being nothing to report, the next item followed.

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. Berube stated since Mr. van der Snel came on board, we have had a *de facto* spending limit for him of \$500. I think this was because his debit card is limited to \$500 per day, and he stuck with that. Before he spends over \$500, he contacts Mr. Moyer or me and asks for permission, and that is fine. But there are a lot of things where we spend over \$500, and I am looking for clarity from the Board on raising his spending limit.

Mr. Farnsworth asked how far back did the \$500 spending limit originate?

Mr. Berube responded when Mr. van der Snel came on board, his debit card had a \$500 limit per day. Prior management had a \$5,000 limit.

Mr. Farnsworth asked where did it come from and when was it instituted?

Mr. Berube stated we never addressed this, and Mr. van der Snel believed that he could not spend more than \$500 without asking for permission. I am asking for the Board to consider a higher number. I am comfortable at \$5,000, but I do not think he needs that much. I would like for it to be at least \$2,000. It would save a lot of back and forth sometimes when Mr. van der Snel is trying to make a decision and looking for approval. I do not think that \$2,000 seems unreasonable.

Mr. Farnsworth asked how was this limit imposed?

Mr. Berube responded it was not imposed. He does not spend \$500 without asking for permission. I am looking for consensus from the Board on giving him a higher spending

limit. Keep in mind that the prior manager could spend \$5,000 without asking for permission.

Mr. Farnsworth stated I am confused about how it changed from \$5,000 to \$500.

Mr. Berube stated we never assigned Mr. van der Snel any number.

Mr. Farnsworth asked who came up with \$500?

Mr. Berube responded no one did. That is the whole point. His debit card has a \$500 per day limit, which is attached to a checking account.

Mr. Farnsworth asked is it his personal checking account?

Mr. Berube responded no. We put a limit on the debit card so if that card disappears, we can only get hit for \$500.

Mr. Farnsworth stated I understand.

Mr. Berube stated that has become his *de facto* spending limit. What I am saying is that I would like for him to have the spending authority to spend \$2,500 before he has to come to Mr. Moyer or me.

Mr. LeMenager asked how does he do it if he can only spend \$500 per day?

Mr. Berube responded this is for open accounts like Spies Pools for a pool motor or Westco for the fountain. We just spent \$2,495 on the fountain. Things like that always come to Mr. Moyer or me for approval. It is just a matter of streamlining and giving him the authority on the spot.

Mr. Farnsworth asked is there a reason you are using a debit card rather than a credit card?

Mr. Berube responded yes, because we cannot get a credit card without a personal guarantee. Someone has to sign for a personal guarantee for a credit card. I have been down this road. That is why we use a debit card.

Mr. Walls stated I am comfortable authorizing a \$2,500 limit. That sounds reasonable. If he is spending more than \$2,500, it is something that we should all be involved in.

Mr. Berube stated that is exactly right. That is a good number and will cover 90% of what he does.

Ms. Kassel stated I can agree with that.

Mr. LeMenager stated I agree.

Mr. Qualls stated I think it is wise what you are doing, and a motion would be in order.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to increase the field manager's daily spending limit not to exceed \$2,500, as discussed.

Ms. Kassel stated the highlight report indicated nothing for the Facebook report, but I know some things were mentioned on Facebook. There used to be a public comment log, and it has now turned into the Facebook report. I have called you on a few things, but they are not showing up on the report. I just want to make sure that we have documented issues that people are talking about so we can make sure that they are resolved because there are still some outstanding items that you and I have discussed. We also need to see if there are any patterns over time.

Mr. van der Snel stated I generated this report on March 13. At that time, I could not recall any Facebook reports. I do have them now, and at the next meeting, you will see a log of what has happened.

Ms. Kassel stated maybe that is the way that I need to contact you. I have texted you on a number of items and sent you messages on Facebook a couple of times.

Mr. van der Snel stated I go to my messenger and go through all of my messages from the residents. From that I make a report.

Ms. Kassel stated there are also the ones on Harmony Families and an open forum. Maybe there needs to be a different way so you do not have to access six different sites. I am just saying that it would be helpful to the Board to have some kind of report showing what the residents are reporting every month.

Mr. Berube stated I believe that last month's Facebook report had a dozen or more items. I think it is just a matter of timing this month.

Mr. van der Snel stated there was also a short period of time between the last meeting and this meeting where nothing happened, which was good. After I filed this report, a lot of things happened, so the next report will be more detailed.

Ms. Kassel stated there are still some things that are hanging from last month that are not showing on the log. The old report that came from Ms. Rosemary Tschinkel showed the last several months.

Mr. Berube stated what you want are things that are open as well as completed. What Mr. van der Snel is saying is that when he is done, he puts the completed items on the log, while you want the open items that are still in process.

Ms. Kassel stated that is correct.

Mr. van der Snel stated no problem.

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 have been talking about redoing the boathouse for 18 months, and that is moving forward. The first process is getting a new roof. The roof on the boathouse lost some shingles some years ago, and you can see the sky in three areas through the roof decking. At least three panels need to be replaced. We received four different bids. Two are from residents, and two from non-residents. The first non-resident quote was for about \$5,000. The second resident quoted about \$4,300. A non-resident quote was about \$2,950, but it did not comply with what we wanted. We received the last bid yesterday from Mr. Justin Farrell, who is a resident. He gave us two very good prices. One was to pour footers and set up the shade structure at the pool, which is currently taking place. We were looking for someone to do that. The second one is for the boathouse roof, which was \$3,497.50 to remove the existing shingles and damaged plywood, dry it in with 30-pound fill, and install 30-year architectural shingles. He is not the cheapest, but he met the specifications that we put out, and he is a resident. He is the cheapest beyond the non-resident quotes. This is not an emergency, but it is kind of is because every time it rains, we are losing more and more wood on that roof. If we want a metal roof, which I do not think we want to do, we would have to add \$900 and \$750 which includes painting the underside of the roof that we are not contemplating doing. I am looking for approval from the Board to repair the boathouse roof deck. We will choose a color that matches the scenery, which is the lake.

<p>On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to authorize replacement of the boathouse roof by whatever contractor is best, in an amount not to exceed \$3,500, as discussed.</p>

Mr. Berube stated we will get Mr. Qualls and Mr. Farrell together to discuss the contract and proceed.

Mr. Walls asked do we have \$15,000 in capital outlay? Is that the line item we are going to use for this?

Mr. Berube responded yes.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. February 28, 2015, 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 through February 28, which is five months of our fiscal year, we have collected 71% of our non-ad valorem assessments, which is where we were a year ago. We are on target. Under operation and maintenance expenses, our prorated year-to-date budget is \$754,000. We spent \$666,000 of that, meaning that we are under budget at this point by \$88,000.

Mr. Berube stated that is always nice to hear.

B. Invoice Approval #179, Check Register, and Debit Invoices

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

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to invoice approval #179, check register and debit invoices, as presented.

Mr. Berube stated last month we agreed to dispose of the sailboat. The last time that we had a boat disposal, it was handled through Mr. Moyer's office. To my knowledge, there has been no contact from anyone from your office regarding the disposal of the sailboat.

Mr. Moyer asked do you mean advertising?

Mr. Berube responded yes. If Ms. Brenda Burgess needs information, she knows to contact Mr. van der Snel for the model and serial number and whatever she needs. It is just sitting there gathering moss. It is probably not going to bring in any money, but it is not doing any good sitting there.

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. Discussion of Consent Agenda Policy

Mr. Moyer stated I thought that we had circulated that to the Board. Perhaps we just sent it to Mr. Berube. I do not think the rest of the Board received it. If you do not mind, let us table this matter, and we will bring it up at the next meeting. We came up with a three- or four-page policy. Ms. Kassel forwarded some information, as well, that we will look at. If we overlooked something, we will incorporate what you sent to us.

Mr. Berube stated we will see what areas we can streamline.

F. Street Lighting Leases

Mr. LeMenager asked did Mr. Moyer perform an analysis of the paydown of the street light leases?

Mr. Moyer responded I did an analysis of the fund balance, as requested by the Board.

Mr. Berube stated it is not in the agenda.

Mr. Moyer stated based on the audit for our fiscal year, we had a fund balance as of September 30, 2014, of \$856,923; \$164,000 of that amount was a prepaid expense, which was the street light buy down that we did. We did not do this during the fiscal year, so they carried it over as a prepaid. When you do that, what you actually have available is \$692,000. I recommend that we assign \$250,000 to the operating reserve, \$99,000 to renewal and replacement, \$50,000 to the self-insurance fund, and \$60,000 to sidewalk replacement. That leaves you with a balance of \$233,297. With the \$108,000 that we have in this fiscal year's budget for street light buyout, in total you are looking at \$341,000 that would be available. The phase 1-R-N payoff is \$469,788, which leaves a shortfall of \$127,000. We need to wait until next year or focus on reducing some of these other reserves.

Mr. Berube stated in reality, we are starting the budget season \$180,000 ahead because of the refinancing last year of the 2001 bonds.

Mr. Moyer stated that is the \$108,000 that I am carrying over.

Mr. Berube stated I am talking about the 2016 budget. On October 1, we will start with the new budget and have \$180,000 from that last refinancing savings that will then cover this \$127,000. If we wait six months, we will have the money.

Mr. LeMenager stated the other thing that I would point out is, our operating reserve of \$250,000 is not something that we need. It is something that we stick in there because we know one day that the developer will be gone and we will actually need that money. It is not actually money that we will need for many, many years.

Mr. Berube stated I do not disagree, but if we do not follow this table the way that it is presented, in six months, we will be entering into a new fiscal year. We will have that money that we can assign to this. Leave all of this work alone, and we will be done. We have to wait for OUC to give us this real buyout number. It will probably be less than that.

Mr. LeMenager stated it will be now.

Mr. Berube stated that is exactly right. As we pay forward into October, it is going to drop even more.

Mr. LeMenager stated we are also paying them \$7,000 a month on that contract.

Mr. Berube stated yes, but you are paying it down.

Mr. Walls stated if we can get the \$100,000 or \$200,000 out of that bond issuance, we have the money right now to combine with that.

Mr. LeMenager stated I understand. We keep pushing this off and paying 10.5% of the public's money to do this. We have the cash to pay off that \$460,000 without breaking the bank.

Mr. Walls asked why would we do it now and take it out of operating funds instead of waiting for that bond money to come in if we can structure it that way?

Mr. Berube responded because we do not make any operating money, but we save money by paying.

Mr. Walls stated no. What I am saying is, if we use all of our operating money right now, that operating money is gone. If we can wait until May 1 and if we can structure this so when that bond is issued on May 1 and they give us \$100,000 or \$200,000 from that money to pay for street lights from the bond, we save \$100,000 or \$200,000 on the operating side.

Mr. Berube stated if we can, but I think that Mr. LeMenager is right. Phase 1 contained all of those street lights.

Mr. Walls stated right, I am saying that we should combine our operating money with the bond money, so whatever piece of that phase 1 is the east side, we get that amount from the bond. Whatever is not on the east side can be paid from operating.

Mr. LeMenager asked do you want to wait one month?

Ms. Kassel stated two months.

Mr. LeMenager stated he said one month. We are going to know on the bond in a month.

Mr. Walls stated yes.

Mr. LeMenager stated I agree, but I will continue to push.

Mr. Walls stated I am not disagreeing that we should not make something happen. I am just saying that we should not use our operating money if we do not have to.

Mr. Berube stated you can make a motion tonight and see how it goes, or you can wait a month and make a motion next month when we will be better informed.

Mr. LeMenager stated we have a month. Make sure that is on the agenda.

Mr. Berube stated please make sure this item is on the agenda near the top.

Mr. Walls stated we need staff working hard to figure out the numbers from OUC.

Mr. LeMenager asked when did Mr. Brock Nicholas do these calculations?

Mr. Berube responded in January 2014.

Mr. LeMenager stated it was right before he left that we started talking about it.

Mr. Berube stated those were the numbers that I used. There were a few mistakes.

Mr. LeMenager stated in 15 months, the amount has decreased. It is probably \$450,000 by now.

G. Discussion of 2004 Bond Refinancing

Mr. Glantz stated obviously all home purchasers we work with are sensitive to the cost of the CDD par value as well as the debt. I will let Mr. Kessler discuss that in more detail. We have a unique opportunity to refinance the debt. Currently, the only property owner for the 2004 bond is Birchwood. We owned all of the property in parcels I, J, K, L, O, Town Center, the golf course, and so forth. We are the only ones who will be affected by the refinancing. There is an opportunity to refinance at a lower rate now that the lockout period has passed.

Mr. Kessler stated as all of you know, we refinanced the Series 2001 bonds last year. Typically when we do these types of refinancing of District bonds, we are refinancing projects that have substantially changed the credits from the original go around, usually substantial rooftops, if not all rooftops. This is a bit unique in that there are no rooftops, and the property is solely owned by the developer. That being said, the rest of the community has rooftops. There is land that is under contract to a home builder. That is all positive news, credit-wise, but generally speaking, the underlying land is still land and there are no rooftops. Interest rates are fairly low today, credit spreads have gone down, and bond investors are willing to take a little more risk, whereas six to eight months ago, I am not certain this was feasible. I was speaking with Mr. Glantz and he asked me about refinancing. I told him that is probably something that we can get done at this juncture. The executive summary is similar to what I put together last time. The District issued \$15.5 million in bonds. After the May 1 payment, there will be \$13.5 million in bonds outstanding. The current coupon on the bonds is 6.75%. The bonds are callable and can be refinanced on May 1, 2015, at a premium of 101%. There is no premium on May 1, 2016. By waiting, you do not know if the market is going to be there. A 1% premium over 20 years is financed, so it is not very significant. Due to the fact that not all homes would be rateable or even qualify for bond insurance, we can probably get these bonds done at a maximum of 5% or slightly less, because we would look to structure some shorter-term bonds. Oftentimes when we refinance these bonds with banks, there is no chance that a bank would refinance this today. Page 2 does day bank owned, but that is a carryover from something else, but it is the proposed bond. The proposed par of the new bonds would actually be equal to or less than the existing par. We are not increasing par or extending the maturity. The maturity date would stay the same, and the debt service would amortize on a level basis and would not increase or fluctuate. It changes by \$5,000 denominations every year, but that is not significant. The average coupon is around 5% and probably will be less. No rating is required. Investors would look at 10 years of call protection. Typically the current bonds have a reserve fund equal to one year's worth of debt service, which is \$1.2 million. What makes this transaction work is that we would be looking to do this deal with a reserve fund substantially less than one year's worth of debt service. We have investors who will do it. There are not a lot of investors who will. We have done similar non-rated refinancing transactions recently, and we think that we can

get this one done also, given the Starwood sponsorship and the fact that there is this landowner contract to Ryland Homes. There are issuance costs. We will have to get proposals from all of the professionals. I assume that they are the exact same costs as last time. Those will be financed in the transaction. There are no out-of-pocket costs or cash from the District. Frankly, the money that is being paid is from the reserve fund that we are shrinking. That is money that is there that is a rainy-day fund that can be used in the very last year, but until such time, it just sits there and earns no interest. The timing is something that the landowner and the Board would like to do. I think this will move very quickly because it needs to if we are going to capitalize on the market environment. We think we can get this closed within a month, if that is something that you want to do.

Mr. Berube stated the premium is 1%. That means to do this now, we are going to pay \$135,000+ to pull this off right now just for the premium.

Mr. Kessler stated yes. That is assumed in the transaction. Mainly that premium is going to get paid from the existing reserve fund that is on hand.

Mr. Berube stated I understand. I realize the entire transaction cost came from reserves, but it is real money at some point. The entire transaction costs last time were about \$628,000, which gets paid back over time. I understand that, but it is still real money being paid now. Is it safe to assume that because these two bond issues are so close in value that the upfront cost is going to be about the same amount of money?

Mr. Kessler responded I would say that it is probably going to be about the same or probably less. I would think that it would be less than that. We can get you a detailed list.

Mr. Berube stated no, I am just speaking in generalities at this point.

Mr. Kessler stated I would estimate in the range of about \$500,000 for fixed fees, underwriter fees, selling commissions, and so forth. In all of the savings that I show you, it is net of those costs.

Mr. Berube stated Starwood is paying all of these fees right now. The District is going to put its name and good credit rating on these bonds. At this point, Starwood is the only beneficiary of this savings because they are paying all of the debt service right now. Is that a fair presumption?

Mr. Kessler responded part of your assumption is correct. Starwood is the primary obligor on the bonds right now; however, having lower assessments, especially in a community where you are going to have active adults, is going to help. I am not an expert

on that, but I think these assessments are quite high. We are hoping to get more in the 15% range. Worst case, I think we can do 12%. Those are significant savings.

Mr. Berube stated I am not arguing the value of the refinancing. The last time around, this all came back at us very quickly, and I do not think that we understood everything and what it all meant. This is our second go around. I was also dismayed last time with the professionals who increased their fees. Several professionals came back and raised their initial cost estimates once or twice. I would like to know what all of the professionals are going to charge at this point. I realize that we are not at that point yet, but I am just stating a fact.

Mr. Kessler stated that is somewhat surprising. I did not know that anyone came back with increased costs.

Mr. Berube stated yes.

Mr. Kessler stated when we size the bonds or even before we get all of the cost estimates from the professionals, we actually put that into the bond issue.

Mr. Berube stated I understand.

Mr. Williams stated when you look at the snapshot today, Starwood is the beneficiary, but we are going to be selling homes to people who will ultimately be the beneficiary. The Board is in some ways representing future home owners and not Starwood's interests. Mr. Kessler, can you clarify that when you are spending the money, is the reserve to the benefit of the Board or to the benefit of individual home owners in 20 years in the last year?

Mr. Kessler responded the beneficiary is to the individual home owner in the last year.

Mr. Williams stated it is not going to cost the District anything. It is actually costing future home owners this money, and they will be privy to this information before they purchase those homes.

Mr. Berube stated that is fine.

Mr. Walls asked is there any play in the issuance amount and the term? I am asking this because the land that is attached to this issuance has street lights on it. On the operating side, we have a 10.5% capital lease to pay for these street lights. Is there any play in the issuance amount and the term where we could possibly finance those costs into this bond?

Mr. Berube responded to give you specific numbers, we have a \$3 million long-term obligation on street light leases. They are at 10.5% and will run for another 13 years on the longest one. At current rates, if we had \$2 million, we could pay off that \$3 million obligation right now. That would put \$300,000 a year back into the budget because that is what it would have cost us to finance those leases every year.

Mr. Kessler asked how many of those street lights are in the section that is encumbered by the 2004 bonds?

Mr. Berube responded not very many.

Mr. Walls stated we have to determine what that amount is.

Mr. Kessler stated if the answer was zero, what you are trying to do is put more debt on the land that is not going to get any benefit from those leases.

Mr. Walls stated I do not think that the answer is zero.

Mr. Williams stated I am not sure that you can float a bond if there is no benefit to the people paying back the bond.

Mr. Walls stated I am talking about just the street lights that would be in the 2004 area.

Ms. Kassel asked what if this refinancing could finance the cost of the street lights that will be going into those neighborhoods?

Mr. Walls responded I am not in favor of paying for any new street lights. I am talking about the ones that are already there that we are paying 10.5% interest on.

Mr. LeMenager stated it is only going to be the street lights on Five Oaks.

Mr. Walls stated yes, and that is what I am talking about.

Mr. LeMenager stated that are east of the clubhouse.

Mr. Walls stated it may be a few hundred thousand dollars. We have to figure out how many there are and what the costs are.

Mr. Berube stated the answer is that the only addition that can be put on this bond issue might be street lights that are encompassed in this area of the 2004 project.

Mr. Moyer stated correct.

Mr. Kessler stated District counsel should opine on that, but these are assessment bonds. The area that we are financing has to have a benefit.

Mr. Walls stated that would be my intent, so it is just the street lights that are attached to this area because there are some.

Mr. Kessler stated yes. Do you want me to run through the savings summary?

Mr. Berube responded we can see it.

Mr. Walls asked is there play in that issuance amount?

Mr. Kessler responded with the magnitude of the dollar amount that you are talking about, there are a couple things. If you are going to increase the par amount of bonds over what they are today, we have to go through the assessment process again. That is one thing. Right now, there is room between the current par and the proposed par. I am showing \$400,000 or \$500,000.

Mr. Walls stated I think we can fit in that what I am talking about.

Mr. Kessler asked is it an upfront payment or it would be over time?

Mr. Walls responded we would pay it all off.

Mr. Berube stated if we were to get all of the money, we would pay it off immediately, which would put \$300,000 a year back into the budget.

Mr. Kessler stated \$300,000 is for the overall project.

Mr. Walls stated this would be a much smaller amount. We would save the difference between the 10.5% interest and what we are paying on the bond.

Mr. Berube stated only the street lights in the project. It would not be \$300,000.

Mr. LeMenager stated the other issue is if it is possible to break them out.

Mr. Berube stated yes. We have 11 contract and we can break them out.

Mr. LeMenager stated I appreciate that, but we are still talking about the contract for the street lights on the main boulevard. That contract may have Five Oaks all the way.

Mr. Berube stated it is a small piece. It is probably not worth going through the hassle. It is not a huge number of street lights. I went down there the other day, and there are about 22 street lights, which is minimal. I read all of the information and it is bewildering at times. What is the feeling of the Board? What do you want to do?

Mr. LeMenager responded I am all for it.

Mr. Berube stated I wish we would have had more time to analyze it, but it is what it is.

Mr. Walls asked if we approve this, does it prevent us from issuing any other debt going forward until this is paid off? I ask that because if we have this 10.5% interest that is outstanding on these OUC debts, if we wanted to find some other options, such as a bank loan to pay that off, would this prevent us from being able to do that?

Mr. Kessler asked what secures those payments?

Mr. Berube responded the full faith and credit of the District.

Mr. Walls stated the operating assessments.

Mr. Kessler stated we have not gotten that far. We can try to tweak it, but this is akin to a new issue because it is secured by land. Generally what happens is that investors do not want any parity debt with these bonds until the project is substantially built out, which is in the 75% rooftop range to issue parity bonds secured by debt assessment. That being said, I do not think that there would be any prohibition on those types of leases that they are describing, which are secured by maintenance assessments.

Mr. Williams stated that is correct. These are capital leases and you just make a decision to include in this business deal to pay those off. I agree with Mr. Kessler. There is nothing that I am aware of in any of your documents that places a limit on your operation and maintenance assessments. If you decide to take that out and do a capital lease, then as it affects this project, putting additional capital assessments on this portion of your development will be limited to how many lots have been sold. When the balance of the development has been built out, that will provide more flexibility.

Mr. Walls stated the terms in this agreement only apply to issuing debt on that section of the District, not other sections of the District.

Mr. Williams stated the limitation would be on this portion of the District.

Mr. Kessler stated absolutely. If that is something that is important to the Board, we will go out and market with no additional bond test and see what we get back. Then it is somewhat of a negotiation, and we may be able to end up with some limitation. Maybe there is a dollar limitation. What do you think the magnitude is of the amount that you think that you can theoretically want to have on this area? Has anyone thought through that?

Mr. Berube asked on just this area or on the entire street light package?

Mr. Kessler responded you can tell me over and we can figure it out on this area.

Mr. Berube stated the overall package of all the contracts is about a \$2 million payoff right now.

Mr. Kessler asked is 80% to 90% of it on the first area?

Mr. Berube responded the first area is probably 90%. The 2004 project has minimal street lights. If it is 10%, that would be a high number.

Mr. Kessler stated there is nothing in this bond issue that prohibits you from doing any bonds on the first area or any parity debt or any operation and maintenance debt.

Mr. Berube stated okay.

Mr. Kessler stated there is nothing in this bond issue that is going to bind you.

Mr. Walls asked if it is \$100,000 or \$200,000, why would we not want to try to roll that into this?

Mr. Berube responded because they would do a reassessment of the whole thing.

Mr. Walls stated no, because this would be within the existing par amount. As I understood it, you would only have to do a reassessment if you go over the existing par amount.

Mr. Berube stated if we were going to add the debt for the lights that are in the 2004 project, what you would need to know is how many lights there are and what that contract value is. Those are the numbers that you need to know.

Mr. Kessler stated yes. To keep it simple, we need to know the dollar amount. We do not need the number of lights.

Mr. Berube stated I think that we can break it out. I do not have the contract with me tonight.

Mr. Walls stated to be fair, this came up two days ago. I have been trying to work this out, and I have not been able to get that number.

Mr. LeMenager stated it depends. We have the street light list. Those are original street lights. I am guessing that they are wrapped in phase 1-R-N.

Mr. Berube stated it would probably be phase 2 or phase 3 infrastructure in residential.

Mr. LeMenager stated if it is easily identifiable as one of these, then that is pretty easy. If it has to be broken out of the top one, then it is probably not going to happen because OUC will not cooperate.

Mr. Berube asked Mr. Glantz, do you recognize the designation of areas? Can you recognize what phase 3 is?

Mr. Glantz responded not from where I am sitting today, but I can figure it out. For the purpose of this call, we can designate a range. In the meantime, I can do the research. I am looking to the pleasure of the Board so we can move forward.

Mr. LeMenager stated figure out which phase it is. If it 2-I-R, that is probably going to be about \$160,000. If it is 3-I-R, it is probably going to be about \$235,000. In terms of the amount of money you are looking at, it sounds like it is a win/win for everybody if we can figure out how to pay one of those off.

Ms. Kassel asked is there any downside to doing this? What are the potential negative ramifications?

Mr. Moyer responded there really are no negative ramifications to the existing property owners. I do not see a downside. This is routinely done. People do it all the time with their mortgages. That is really all we are talking about.

Mr. Berube stated Starwood is paying the monthly/yearly fee. We just happen to be the original bond issuers, and they need us to be the refinanced bond issuers. In the near future, Starwood is going to be paying all of these fees anyway. We are saving them money, which is fine.

Mr. Walls stated the only real risk is to the home owners seven or eight years down the road because these are locked in for 10 years. There is an interest rate risk if for some reason interest rates were to fall below 5%. Those people would be locked into paying it. Right now, we are locked into paying 6.75%. That is the only risk.

Mr. Moyer stated it depends on where the interest rates are and where the treasuries are. You can have an advanced refund bond, but that is totally driven by the defeasance escrow and the treasuries that you buy that defease it. You can look at that seven years out. But you are right; that is the risk.

Mr. Berube stated everyone's head is shaking in the affirmative to proceed. What is the next step before we make a motion to approve this? We have been through this before, but I do not recall what the next step is.

Mr. Kessler responded Mr. Williams prepared a bond resolution. The next step would be to adopt the resolution, which identifies the parameters. The resolution basically delegates to the Chairman authorization to execute a bond purchase agreement within the parameters set forth in the resolution, which are that there is a minimum amount of savings, that the par amount cannot exceed the existing par, that the maturity date cannot be any longer, and so forth. The Board will approve the resolution. The next step is to have a prospectus. We look to get that wrapped up next week and then mail that to investors. We think that we can get this marketed in about a week. We would then market

the bonds and sign a bond purchase agreement, which binds the District with FMSbonds at a price, and it locks in the price and savings. We would look to have the closing seven to ten days later, depending upon the schedule. Those would be the steps.

Mr. Moyer stated the motion would be to adopt Resolution 2015-04, which is a delegation resolution that sets the parameters on how we move forward.

Ms. Kassel made a MOTION to adopt Resolution 2015-04, a delegation resolution refinancing the 2004 bonds.

Mr. Walls asked can we amend this motion to say pending any adjustments we have to make? Or will this resolution allow for the adjustments to be made, depending on what we find out regarding the street lights?

Mr. Williams responded the parameters assigned to the bond purchase contract are in section 5. The only one that may come into play is the first parameter even though it does not deal so much with street lights. The first parameter says that the reduction in the annual assessment will be at least 10% per year. That may go to the wayside if we add some money for the street lights.

Mr. Kessler stated we would have to do some calculations based on if refinancing the street lights would achieve the same percentage savings. You are right; that would throw that off.

Mr. Berube stated our limiting factor is that 10% reduction in cost.

Mr. Kessler stated it would be a 10% reduction in annual assessments. Depending upon how much of these street lights we finance, it is going to be difficult to do both.

Mr. LeMenager stated pragmatically, the street lights have to be in phase 1-R-N. The first time I was here was in 2004. I took the tour and those lights were there on east Five Oaks Drive. I do not know if OUC is going to let you break it out. Alternatively, it can be a nice contribution to help pay it down.

Mr. Berube stated we are going to have to make some adjustments.

Ms. Kassel amended the MOTION to adopt Resolution 2015-04, a delegation resolution refinancing the 2004 bonds, pending any adjustments as necessary.
Mr. Walls seconded the amendment.

Upon VOICE VOTE, with all in favor, unanimous approval was given to adopt Resolution 2015-04, refinancing the 2004 bonds, pending any adjustments as necessary.

Mr. Berube stated based on the motion, this is going to proceed. I will be the point person on this. I will check on the street light contracts, and we will all get together at some point in the near future. Last Thursday, when I first received the call that we need to talk about bonds until Tuesday, I received a 200-page prospectus. Tonight we authorized the refinancing of \$13.5 million in long-term debt.

Mr. LeMenager stated let us be clear. We basically said you are not sticking us with any more street lights, and they said we need to find some money. They found some money. I have no problem with that.

Mr. Walls stated I hope we found some money, too.

Mr. Berube stated we may have received something out of this. We tried to get those street lights rolled into that deal.

Mr. LeMenager stated it has to be in that first line for sure.

Mr. Berube stated I agree with you based on the fact that all that was done at the same time. It has to be in that first phase.

Mr. LeMenager stated we cannot pay the others down yet because they are not ten years old.

Mr. Berube stated right.

Mr. LeMenager stated only the first five contracts can be paid off.

Mr. Berube stated I read that somewhere.

Mr. Walls stated if we figure out the piece that applies to the first contract, we should have the money in operating funds. If we can get the two together, we can pay the entire debt off. Then that is gone and we are saving money.

Mr. Moyer stated that is the \$400,000 we have been talking about.

Mr. Walls stated right. We can save the money, and everyone is happy.

H. Miscellaneous

Mr. Walls stated I spoke with a few people who said the canal has not been cleaned up and it is getting worse.

Ms. Kassel stated yes.

Mr. Walls stated someone needs to interface with the developer.

Mr. Berube stated he and I happened to have a meeting with Mr. Chip Webb who is handling all the lakes for them. He said that they have not changed their management of that lake with Bio-Tech at all. They had not told Bio-Tech to kill any weeds or to stop killing any weeds, and he was going to specifically look at the canal. I guess that did not happen.

Ms. Kassel stated I am going kayaking tomorrow. The last time that I went kayaking, the water hyacinth was everywhere.

Mr. Weiss stated I was there on Sunday. Since the lake level has dropped, it is getting worse because there was some flow from the main lake. Now that stopped.

Ms. Kassel stated I used to hear every month that Bio-Tech had their gas-powered boat in the lake. I have not heard that for months.

Mr. Walls stated my preference would be that they clean that up. If they do not, then we will have someone go out there and clean it.

Mr. LeMenager stated no, we cannot.

Mr. Walls stated I mean personally. I am concerned about the impact on the boats and the quality of the water.

Mr. Berube stated we heard before that they have not changed any of their maintenance programs, but they have.

Ms. Kassel stated that is one of the reasons why when we get to Chapter 1, Amendment 4, we will have a discussion.

Mr. Berube stated I will follow-up with Mr. Webb regarding the weeds and let him defend his position.

EIGHTH ORDER OF BUSINESS

Discussion of the Rules of Procedure

A. Chapter 1, Rules of Procedure

Mr. Berube stated everyone should have received a revised package from Ms. Burgess, which I thought was very well done. Then she revised the revisions several times.

Mr. Farnsworth stated I have one comment. On page 5, paragraph 1.4(5), the language for public comments at the beginning of the meeting is worded is confusing. I do not think it says grammatically what you want it to say. The sentence reads, "*The Board shall designate a specified period of time for public comment on the meeting agenda,*" and "*at the beginning of the meeting*" was added. It is my contention that the

phrase “*at the beginning of the meeting*” should be inserted with commas slightly differently in the sentence so that it makes sense. The sentence content is the same, but the structure is different. I recommend that this sentence read, “*The Board shall, at the beginning of the meeting, designate a specific period of time for public comment on the meeting agenda.*”

Mr. Berube asked are there any objections?

Ms. Kassel responded no.

Mr. Berube stated Ms. Burgess will revise that language.

B. Chapter 1, Amendment 1, Disclosure of Public Financing

Mr. Farnsworth stated most of the numbering scheme used in this particular amendment does not match the document it is supposed to be amending or the numbering system used any place else. Where did this numbering system come from?

Mr. Qualls responded this was due to the version of Microsoft Word that was used.

Mr. Farnsworth stated it struck me as being strange. It does not match anything else. I have a comment about page 4, Section 1-1.015, of the pdf document for this amendment, the three-day waiting period.

Ms. Kassel stated it was stricken in the redlined rules that we received on March 16.

Mr. LeMenager stated we received an opinion from Mr. Qualls on those sections. I have a question about Mr. Qualls’s opinion. My point was to get rid of 1-1.008 on, and you said that 1-1.008 to 1-1.014 were all legal and were already in the law. If they are already in the law, do we have to regurgitate them? We are required to do all of this anyway, and it is in the Statutes. Why bother to have it in the rules because this is just a restatement of what is in the law. I can only think that the intent at the time was, one day the residents will actually control this Board and we better make sure that they know what the rules are. That is my guess as to why it ended up in there. We have Mr. Qualls, and he is going to always tell us what the rules are.

Mr. Berube stated you have to remember that some lawyer was paid by a previous Board to write up these rules.

Mr. LeMenager stated I appreciate that it is all legal. The advice from Mr. Qualls was not to remove it. If it is in the Statutes and we have to do it, why would we put it in the rules? We do our audit and we are in compliance. Is this just superfluous to regurgitate what is in the Statutes? If the Statutes change, then we have to change this. Would we be

better off getting rid of 1-1.008 on because it does not actually change any requirement? It does not change anything we have to do, and it is already in there.

Mr. Qualls stated I understand your question. There is no legal requirement that you have to copy the Statutes and put them in your rules. The basis for our opinion is if these rules are inconsistent with the Statute, and the answer is no.

Mr. LeMenager stated that was not my question.

Mr. Berube stated if it is in the Statute, why do we need to keep them in our rules.

Mr. LeMenager stated correct. That was my whole point. My original opinion was that we need to get rid of 1-1.008 on.

Mr. Walls asked is everyone okay with striking these sections?

Ms. Kassel responded yes.

Mr. Walls stated I think that Mr. LeMenager made a good argument. These are things that we have to do by law, and we do not have to regurgitate it.

Ms. Kassel stated the bigger point is if the Statutes change, then we have to change the rules again, which is very expensive.

Mr. Berube stated 1-1.008 through 1-1.014 will be stricken.

Ms. Kassel stated 1-1.015 is already stricken.

Mr. Farnsworth asked what is the basis for not following the legal recommendation on 1-1.008 through 1-1.014?

Mr. Berube responded the legal recommendation was that it is in the rules and it does not have to be. It is covered by Chapter 190, Florida Statutes. All we are doing is regurgitating Chapter 190, F.S. If Chapter 190, F.S., changes, we have to pay to go back and fix our rules.

Mr. Qualls stated the only concern that I would have is if removing these provisions of the rules sends a message that, therefore, these are not required. I do not see any harm. A rule that an agency promulgates is not what this is because you are not a State agency. The rules can never be inconsistent with the Statutes. Most rules mirror the Statutes. Otherwise, they are inconsistent with the Statutes. I do not see the difference, so why take it out of the rules?

Mr. Farnsworth responded I agree with you. I totally agree in removing 1-1.015, but I cannot see why we are considering getting rid of 1-1.008 through 1.014. I do not understand.

Mr. Berube stated the only logical reason is simplification. It is regurgitating of the Statutes. We have been striving to simplify and shorten our rules package and that does it. Whether or not that is good advice, I think we have already decided to remove 1-1.008 through 1-1.014.

Mr. LeMenager stated I am all for removing it.

Mr. Qualls stated it is a policy decision, but my point to the Board is that rules have to be consistent with the Statutes. That is not a basis for repealing rules because they are consistent with the Statutes. That is the exact opposite of the case. You keep rules that are consistent with the Statutes, and you get rid of rules that are inconsistent with the Statutes. I do not think that it is worth belaboring.

Mr. Berube stated we heard you and we will remove 1-1.008 through 1-1.014. Regarding 1-1.015, we received legal advice about the good reasons to keep or not keep 1-1.015. I am saying that 1-1.015 is redlined, and we will leave it removed.

Mr. Farnsworth stated 1-1.015 should not be in there.

Mr. Qualls stated for the record, this was included in there because it was a home purchaser protection policy. It is not required by law, but it is a home purchaser protection policy.

Mr. Berube stated we cannot be in the home contract business.

C. Chapter 1, Amendment 2, Vendor Purchase Policy

Mr. Berube stated the vendor purchase policy was cleaned up and there were no significant changes.

D. Chapter 1, Amendment 3, Three-Day Right of Rescission

Mr. Farnsworth stated 1-1.015 as well as Amendment 3 are in the same arena. It was created for the developer rather than the District.

Mr. Berube stated you are exactly right.

Mr. Farnsworth stated it is an agreement that the developer wanted to have in the rules. It does not commit the District to anything.

Mr. Berube stated that is why it was removed.

Mr. Farnsworth stated I cannot see any reason for 1-1.015 to be in the rules or Amendment 3. If anything was going to remain, it should not be an amendment to our documents. It should be on the order of a memorandum of understanding.

Mr. Berube stated you are correct; 1-1.015 references Amendment 3, the three-day right of rescission. When you get rid of 1-1.015, Amendment 3 goes with it.

Mr. Farnsworth stated a portion of Amendment 3 was redlined, and another part was a document that we signed.

Mr. LeMenager stated you have to remove the entire Amendment 3.

Mr. Berube stated it is all gone.

E. Chapter 1, Amendment 4, Procedural Rules on Animals, Habitat, and Wildlife

Ms. Kassel stated I provided a survey to the Board, which is preliminary because more data are coming in. Page 4 has some questions. Number 1 is, *“How important were these features in your decision to move to Harmony: green parks and spaces, preserve areas, dark sky lighting, dog parks, community garden, hiking trails, Florida-friendly landscaping, guidelines for using.”* “Very important” and “the most important” were responses from over 69% of people who moved here.

Mr. Walls asked how does this relate to this amendment?

Ms. Kassel responded Amendment 4 basically says that the CDD and the HOA will get together once a year with the Companion Animal, Habitat, and Wildlife Committee to make sure issues that the Companion Animal, Habitat, and Wildlife Committee is entrusted with get addressed in the HOA and the CDD. The other Board members want to strike the entire amendment. I do not think that is the wish of our residents.

Mr. LeMenager stated we are not striking the entire amendment. We are keeping the use of the dog facilities.

Ms. Kassel stated that is a very minimal part. There is a lot more to the Companion Animal, Habitat, and Wildlife Committee’s issues and things that they are concerned with than just the dog park.

Mr. Walls stated the argument was not that we should not coordinate or should not meet and talk. Why does there have to be a rule that we have to meet? We should be able to take it upon ourselves to make that happen. We do not need a rule in our rule manual that says you have to do this at this time. It may not make sense at that time to do this.

Mr. Berube stated if we do not have this amendment, it will not get done. We had a rule for 15 years, and it never got done.

Ms. Kassel stated that is not true.

Mr. Walls stated you can choose to make us accountable to make that happen if that is what they want. We do not need a rule to do that.

A Resident stated by keeping the rule, you will be held accountable.

Ms. Kassel stated that is exactly right.

Mr. Walls asked so we should meet at a time arbitrarily that this rule says, whether we have something to discuss or not?

Ms. Kassel stated the amendment does not say that the Companion Animal, Habitat, and Wildlife Committee has to meet with the full Board of the CDD or the HOA. It can meet with representatives of both Boards in order to work this out.

Mr. Walls asked why do we need a rule to make that happen?

Ms. Kassel responded to make sure that it happens.

A Resident stated if you want a meeting, you are going to say that there is no rule, so you do not need to meet.

Mr. Walls asked why would I say that?

The Resident responded because you will.

Mr. Walls stated you are putting words in my mouth. I agree that we should meet, but not to have an arbitrary meeting.

The Resident stated that gives the Board the option to do that.

Mr. Berube stated I understand that people think that we are going to try to take away protections for animals and habitats.

Mr. Walls stated this Board has nothing to do with that.

Mr. Berube stated I understand that.

Ms. Kassel stated that is absolutely not true.

Mr. Berube stated I sit on the HROA as well, and the HROA rules have virtually all of this boilerplate language, but it does not indicate that the HROA will meet with the CDD. The rest of the animal protection language in this amendment is in the HROA's CCNRs.

Mr. LeMenager stated that is where it goes.

Mr. Berube stated that is where it belongs.

Ms. Kassel stated no. We were just talking today about the ponds and about the use of chemicals in the ponds. That is one issue right there.

Mr. Berube stated because those are our ponds.

Ms. Kassel stated yes, and that is why it is important for us to make sure that we have a structure to keep us accountable to meet with the Companion Animal, Habitat, and Wildlife Committee.

Mr. Walls asked why should we meet with the HOA about our ponds?

Mr. LeMenager stated we have concerned citizens who will bring it to us.

A Resident stated the people who are running the HROA do not have any concept.

Mr. Berube stated they have a concept, but they do not do much with it.

The Resident stated they really do not understand.

Mr. Berube stated this Board cannot force the HOA to do anything. I sit on that Board, and I am one of two minority members of that Board. To put it bluntly, they do not care about the residents.

Ms. Kassel stated exactly. That is why we have to keep this.

The Resident stated that is why we need to fire them and get somebody else.

Mr. Walls stated you do not get that option.

Ms. Kassel stated I distributed copies of this amendment, and it is supposed to be circulating to the public.

A Resident asked can you take it to the HOA Board?

Ms. Kassel responded we plan on doing that. We are taking it to the developer.

A Resident stated Mr. Walls, I assume that you are speaking for the better part of the CDD Board.

Mr. Walls stated I would not assume that.

The Resident asked if you are saying that we do not need to have a rule to have the CDD and the HOA Boards meet once a year, then what is the opposition to leaving it in that you will meet once a year?

Mr. Walls stated because it is an arbitrary meeting for something that we have no control over. This Board does not control the restrictions for animals and pets. When they are in the dog park is when we have control. That is it.

Ms. Kassel stated that is not true. We have control over the dog park, the ponds, and the parks.

The Resident asked are the trails over the control of the Board?

Mr. Berube stated some, not all.

Ms. Kassel stated we control the trails within the CDD, like the trail around Lakeshore Park.

Mr. Berube stated the problem with this is that it sets a rule that says that the District shall coordinate at least annually with the Harmony HOA. That forces us into doing something. We have had this rule here since 2000 and have never acted on it.

Ms. Kassel stated that is not true.

Mr. Berube asked did we have a meeting with the HOA?

Ms. Kassel responded I have minutes where we discussed these issues. We had a representative of the HOA discussing HOA activities with the CDD.

Mr. Berube stated I understand that, but it was never a coordinated meeting, and that is the problem. This Board does not want to get involved.

Ms. Kassel stated we already are involved.

Mr. Walls stated I make a motion that we proceed with the edits in this amendment as proposed in the agenda package.

On MOTION by Mr. Walls, seconded by Mr. Farnsworth, with all in favor except Ms. Kassel and Mr. LeMenager, approval was given to approve edits made to Chapter 1, Amendment 4, as presented.

Mr. LeMenager stated my nay is not because I am against the amendment; it is just because some things should remain. I think the vast of it should go.

Mr. Farnsworth stated that is where my problem is.

Mr. Berube stated I sit on both Boards, and I am happy to coordinate but not on a required basis. I would be happy to coordinate the two groups, no doubt about it. I just do not like having a rule that says you “must” when we have not met. That is the problem. We are trying to simplify the rules and remove things that we cannot enforce. By leaving this rule, we already acknowledge that we are not going to do what it says.

Ms. Kassel stated it is not about enforcement.

Mr. Berube stated I understand. The bottom line is, the bulk of the language will go. I can promise this Board, through my affiliation with the HOA, the CDD will coordinate as needed. We just will not have a rule that specifies that.

F. Chapter 3, Membership Rates, Fees, and Charges

Mr. Berube stated we decided that we were going to have rates as a policy and move that forward into a future discussion.

Mr. LeMenager stated I have not seen any proposals.

Mr. Walls stated I provided one, but we will not discuss it tonight.

Mr. Farnsworth stated the issue I have is that where you list the rates and fee schedules in 1.3, it does not list rates and fees. At the top, when you say “membership,” if a non-resident pays the prescribed fees, exactly what is he becoming a member of?

Mr. Walls responded the District.

Mr. Berube stated by paying \$1,000.

Mr. Farnsworth asked he becomes a member of the District?

Ms. Kassel responded not a resident, but a member.

Mr. Berube stated to become a member, they pay \$1,000 to use the facilities. They receive an access card. No one has ever done it, but somebody will someday I presume. It is like a country club where you by a membership.

Mr. Farnsworth stated the rest of my objection is attributed to the rates and everything that is missing.

Mr. Berube stated the consideration of rates will be done at a future meeting. We would have to put it on next month’s agenda to keep this moving forward.

Ms. Kassel stated it does not have to be a rules discussion.

Mr. Berube stated it can be a policy under Chapter 4.

Mr. Qualls stated since that needs to be done by resolution pursuant to Section 190.011, F.S., does Mr. Walls want me to put that on a sample resolution?

Mr. Walls responded that is fine.

Mr. LeMenager asked were fees proposed?

Ms. Kassel responded yes. I have a copy, which I can provide to you, but we are not discussing this tonight.

G. Chapter 4, Parks and Recreation Facilities

Mr. LeMenager stated we are not changing Chapter 4 much.

Ms. Kassel stated we need to make sure that we are verifying both identity and residency.

Mr. Berube stated yes.

Ms. Kassel stated the way that our current rules are written does not allow for much flexibility. What if someone is from another country? Could we request a passport? That is not in there.

Mr. Berube responded let us stick with the current rule and how we address the issue with Ms. Ang. She had a situation where she already lived in Harmony and had an access card that was issued to her and everything was fine. Then Ms. Ang moved from one side

of the street to the other, so her address changed. She remains a Harmony resident, but when she did that, now her address is different. Her access card was disabled, and we did not want to issue another access card.

Mr. LeMenager asked who is we?

Mr. Berube responded CDD staff.

Mr. Moyer stated primarily staff based upon our interpretation of the rule.

Mr. Berube stated Ms. Ang is a renter, so we go to that section. A literal reading of it says “proof of renter status includes, but is not limited to the following: driver license or Florida ID card with name of renter and proof of address within the District.” It does not say your ID card or your driver license has to match the address. It just says “within the District.” Globally throughout, it only says “address within the District.” It does not say “matching address” to any document. My thought is that for people who live here, all we care about is that they have an address within the District.

Ms. Kassel stated no, we care about their identity.

Mr. Berube stated I understand that, but once we get past the identity, we need to confirm that they actually live here. The reason your access card gets disabled is very clear. If someone moves into the house that you moved out of, as soon as they apply for an access card, your access card gets disabled because we go by address. That is the only way we have of identifying who is who in what house. You have two different classes of people here: those who rent and those who own. We have leases, and cards are dated with the lease term. What happens if someone sells a house? The lease does not run out, and we do not check deeds. Whether it is a renter or an owner, when you leave, that is why we want the address to get updated. If your card goes on, as soon as someone moves into your house, on that very day, the next time you use your card, it is disabled and you will be frustrated. That is the reason why the rule became the way it is. Understandably, that is not the way it is printed on paper. That is why we gave a temporary concession to this resident, but if someone moves into the house you moved out of tomorrow, guess what happens? That newly reactivated access card is disabled. It has to get fixed. That is how we got to where we are. I do not see us having any good options in the way that the system works.

Ms. Kassel asked why not? Why can she not use a utility bill and a lease with her current address and her passport to verify her identity?

Mr. Berube responded I am talking about the way that the system works. Whether we want to change the rules or not is a different matter.

Ms. Kassel stated this is a discussion of the rules.

Mr. LeMenager stated I understand. The system works based upon how staff interprets it. I do not understand why anyone on staff would even have an issue with it, if the resident moved across the street and had not changed the address on their driver license yet. It sounds like we have to write this rule very clearly for our staff.

Mr. Walls stated I went back to the minutes and read our discussion when we implemented these rules last time. Our intent was that the address on the ID matched the address on everything else that they submit, so that we can verify that the person did, in fact, live in that house. That is what we said, and staff did the right thing. I know it is difficult, but that is what we told them to do, and I went back to make sure. I think we did that for a very good reason at the time. You can have somebody with the same name on an ID but they do not necessarily live in that house and are not the same person on the lease. If they are showing you an ID that has an old address, that ID is invalid. State law requires that you update that address within 10 days when you move. I do not know how you can verify an ID from an invalid card.

A Resident asked do you remember all of the people who moved and kept coming back and handing their cards to other people?

Mr. Walls responded that is why the access cards have pictures and dates on them now, and that is why we check addresses. Residents came before us and gave us an earful about all that, and we said that we would fix it and make sure that there are no loopholes.

Mr. Berube stated for those who are new here, pool security has been a nightmare, and we purposely wrote these rules tightly. I am not sure that they require a change other than to verify or clarify so there can be no confusion with the rules. Ms. Ang, how long do you think it will be before you get an ID card that matches your new address or driver license?

Ms. Ang responded that is my issue. Yes, it is a State law that you are required to update your address in 10 days, but the DMV will tell you that there are exclusions for various circumstances, like the military or residents who are living here temporarily, like my situation. I have a temporary visa. I was not even required to get a Florida ID because I have a temporary stamp in my passport. I only got the ID because I wanted to access the

pool. I had to jump through hoops just to get my access card because I do not have a social security number, either. I am here as a dependent on my husband's work visa. I do not feel that this is anything that should be anyone's business. DMV gave me a form that said they are unable to issue be a driver license because I do not have a social security number, so I had to go to the social security office. Because my name has changed since I got married, they could not issue me a social security number, even though I used to work in the United States. I am a Canadian citizen. I see it only as Florida residents can go online and change their address in 10 days; otherwise, the staff at the DMV will send us a letter asking us why we have not applied for an updated ID. Is that what you want us to submit?

Mr. Walls responded I get the difficulty. I am not trying to be hard.

Ms. Ang stated you need to consider temporary residents who come from other States and other countries.

Mr. Walls stated I provided a document to the Board with suggested language changes for this particular section. Under 3.1.5.1, I suggested that we clarify the language to make it clear that the ID needs to match the address that is provided on the lease.

Ms. Ang stated that is discriminatory.

Mr. Walls stated the only exemption that I saw, when I looked at the law, is for military. They can have an extension to not need to update their address within 10 days. I was not aware of one for non-citizens. If there is, we can have language for that, as well. I have language here for exempting anyone on active military duty from the provision that the address on the ID matches the address on the lease because the law allows for that. If there is another exemption for non-citizens, we can work on that as well.

Mr. LeMenager stated that is writing a bunch of rules for extremely unusual circumstances. I am speaking as someone who lived overseas with a visa for 18 years. I absolutely understand what she is talking about.

Ms. Kassel stated the red tape.

Mr. Farnsworth stated I understand you are trying to defend Mr. Moyer. I thought that our intention was to put a framework together and then give Mr. Moyer discretion within the bounds of this rule. If there was an exception and if he can verify that the resident lives in the District, then it was within his discretion to issue the ID card.

Mr. Berube stated 3.2 has this language.

Mr. Walls stated when we put this provision in this language, our intent was that all of the addresses matched.

Mr. Farnsworth stated it might have been your intention, but I did not interpret it that way.

Mr. Moyer stated we literally had hours of discussion on this very point.

Mr. Walls stated in the proof of ownership for owners, we intentionally left that address out because of snowbirds and people from out of State because they could show ownership in a home. That was the discussion and why we did what we did. I am not saying that it should not be changed or that exemptions should be put in place, but staff did what we told them to do.

Mr. Berube stated we told staff to be tough. Every time that I get a question on this, staff has taken the rigid road.

Mr. LeMenager stated these particular circumstances are covered by 3.2. I think staff overstepped their bounds once that it was explained.

Mr. Berube stated you may view it that staff overstepped their bounds; however, every time that Mr. Moyer gets into something that is sensitive, we chastise him. This would be one of them. The other one is usage agreements for facilities.

Mr. LeMenager stated we have had this discussion before, and you guys always want to keep second guessing him.

Mr. Berube stated so he gives us everything and has us decide.

Mr. LeMenager stated it is a self-fulfilling prophecy.

Mr. Qualls stated in a way of simplifying things, this rule clearly requires that you have to have a driver License or ID Card with an address that matches where you are renting.

Mr. Berube asked where do you see that?

Mr. Qualls responded it is 3.1.5.5.

Mr. Berube stated that is name of renter and proof of address within the District.

Mr. Qualls stated it says, "*Driver license or Florida identification card with name of renter and proof of address within the District.*"

Mr. Berube stated it does not say matching address.

Mr. Qualls stated either way, what I hear the resident saying is that you can legally rent a home in Florida and not be able to obtain a driver license or an ID card. If that is

true, I would think that you definitely want to amend this rule. It is a simple question to answer. I represent Ms. Patsy Hefner. I will call her. If someone can legally rent a home in the State of Florida and not have a driver license or an ID card, there should be other things that the District manager can look at to establish that you are living where you say that you are living.

Mr. Berube stated to get to the bottom line and to solve this right now, we already thought about the intangibles that we could not think about, and it is 3.2. Mr. Moyer can say yes or no. He does not want to because he is afraid we are going to blast him for doing something.

Ms. Kassel stated that is what is happening.

Mr. Qualls stated there is not a lot of room for discretion for the combination of documents. You must have an ID in combination with the other items listed. How do you decide the discretion? You have to have the ID or driver license if you are going to fairly interpret that rule. I could have an answer to the District manager tomorrow or Monday. It is simple.

Mr. Walls stated look at the language that I propose that says that the address must match and provides an exemption for an active duty military. If there is an exemption for people who are legally unable to obtain an ID, we put in an exemption for that.

Mr. Berube asked is it fair to call Ms. Ang a resident alien?

Ms. Ang responded yes.

Mr. Berube stated we can say that there is an exemption for active duty military or resident alien.

Mr. Walls stated some language where they can prove that they live in that house, whatever it might be.

Mr. Berube stated so we are going to amend the rules to make sure that it says the addresses must match, and then we will have an exemption that the District manager can use for active duty service members or resident aliens and let the District manager have discretion.

Ms. Ang asked what exactly will he want?

Mr. Berube stated he will want a lease agreement and utility bill and all other items that are listed, but your ID card at this point because of your status, will not be required to have the matching address.

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Ms. Kassel asked can they submit a passport?

Ms. Ang responded financial institutions and government agencies only require my foreign passport. I would think that would be enough for you.

Mr. Walls stated but they are not trying to verify where you live. That is the issue here. We have to verify that you live here.

Ms. Kassel stated they need to verify your identity.

Ms. Ang stated I have it on my lease.

Mr. Walls stated you can put anyone's name on a lease. The whole idea was that the ID card says that this person lives where they say they are leasing.

Ms. Kassel stated but we were also trying to verify identity. Ms. Ang has the lease, but in terms of identity, she needs to prove her identity. Her passport is sufficient.

Mr. Berube stated she has a Florida ID card.

Ms. Kassel stated she has a Florida ID card with a different address.

Mr. Berube stated it is across the street.

Ms. Kassel stated yes, but it does not match.

Mr. Walls stated I think that we have a solution.

Mr. Farnsworth stated by the way, I want to reiterate to you that I never read that matching into the wording here.

Mr. Berube stated that is right. It does not say it.

Mr. Farnsworth stated it says, "*Proof of residency within the District.*" It does not say where that address is.

Mr. Berube stated then shame on us because we did not make it specific. This rule was only rewritten 13 times. Mr. Qualls rewrote the last iteration. Ms. Burgess wrote it this time and she got it right.

Mr. Qualls stated with all due respect, Ms. Burgess or I just copy down what the Board tells us.

Mr. Berube stated Mr. Qualls put into legalese, and Ms. Burgess uses English, which is fine. We are directing Ms. Burgess to change the language to show that addresses must match, and active duty service members should be included in 3.2.

Mr. Walls stated I added 3.1.5.10 to address active duty service members. Section 3.1.5.5 will be adjusted to say that addresses must match, and there is an exemption for active duty service members. I will email it to Ms. Burgess.

Mr. Berube stated and/or resident aliens at the District manager's discretion. Ms. Ang's card will remain active until someone moves into your former residence.

Ms. Ang stated someone already has.

Mr. Berube asked have they applied for an access card?

Ms. Ang responded yes.

Mr. van der Snel stated we are just waiting to receive their check.

Ms. Kassel stated we should revisit the \$10 fee for tenants. We are discriminating against tenants by charging them a \$10 fee.

Mr. Walls stated I disagree.

Ms. Kassel stated we have costs for the card and for the printing and the ink. Let us justify to those people why we are charging tenants \$10.

Mr. Walls stated it costs at least \$10 to make that card.

Mr. Berube stated it costs over \$18 for each card for the cost for the actual card and the ink, and that does not include the use of a special printer that we spent \$3,000 for. The total cost for staff to receive the paperwork to delivering it to the Welcome Center is about \$18.60. How many cards have you issued in the last three weeks?

Mr. van der Snel responded about 45 cards.

Mr. Berube asked do you have the breakdown of how many were renters and how many were owners?

Mr. van der Snel responded no, not in my head. I can provide that breakdown. It is on my computer.

Mr. Berube asked about half and half?

Mr. van der Snel stated yes.

Mr. Berube stated keep in mind that the people who own their homes pay CDD fees. They pay all of the costs of those cards. The renters changeover a lot. There is a huge amount of turnover. That is why the renters get charged. It is because the owners pay the CDD fees, and renters do not pay directly. That is how we came up with the fee for the cards.

Ms. Kassel stated the renters pay their landlord to pay those fees.

Mr. Berube stated they may.

Mr. LeMenager stated when we issue a card to an owner/occupant, the expectation is that owner/occupant is going to keep the card for, on average, seven years.

Ms. Kassel stated but we have many houses in Harmony that turn over every two or three years, even with selling to new owners.

Mr. Berube stated that may be.

Mr. Kassel stated that means that the people who are tenants are subsidizing the cards for people who are owners.

Mr. Walls stated I disagree. They are getting a deal.

Mr. Berube stated they are getting a deal. The card should be \$18.60 if we really want to recoup all of the costs. If we have to purchase another printer, it might be more. I think the card fee is reasonable. There was a lot of yelling and screaming about it in the beginning, but that has all settled down.

Mr. LeMenager stated I think \$10 is reasonable.

Mr. Walls stated Fishhawk charges \$10.

A Resident stated owners have to pay if they lose their card.

Ms. Kassel stated if they lose their card but not to get for the first time.

A Resident stated I suggest charging the owner of the house.

Mr. LeMenager stated we do not care who pays, as long as we get our \$10.

The Resident stated I think Ms. Kassel has a good point.

Mr. Walls stated the owner is not requesting the card; the renter is. The owner is giving up their rights to the card when a renter requests an access card.

Mr. Berube stated if an owner gets a card for his property and then somebody rents it, the owner's card gets deactivated.

Mr. LeMenager stated I would think if you are a landlord here, that is something you should be disclosing to your tenants when you sign a lease. Whether or not all of the property managers here do that is another issue.

Ms. Kassel stated most leases are one year in length. When you renew, you have to pay another \$10 as tenant.

Mr. Berube stated that is right.

Ms. Kassel stated they really are subsidizing the owners because they are paying \$10 per year, per card, per family member.

Mr. Berube stated but the owners are subsidizing themselves by paying the CDD fees.

Mr. LeMenager stated I kind of agree with Ms. Kassel. If they just renew their lease, I do not see why they have to pay another \$10.

Mr. Berube stated because the card expires with the lease.

Ms. Kassel stated but you do not have anymore expenses.

Mr. LeMenager stated we do not issue a new card.

Mr. Berube stated yes, we do. There is an expiration date on the card. We had this discussion. When the guys go through the pool and do ID checks, if that card has already expired, they get ejected.

Mr. LeMenager stated understood.

Mr. Berube stated for those who have not been here for awhile, anybody who has been to the pool lately realizes that they have been very crowded. Part of these access restrictions were a result of folks like you coming to these meetings and yelling and screaming and, in some cases, crying for better pool security. It is very tough to have a couple of mothers with their kids crying about incidents at the pool. We responded to that by putting police there for a couple of months. That was the wrong thing to do, long-term, but for a short-term response, we felt that was needed. It makes an impression. That is why the access rules are tight. I can tell you that anyone who visits either of those two pools this summer will be complaining about crowding. It has already happening. Based on the number of cards that Mr. van der Snel is printing, because all of these houses are being sold and all of these neighborhoods are coming online, you are going to be hard pressed to get into one of those pools on the weekend. We are going to have this conversation again. We already started having staff go through the pools and doing ID checks. It has already created some resistance from people at the pools. It is also noticeable that when some folks see ID cards getting checked, they get up and leave. It is shocking how that works. There have also been a number of attempts with cards that are expired going into the access card reader, and they cannot get in. A minute later, there is a request from inside to open the gate. People are hollering at other people to let them in because their card does not work. We know that all of this is happening. The bottom line is that we are aware of what is going on at the pools, and we hope to not have people coming here with their kids, yelling and crying and saying that they cannot use their own pools because they are insecure, but the reality is that forces us to make tough decisions about who gets in.

Mr. Walls stated we are not trying to be hardheaded. We are just trying to do what the residents asked us to do to keep everything in order.

A Resident stated you have to push an overhead button to open the gate to get out. Why can residents not use their card to get out?

Mr. Berube responded fire access rules. You have to have instant release. You cannot trap people in. The odds of a fire in a pool enclosure are rare, but you cannot have barred access.

Mr. Walls stated I have one more revision on the sheet that I provided to the Board. It is my attempt to clean up 3.4 because I was concerned about how easy it is for anyone to walk up and get an ID based on that rule. I looked at the Fishhawk rules. They had one that was almost exactly like this, but I thought that it was written better. It actually requires that a person who is getting a guest pass because they are watching someone's kids to have an actual signed and notarized guardianship power of attorney form that they provide when they obtain this card. They would pay \$10, which would be non-refundable. They would get a card for themselves. The card would be good for a year. They would go through the process again after a year.

Mr. Berube asked how many guest access cards have we issued, two? I am talking about the people who ask for an access card for their grandmother, aunt, or friend.

Mr. van der Snel responded I received one request last year.

Mr. Berube stated it is not a big deal because no one is doing it.

Mr. Walls stated if people find out about it, this does not provide a lot of safeguards. I thought that Fishhawk put some good safeguards in their rules. That is why I am proposing this.

Mr. van der Snel stated that access card was a 90-day guest pass.

Mr. Berube asked do you think that we need to instill more safeguards or wait until it becomes a bigger issue?

Mr. LeMenager responded not for one in all of this time.

Mr. Farnsworth stated I would like to discuss page 238 in the agenda, in paragraph 4.3. There is a reference there to paragraph 3.5, but that has now been eliminated. You need to generate a new paragraph that is equivalent to paragraph 3.5, whether you position it there or not, so that the reference in paragraph 4.3 has something to point to.

Mr. Walls stated we moved paragraph 3.5 to paragraph 5.8.

Mr. Farnsworth stated yes, but it does not pertain to pools, which is in paragraph 4.3. A different paragraph needs to be generated. You have a broken reference.

Mr. Berube stated paragraph 4.3 says, *“The District’s swimming pool facilities are open to District residents who have registered with the District by signing the contract referenced in Section 3.5 above.”*

Mr. Walls stated we need to strike everything after “District” from that line because there is no contract for the pools.

Mr. Farnsworth stated something needs to be done.

Mr. LeMenager stated you are right.

Mr. Berube stated we will add a period after the third “District.”

Mr. LeMenager stated yes. That is a good point.

Mr. Berube stated good catch, Mr. Farnsworth.

Mr. Farnsworth stated with all of the deletions that occurred out of paragraph 5.6, responsibility for damages, in my opinion, that leaves just a single sentence under that paragraph. That makes that section extremely weak.

Mr. Berube asked why? They are responsible for all damages that occur on the boats. That what all the residents suggested.

Mr. Farnsworth responded there is no explanation. I am just expressing my opinion.

Mr. Berube stated understood. If you recall, last month, we had damage to a boat and nobody had the constitution to charge the resident.

Ms. Kassel stated that is not true.

Mr. Farnsworth stated I voted against that motion.

Mr. Berube stated we made a decision not to charge the resident.

Mr. Farnsworth stated I did not vote for that.

Mr. LeMenager stated that is true. It was not unanimous.

Mr. Farnsworth stated the heading of paragraph 5.8 should be reworded so it says *“Contracts for execution prior to boat use”* and not all the rest of the words there.

Mr. Walls stated I agree.

Mr. Berube stated paragraph 5.8 will be for boats only.

Ms. Kassel stated or it could say, *“Contracts for execution prior to use of District boats.”*

Mr. Farnsworth stated right now, it has too many words for things it does not apply to.

Mr. Berube stated it is fixed.

H. Discussion of Usage Fees

Mr. Walls will provide a proposal for fees to be incorporated into Chapter 3.

NINTH ORDER OF BUSINESS**Supervisor Requests**

Mr. LeMenager stated we receive these magazines, and Mr. Berube wrote an article as Chairman of the Harmony CDD. At the end of the article, you encourage patronage of businesses. I am not sure that you should do that as the Chairman of the Harmony CDD. If it is just you, I am fine with it, but not as a government official.

Mr. Berube stated you are probably right. I was just encouraging people to support the businesses that support that magazine.

Mr. LeMenager stated I do not think that is a bad idea at all, just not as a government official.

TENTH ORDER OF BUSINESS**Adjournment**

Ms. Kassel stated I would like to thank the 22 residents who attended this meeting.

The next meeting is scheduled for Thursday, April 30, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, the meeting was adjourned at 8:25 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

An emergency meeting of the Board of Supervisors of the Harmony Community Development District was held Wednesday, April 8, 2015, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls (<i>by phone</i>)	Attorney: Young, van Assenderp & Qualls, P.A.
Steve Boyd (<i>by phone</i>)	Engineer: Boyd Civil Engineering
Mike Williams (<i>by phone</i>)	Akerman Senterfitt
Jon Kessler (<i>by phone</i>)	FMSbonds
Bob Glantz (<i>by phone</i>)	Starwood Land Ventures
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 order of business followed.

THIRD ORDER OF BUSINESS

Discussion of Bond Refinancing and Consideration of Revised Resolution 2015-04

Mr. Berube stated when we last met, we had a discussion about the bond refinancing that included certain street lights in the targeted area in a portion of the bond refinancing. It was left up to Mr. Glantz and me to come up with a value for those street lights and get a number to roll into the refinancing. As it turns out, it is impossible to get OUC to come up with a value for the payoff on those street lights. To speed up the process, Mr. Glantz and I had multiple conversations over a few days, and we decided that we were going to add about \$200,000 to the par amount because that seems to be a good number. My best reckoning shows that the value of those street lights today is somewhere between

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\$125,000 and \$250,000. That is as close as we can get it, and I realize it is a 100% spread. Mr. Glantz generously put \$200,000 on the table, and that is where we left it. We are at a much different position, in my opinion, than where we left it at the last meeting. That is why I decided to call an emergency meeting to discuss the specifics of this. It is just a change, and we need to codify that in our resolution.

Mr. Williams stated the only change in the resolution will be the parameters in section 5.

Mr. Kessler stated we should explain the limitation on what the District can pay off.

Mr. Williams stated the tax regulations limit the amount of money of tax-exempt bond proceeds that can be used to pay off the capital piece of the OUC obligation to \$100,000. As Mr. Berube mentioned, the discussion was a maximum amount of \$200,000 being used for what I call project costs; \$100,000 of that could be the OUC payoff, and \$100,000 could be used for other public improvements. In light of that discussion, the resolution has two changes in section 5 that the Board adopted last week. We reduced the decrease in annual assessment from 10% to 9%, and it provides up to \$200,000 of tax-exempt bond proceeds to be used for project costs. Those are the only two changes from the version that was adopted last week.

Ms. Kassel asked would you clarify the reduction from 10% to 9%? What is the percentage representing?

Mr. Moyer stated the savings.

Mr. Kessler stated that is the annual debt service reduction in the assessment.

Mr. Berube stated it is reduced from 10% to 9% because we are adding \$200,000, and we do not want to get too close to that requirement of not meeting the debt service reduction.

Mr. Kessler stated I think the gist is, since Starwood is willing to contribute \$200,000 toward the refinancing, and since there is a tax limitation that only \$100,000 can be used toward street lights, then the solution is that there will be another \$100,000 that can be used toward other District projects in the future. I think Mr. Berube had indicated to us that there have been discussions of numerous projects, so it should not be a problem spending \$100,000 over the next three years. That was the solution for the capital to be set aside and to be used within the tax laws.

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Mr. LeMenager stated I think Mr. Berube did a great job getting Starwood to contribute \$200,000. I am confused, though. We refinanced the Series 2001 bonds, and everyone in neighborhoods A, B, C, and so on received a 7.9% decrease in their assessment, but so did I, J, K, L, Town Center, and so on. When we discussed this at our last meeting, we were told the Series 2004 bonds were for all the property on the east side of Harmony. When we refinanced the Series 2001 bonds, did the Series 2004 debt service also go down 7.9% if we made no change to the Series 2004 debt service?

Mr. Kessler stated I am not aware of that happening.

Mr. Berube asked is that the methodology provided by Severn Trent?

Mr. Moyer stated yes.

Mr. Berube stated they provided the 7.9% decrease across everything.

Mr. Moyer stated that is correct.

Mr. LeMenager stated perhaps the Series 2004 bonds are not actually being fully funded this year.

Mr. Moyer stated no, I think it is just the opposite. I think part of the Series 2004 bonds are being paid for by the Series 2001 property owners.

Mr. Kessler stated the Series 2004 assessments are all off the tax roll. Starwood gets billed directly for those assessments.

Mr. LeMenager stated I understand.

Ms. Kassel asked then why did they go down 7.9%?

Mr. Kessler stated I do not know what you are looking at, but I do not know why they could have gone down when that debt service has not changed. Something is not correct.

Mr. Berube stated we are looking at the methodology report as part of the budget that was provided by Severn Trent.

Mr. LeMenager stated we are looking at the final page of our current year's adopted budget.

Mr. Moyer stated I will check with the assessment department and see what we can figure out.

Mr. LeMenager stated as I reviewed it, I realized it does not make sense.

Mr. Kessler stated no, it does not make sense.

Mr. Moyer stated they are correct that those assessments are funded off roll, which means we bill it. My recollection is that number did not change. It did not go down.

Mr. LeMenager stated that might not be accurate.

Mr. Moyer stated that is correct.

Ms. Kassel stated I know OUC does not accept partial payments. We are receiving \$100,000 for street lights. Are we just going to transfer that to a line item?

Mr. Kessler stated the way in which the bond document is being drafted, that money can be used to pay down OUC to the extent that you can pay down your obligation to OUC. If you cannot do that, then the money will be added to the other \$100,000, and you would have \$200,000 to be used for project costs. It is important to Mr. Williams from a tax law standpoint that we structure it that way.

Ms. Kassel stated I just want to know how we are going to allocate this.

Mr. Walls stated on the operating side, we have set aside cash to pay these off, so we can couple that cash with the \$100,000 that we are receiving.

Ms. Kassel stated I just wanted to make sure that we are all on the same page in what we are doing with that money.

Mr. Berube stated the second \$100,000 that we are not earmarking will go into the budget and be a line item for future parks or landscaping or capital improvements, whatever we want to call it. We have three years to work that out. We could take that and shuffle money around and pay off a street light contract, and then we would replenish that money afterward. We have 11 contracts to pay off, and we will be able to get it done with 11 of them. The problem is OUC operates very slowly.

Mr. LeMenager stated because they are making 10.5% off those contracts.

Ms. Kassel asked does that second \$100,000, the non-OUC allocated funds, have to be used for capital improvements?

Mr. Williams stated yes, it does.

Ms. Kassel stated so it has to go into a capital improvement line item, not a maintenance line item.

Mr. Moyer stated that is correct.

Mr. Walls stated for a major renovation or expansion or something along those lines.

Mr. Berube stated that would be a capital improvement.

Mr. LeMenager stated we could renovate the area on the corner by the community school.

Ms. Kassel stated that area does not belong to us.

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Mr. Berube stated it is not hard to envision spending money on landscaping or parks or big improvements. This will be something we will deal with. Some of the Supervisors live across from the sports field, and you see the demand for usage there, which is almost seven days a week.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, approval was given to adopt Resolution 2015-05, the delegation resolution refinancing the Series 2004 bonds.

Mr. Qualls stated for the record, I would like to ask the District engineer if he is comfortable to certify this dollar amount of capital improvements that the Board can undertake.

Mr. Boyd stated yes, absolutely. As the Board determines capital improvements it wants to undertake, I will prepare the associated documents that the Board will approve and will become part of the amended engineer's report.

Mr. Williams stated I will ask Mr. Boyd to confirm that you had discussions with the Chairman or other Board members about capital needs, and that it is reasonable to expect that \$200,000 of these bond proceeds will be expended in the next three years for capital projects.

Mr. Boyd stated yes.

FOURTH ORDER OF BUSINESS

Other Business

Mr. Moyer stated we also need to consider a resolution declaring the 2004 project complete.

Mr. Boyd stated for the capital funds that were allocated to the 2004 project, all those improvements have been completed. All additional infrastructure, utilities, and work that were anticipated has been completed. I can certify that the 2004 project is complete.

Mr. Qualls stated I will ask the Board to enter a motion to authorize the Chairman to execute a resolution once we receive that certification from the District engineer.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, approval was given to authorize the Chairman to execute the appropriate resolution declaring the 2004 project complete, once the certification has been received from the engineer.

FIFTH ORDER OF BUSINESS**Supervisor Requests**

Mr. LeMenager stated we had a tragic circumstance recently. A couple dogs were run over in the alley behind our houses by someone probably speeding down the alleys. At the next meeting, I am going to propose that we post speed limit signs, and I will also propose that we install speed bumps in alleys. The same people who had the two little dogs that ran out in the alley have a small child who also runs out in the alley, which is why I always drive 8 to 10 mph when I am behind their house. Unfortunately the dogs were run over, but thankfully it was not the little boy. I just want the Board members to think about this between now and the next meeting. It certainly fits in with capital improvements by buying some speed limit signs for the alleys. Do we have the power to set speed limits on the alleys because we control them?

Mr. Qualls stated if you have the power to set the speed limits, you would certainly want to work with law enforcement to make sure there would be an enforcement mechanism. I will find an answer to the question. I can see how that would be related to maintaining the infrastructure and preserving the infrastructure. I am not saying the answer is yes, but I am saying the answer ought to be yes in my gut reaction opinion. The second part of that is to work with law enforcement to make sure there will be some enforcement mechanism. I know we have discussed this previously, so we should be able to get the sheriff's office to help.

Mr. Berube stated the answer from them will be that they are private alleys and they will not enforce the speed limits.

Mr. LeMenager stated that is why I am suggesting speed bumps.

Mr. Qualls stated they can park near the alley. There are ways to get it done. I think it would be a smart thing to do. I am not opining on the policy, but I would think the sheriff's office would help with people driving too fast and putting kids in danger.

Mr. Walls stated I do not see speeding in my alley. I have never seen a problem on my alley. Some streets have people who speed on them.

Mr. LeMenager stated we cannot control the streets.

Mr. Walls stated we have trouble with enforcement on the public streets. I have a hard time believing they are going to put a lot of time and effort into the alleys.

Mr. LeMenager stated right, so I would like to install speed bumps.

Mr. Walls stated I will not support speed bumps on my alley.

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Mr. Berube stated I have a little experience with speed bumps. I own a rental house in Orlando.

Ms. Kassel stated we have heard about it.

Mr. Berube stated the speed bump is gone and then it is back, and so on. It goes back and forth about the speed bumps.

Mr. Walls stated if it is an issue with a kid running out in the street, it sounds like it is an issue with the kid. I hate to install speed bumps and give everyone a hard time because people cannot take care of their kids or their dogs. That is my view.

Mr. Farnsworth stated you are punishing a large majority for the lunacy of very few people.

Ms. Kassel stated all laws are made for that reason, for the lunacy of very few people.

Mr. Farnsworth stated you do not normally punish the large majority; you punish the offender.

Mr. LeMenager stated if we set a speed limit of 10 or 15 mph in the alleys, it is easy to design speed bumps that are intended to slow cars down to 10 or 15 mph. It is not difficult to do. We certainly have had more than enough discussions over the years about this. I can remember some kids in their trucks who drove pretty fast in the alley.

Ms. Kassel stated the person who hit the dogs does not live on Beargrass or Schoolhouse.

Mr. Berube stated I think they posted that speed was not a factor.

Mr. LeMenager stated we do not believe that to be true.

Ms. Kassel stated it is unknown.

Mr. Berube stated it all comes down to what you set the speed limit to be: 8, 10, 14, 15, 20 mph.

Mr. LeMenager stated we would have to determine that.

Mr. Berube stated we have embarked on an alley refurbishment project in a couple neighborhoods already, and we know we have more to do. Maybe we roll the speed bump issue into an advanced alley refurbishment and try it in one or two alleys to see what residents think, rather than go all out. We have a section of alleys that needs to be redone now in Green, which is where all the kids are.

Mr. LeMenager stated I did not want us to discuss it now. I just wanted everyone to have time to think about it.

Mr. Berube stated that is my first thought, to do an alley refurbishment and put speed bumps where the kids are.

Mr. Farnsworth asked is one of the alleys that needs to be done the place where the accident occurred?

Mr. LeMenager stated yes, not immediately but it is not that far away. Our alleys are only a couple years newer than the ones that were done.

Mr. Berube stated my thought process for the Green neighborhood is, that is where the kids are concentrated. We know those alleys need work now. If we are going to start somewhere, that is as good as any. We will think about this issue for our next meeting.

Ms. Kassel stated we can also ask the residents who live in the Green neighborhood if they would be willing to do a test to see if it is something they want.

Mr. Berube stated we can ask all the neighborhoods what they think and get feedback in a couple days from the Facebook page. People will tell you what they think.

Mr. Qualls stated I want the record to reflect that Chapter 190, Florida Statutes, says you have to do a seven-day notice for a public meeting unless it is an emergency meeting. The reason we advised this as an emergency was because the fluctuation in the market and what I understood the desire of the Board to try and save money with the refinancing. I have a memorandum that I will provide to everyone, but that is why we opined that a three-day notice was more than adequate for a meeting of this nature.

Ms. Kassel asked was the meeting advertised publicly?

Mr. Qualls stated yes, it was advertised in the newspaper and on the website.

Mr. Berube stated the meeting signs were also put out.

SIXTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Thursday, April 30, 2015, at 6:00 p.m.

The meeting was adjourned at 6:20 p.m.
--

Gary L. Moyer, Secretary

Steve Berube, Chairman

Fourth Order of Business

RESOLUTION NO. 2015- 05

A RESOLUTION OF HARMONY COMMUNITY DEVELOPMENT DISTRICT AMENDING A PROVISION OF SECTION 5 OF DISTRICT RESOLUTION NO. 2015-04; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 26, 2015 the Board of Supervisors of Harmony Community Development District adopted Resolution No. 2015-04 (the "Original Resolution"), authorizing the issuance by the District of its Capital Improvement Revenue Refunding Bonds Series 2015 (the "2015 Bonds"), and the execution of a Bond Purchase Agreement for such Bonds provided the pricing of the 2015 Bonds complied with Section 5 of the Original Resolution; and

WHEREAS, the District has determined that a portion of the debt service savings generated from the issuance of the 2015 Bonds should be applied to finance the costs of certain assessable improvements (the "Project") providing special benefit to the properties specially benefited by the assessable improvements to be refinanced with proceeds of the 2015 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") hereby determines that such amendment is in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT, as follows:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Original Resolution.

SECTION 2. Amendment of Section 5 of Resolution No. 2015-04. Section 5 of Resolution No. 2015-04 is amended to read as follows:

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the amount of 2004 Assessments (as defined in the Supplemental Indenture) in each year shall be at least nine percent (9.0%) less than the amount of the special assessments pledged to the Refunded Bonds in each such year, (ii) the principal amount of the 2015 Bonds shall not exceed the outstanding principal amount of the Refunded Bonds at the time of issuance of the 2015 Bonds which payment is not provided for from other legally available District moneys (iii) the 2015 Bonds shall be subject to optional redemption no later than May 1, 2026 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date (iv) the final maturity of the 2015 Bonds shall be no later than May 1, 2036 the final maturity of the Refunded Bonds and (v) not in excess of \$200,000 of proceeds of the 2015 Bonds shall be available to pay Project costs. Execution by the

Chairman or Vice Chairman of the Contract shall be deemed to be conclusive evidence of approval of such changes.

SECTION 3. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

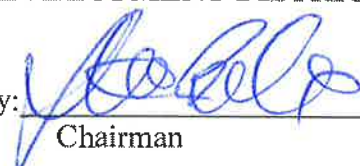
SECTION 4. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 5. Continuing Effect of Resolution No. 2015-04. Except as hereby amended, Resolution No. 2015-04 of the District hereby remains in full force and effect.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 8th day of April, 2015.

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Chairman

Attest:

By: 
Secretary

**Harmony CDD
Refinancing Summary**

Average Coupon	5.04%
Arbitrage Yield	4.61%

<u>Date</u>	<u>Prior Debt Service</u>	<u>Refunding Debt Service</u>	<u>Savings</u>	<u>% Savings</u>
5/1/2016	\$1,223,275	\$1,058,632	\$164,643	13.46%
5/1/2017	\$1,222,350	\$1,058,481	\$163,869	13.41%
5/1/2018	\$1,225,075	\$1,058,106	\$166,969	13.63%
5/1/2019	\$1,226,113	\$1,062,169	\$163,944	13.37%
5/1/2020	\$1,225,463	\$1,061,031	\$164,431	13.42%
5/1/2021	\$1,228,125	\$1,063,944	\$164,181	13.37%
5/1/2022	\$1,223,763	\$1,060,669	\$163,094	13.33%
5/1/2023	\$1,227,713	\$1,061,444	\$166,269	13.54%
5/1/2024	\$1,224,300	\$1,061,031	\$163,269	13.34%
5/1/2025	\$1,223,863	\$1,059,431	\$164,431	13.44%
5/1/2026	\$1,221,063	\$1,056,644	\$164,419	13.47%
5/1/2027	\$1,220,900	\$1,055,381	\$165,519	13.56%
5/1/2028	\$1,223,038	\$1,057,581	\$165,456	13.53%
5/1/2029	\$1,227,138	\$1,062,988	\$164,150	13.38%
5/1/2030	\$1,222,863	\$1,056,344	\$166,519	13.62%
5/1/2031	\$1,220,550	\$1,053,163	\$167,388	13.71%
5/1/2032	\$1,219,863	\$1,053,188	\$166,675	13.66%
5/1/2033	\$1,220,463	\$1,056,163	\$164,300	13.46%
5/1/2034	\$1,217,013	\$1,051,831	\$165,181	13.57%
5/1/2035	\$1,219,513	\$1,055,450	\$164,063	13.45%
5/1/2036	\$1,222,288	\$1,056,506	\$165,781	13.56%

RESOLUTION 2015-06

A RESOLUTION OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT ACCEPTING AS COMPLETE THE PROJECT FINANCED WITH PROCEEDS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2004 AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Pursuant to Resolutions 2004-13 and 2004-14, the Harmony Community Development District (the "District") issued its Capital Improvement Revenue Bonds, Series 2004 to finance various public infrastructure and other public improvements (the "2004 Project"); and

WHEREAS, the District has been provided a certificate of the District Engineer that the 2004 Project has been completed and that the "Date of Completion" as defined in the Master Trust Indenture and the Fourth Supplemental Indenture Dated as of December 1, 2004 by and between the District and Trustee ("the Fourth Supplemental Indenture") has been achieved; and

WHEREAS, Section 170.09, Florida Statutes, provides that following the determination that a Project has been completed, a community development district should adopt a resolution accepting the same.

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

1. The 2004 Project has been completed and is hereby accepted by the District.
2. This Resolution shall become effective immediately upon its adoption.

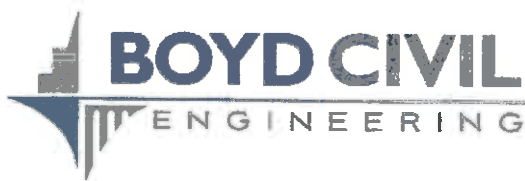
ADOPTED this 8th day of April, 2015.

Harmony Community Development District

Steve Berube
Chairman

[seal]
Attest:

Gary L. Moyer
Secretary



6824 Hanging Moss Road • Orlando, Florida 32807

407-494-2693 • www.BoydCivil.com

April 8, 2015

Mr. Gary Moyer
District Manager
Harmony Community Development District
610 Sycamore Street, Suite 140
Celebration, FL 34747

Re: Certification of Completion
Harmony CDD Capital Improvements as Described in the Engineer's Report

Dear Mr. Moyer,

As the District Engineer for the Harmony CDD, I hereby provide the following certifications:

1. Infrastructure Improvements as described in the Harmony CDD District Engineer's Report (Last Updated July 2004) are complete including but not limited to all improvements funded with proceeds of the District's Capital Improvement Revenue Bonds, Series 2004.
2. There are no outstanding capital construction obligations of the CDD.
3. Infrastructure has been completed in accordance with the plans and permits. Constructed facilities have been transferred to the appropriate governmental entity having charge of such operation and maintenance, or will be within the normal due course of business.

Please contact me if there should be any questions regarding the above.

Sincerely,

A handwritten signature in blue ink, appearing to read "S.N. Boyd", is written over a blue circular stamp or seal.

Steven N. Boyd, P.E.



No.35

CERTIFICATE OF DISTRICT ENGINEER


The undersigned authorized representative of BOYD CIVIL ENGINEERING, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

This certificate is furnished pursuant to Section 8(c)(19) of the Bond Purchase Agreement dated April 16, 2015 (the "Purchase Agreement"), by and between Harmony Community Development District (the "District") and fmsbonds, Inc. with respect to the \$13,530,000 Harmony Community Development District Capital Improvement Revenue Refunding Bonds, Series 2015 (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Agreement or the Preliminary Limited Offering Memorandum dated April 10, 2015 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated April 16, 2015 (the "Limited Offering Memorandum") and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"), as applicable.

1. The Engineers have been retained by the District to act as consulting engineers.
2. The 2001 Project and the 2004 Project have been completed.
3. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Development as described in the Limited Offering Memoranda have been received; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete the development of the Development as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained in due course as required or necessary for the development of the Development as described in the Limited Offering Memoranda and all appendices thereto.
4. There is adequate water and sewer service capacity to serve the Development within the District.
5. The District's capital improvement plan includes publically available capital improvements with an estimated cost in excess of \$200,000 that can be completed within the next 3 years.

Date: April 8, 2015

BOYD CIVIL ENGINEERING, INC.

By: 
 Print Name: STEVEN N. BOYD
 Title: DISTRICT ENGINEER

Fifth Order of Business

HARMONY CDD
Fund Balance Analysis for
Street Light Buy Down

Per Audit:

September 30, 2014, fund balance	\$ 856,923
Less prepaid	<u>164,438</u>
Total fund balance	<u>\$ 692,485</u>

Recommended Allocation:

Fund balance	<u>\$ 692,485</u>
--------------	-------------------

Less:

Operating Reserve	250,000
R&R	99,188
Self Insurance	50,000
Sidewalk (Exhibit A in the budget)	<u>60,000</u>
Subtotal	\$ 233,297

Plus:

2015 budget for street light buyout	<u>108,697</u>
Total	\$ 341,994

Less:

Phase 1 1-R-N payoff	<u>469,788</u>
Shortfall	<u>\$ 127,794</u>

OUC Streetlights Buydown

Contract	Date	\$/Month	Est.Payoff	Est.Savings
Phase 1I-R-N	7/03	7370	469,788	259,842
Phase 1 A	7/03	336	21,431	11,833
Town Center	8/03	658	42,196	11,165
Cypress 2	3/05	2155	153,523	77,538
Drake 1	4/05	704	50,363	26,084
Phase 2 I-R	7/06	2207	168,582	114,755
Ashley 1	8/06	2203	168,895	116,691
Green	4/07	2970	234,546	181,248
Phase 3 I-R	6/07	3099	246,426	195,203
Drake 2	5/08	2713	504,450	200,727
		24,415	2,060,200	1,195,086

All data from Spreadsheets previously provided by B.Nicholas 1/14; figures not adjusted for interest cost during that 15 month period.

"Est.Payoff" & "Est.Savings" decline by "\$/Month" with each passing month. But, like the previous line, that is only approximate as interest costs are not included.

Only contracts over 10 years old can be bought out. OUC monthly bill will drop by approximate "\$/month" in column 3 after buyout.

Subject to OUC audit as to final buyout cost//actual savings when payoff request is made.

The "best bang for the buck" IS the oldest contract as a 470K investment yields a \$7370/mo savings; the next 5 yields a \$6060 saving on a \$436K investment.

Spberube 03/15

Sixth Order of Business

6A.i.

MAINTENANCE REPORT

CUSTOMER Harmony DATE 4-8-2015

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Jon Avance/Kenny Raley

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								
4,20,23	x				x									
22,29	x				x		x							
15,14,11	x					x								
13,12,17	x				x									
16,18,10	x					x								
19,1,5	x					x								
9 (irrigation)														
6,7,8	x				x			x						

TARGETED VEGETATION Cat-tails, Torpedo grass, Alligator weed, Penny wort, Cogon grass,

primrose willow, filamentous algae

ADDITIONAL NOTES / CONCERNS Alligator weed on pond 27 appears to be a type of water

primrose. Which we will treat on our next visit.

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

6B.i.

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

April 2015

4.1 Turf

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

Week ending 04/04/15
 Week ending 04/11/15*
 Week ending 04/18/15

Mowing for the balance of April is scheduled as follows:

Week ending 04/25/15

Note: Certain portions of the property were not mowed during this time frame due to signs of stress within turf areas related to existing weather patterns and conditions. It was determined it would be in the best interest to refrain from running mowing equipment across these areas to prevent excessive potential damage while corrective action is taken to alleviate stress factors.

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 the week of 4/13/15. Next application(s) scheduled the week of 5/11/15. Selected applications (spot treat). Zoysia at Estates entry, Ashley Park dollarweed.

4.1.5 Fertilization

- a. Next application scheduled for July. Supplemental applications to selected areas in process.

4.1.6 Pest Control

- a. Select areas treated for chinch bug activity. Follow-up application the week of 4/27/15. Dog Park, East entrance/ Five Oaks, Five Oaks between Schoolhouse and Catbrier.
- 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 completed. Next fertilization the week of 4/20/15.

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
- c. New bedding location installed at Catbrier/ Five Oaks turn-about

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. Viburnum scale and fungus treated at Dog Park and Ashley Park.
- 4.3.6 Mulching
 - a. Touch-up as needed
- 4.3.7 pH Adjustment

4.4 Tree Care

- 4.4.1 Pruning
 - a. Elevation/ Canopy
 - 1. Catbrier completed
 - 2. Five Oaks Drive (between Catbrier and Square) in progress
 - b. General sucker removal throughout.
 - c. Tree transplant(s): Three (3) Laurel Oaks, one (1) Magnolia Schoolhouse Rd (Sundial)
- 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 Penra 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# pending – Catbrier landscape project, in progress

Eighth Order of Business

8Ci.

March 2015/ April 2015

Facility / Park Maintenance Activities

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event.
- Sidewalk grinding almost done. Estates left.
- Started Power washing project on Dog Park and pavilions.
- Replanted 4 donated trees into Lake Shore Park nearby Sun dial.
- Refurbishment landscaping Cat Brier at this time ongoing.
- Replaced 2 motors on filter and feature pump by Wesco at the Water feature.
- Ordered new parts for Play area LSP.
- Prepared Boathouse reroofing project Farrel Construction color will be Weathered wood
- Prepared Footers install for Shade Structure Ashley Park pool. Quote of \$ 880 is approved.
- Ongoing refurbishment park benches.
- Small Pergola at play area in the Green neighborhood needs refurbishment. Wood is in bad condition.

Irrigation Maintenance

- Continue to replace broken and clogged irrigation heads and routine maintenance activities.
- Issue with entrance Maxicomm wire damage through digging for new entrance H2. Followed up with Kent Foreman and Insight irrigation
- All Clocks inspected & adjusted as needed.
- Bubblers have been added to newly planted trees.
- Several breaks repaired on property.
- Maxicomm optimized for Summer.

Pools Operations

- Pools checked, chemically balanced and cleaned daily.
- New filter pump motor has been installed at Kiddie Pool.

Boat Maintenance

- All propellers weekly checked and cleaned.
- A start button has been replaced for the rescue boat.

Buck Lake Activities

- Boat Orientation held at the Pavilion, 8 attended.

One person was denied Boat orientation because he had not scheduled this class and had no Access card.

Access Cards

- There has been a glitch in the system. Some residents cards would not work.
Problem resolved.
- Approximately 50 cards have been made this month.
- Would like to discuss the possibility of taking over the entire process of registration.

Facebook report March April 2015

March 20th

Resident had a concern on mowing the pond at the back of Bluestem.
Resolved by Davey mowing the pond the same day

March 20th

Resident had a concern on raised sidewalk on Blazing Star
Resolved by Staff member grinding sidewalk

Same resident had concern of kids letting people in the pools.
Advised to resident to call CDD staff if she sees it happen.

March 20th

Resident requested the pavilion at the dog park could use a power wash especially the ceiling.

Followed up and explained to resident, we will start our power wash program in May. Priority is with sidewalk program to be finished first for safety.

March

Residents where asking for the Water feature to be repaired.
Water feature has been repaired. Parts had to be ordered. That was the reason for the delay.

Resident had a concern on the cleanliness of the dog drinking bowls. Ordered new bowls.

Also concern on grounds of seating area at big dog park. Solution pending.

Resident had a concern on a broken part of Play area Lake shore park. Parts ordered and pending.

Resident was criticizing the ID checks at the Swim club on Harmony Families.

Resident was caught having 2 beers in his hand earlier that day stating it was strong apple juice.

Resident has been sent an e-mail with a warning of alcohol abuse in the pool area.

March 21st

Resident followed up on CDD staff checking ID for Pools. He said it was great CDD staff is present to do checks.

He asked though to look for Alcohol abuse in pools. It seems residents use alcohol at pools.

March 22nd

Concern of resident on the way a ID check was performed by CDD staff member. Resident was in the belief, CDD staff member was not wearing Staff shirt. Also resident was concerned on hearing from other pool guests, CDD staff is videoing guests on their phone.

Followed up with resident and CDD staff member. Situation resolved.

Video footage showed ,CDD staff member was wearing staff shirt and footage also showed no evidence of staff using phone to video guests. CDD staff is strictly forbidden to video with their company phones. There is also no need since CDD has camera system running 24/7 at both pools. Residents are notified of cameras when they enter pools by signs at gate.

March 25th

Resident was requesting access card clarification on DL and expressed a concern on Harmony Families Issue known to CDD board and was solved during March meeting.

Regularly Question on Opening Closing of CDD amenities. Answered all requests.

Received compliment from resident on sidewalk Grinding through PM

April 11th request for ant removal at Soccerfield. The field has been sprayed that week.

Request from resident through PM to repair the swing set at the new development Rosewood (H1). Followed up with HDC and it is repaired as of the 20th

Requests from residents through PM and TEXT for failing Access cards. Problems resolved.

End of report

8Cii.

HARMONY CDD

Gerhardvan der Snel

Date	Resident	Time	M	F	S	Total	20'	16'	18'	14'	Sail	Canoe	Kayak	Comments
			W	S	S	Pass	Pont	Pont	Bass	Fish	Boat			
			Th											
3/16/2015	Gary Dragone	11:00 - 2:00 PM	X			5	X							
3/18/2015	Donald Rice	8:30 - 11:30 AM				2			X					
3/18/2015	Paul Demling	10:30 - 1:30 PM				2	X							
3/19/2015	Eva Horner	8:00 - 10:30 AM				2			X					
3/19/2015	Eva Horner	8:00 - 10:30 AM				1							X	
3/19/2015	Eva Horner	8:00 - 10:30 AM				1							X	
3/19/2015	Nicole Seago	9:30 - 12:30 PM				2			X					
3/20/2015	Heather and Allan Racine	11:00 - 2:00 PM				2	X							
3/21/2015	Joe Brotzman	8:00 - 11:00 AM				8	X							
3/21/2015	Joe Zubel	10:00 - 12:00 PM				4		X						
3/22/2015	Donald Rice	8:00 - 11:00 AM		X		2			X					
3/22/2015	ortiz	10:00 - 1:00 PM		X		4	X							
3/22/2015	Laura Lennox	3:30 - 6:30 PM		X		7	X							
3/23/2015	Madeline Visciano	8:00 - 11:00 AM	X			6	X							
3/23/2015	Mark Greetham	10:00 - 1:00 PM	X			3		X						
3/25/2015	Donald Rice	8:00 - 11:00 AM				2			X					
3/25/2015	Paul Demling	11:30 - 2:00 PM				2		X						
3/27/2015	Kerul Kassel	8:00 - 8:30 AM				1							X	
3/27/2015	Kerul Kassel	8:00 - 8:30 AM				1							X	
3/27/2015	Kerul Kassel	8:00 - 8:30 AM				1							X	
3/27/2015	Ray Walls	8:00 - 11:00 AM				3		X						
3/27/2015	Kerul Kassel	8:00 - 8:30 AM				1							X	
3/27/2015	Hector Rivera	11:30 - 1:30 PM				5	X							
3/27/2015	Mark Greetham	12:00 - 3:00 PM				3		X						
3/27/2015	Michael Goodhue	3:00 - 5:00 PM				3	X							
3/28/2015	Connie Schneckenberg	9:30 - 11:30 AM				1							X	
3/28/2015	Connie Schneckenberg	9:30 - 11:30 AM				1							X	
3/28/2015	Elissa Hill	11:00 - 2:00 PM				3		X						
3/28/2015	Mark Greetham	12:30 - 2:30 PM				3	X							
3/28/2015	Adam Godfrey	1:00 - 4:00 PM				7	X							
3/28/2015	MELONY OSTERHOUT	2:30 - 5:00 PM				8	X							
			5	11	202	24	12	12	0	0	2	14		
Total Passengers: 202														
Total Trips: 64														

Date	Resident	Time	M W Th	F S S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
3/29/2015	Donald Rice	8:00 - 11:00 AM		X	2			X					
4/1/2015	William Dawes	7:30 - 10:30 AM			1							X	
4/1/2015	William Dawes	7:30 - 10:30 AM			1							X	
4/1/2015	Donald Rice	8:00 - 11:00 AM			2			X					
4/1/2015	Paul Demling	10:00 - 1:00 PM			2		X						
4/1/2015	Heather and Allan Racine	11:00 - 2:00 PM			2	X							
4/2/2015	Butcofski	3:00 - 5:00 PM			7	X							
4/3/2015	Bill Gene Smith	10:00 - 12:30 PM			7	X							
4/3/2015	Bill Gene Smith	10:00 - 12:30 PM			2						X		
4/3/2015	Bill Gene Smith	10:00 - 12:30 PM			1							X	
4/4/2015	ortiz	10:00 - 12:00 PM			8	X							
4/4/2015	Cathy Kimura	11:00 - 2:00 PM			2						X		
4/4/2015	Norman Berio	12:30 - 1:00 PM			5	X							
4/4/2015	cathryn ortiz	3:00 - 5:00 PM			6	X							
4/4/2015	John McLees	4:00 - 5:00 PM			4		X						
4/5/2015	William Dawes	8:00 - 10:00 AM		X	1							X	
4/5/2015	William Dawes	8:00 - 10:00 AM		X	1							X	
4/5/2015	William Dawes	8:00 - 10:00 AM		X	1							X	
4/5/2015	Stacy Whitmore	2:00 - 4:00 PM		X	4	X							
4/5/2015	John McLees	4:30 - 5:00 PM		X	4		X						
4/6/2015	jackie thomas	9:00 - 11:00 AM	X		6	X							
4/6/2015	Paul Demling	10:00 - 1:00 PM	X		2		X						
4/8/2015	Donald Rice	7:30 - 10:30 AM			2			X					
4/8/2015	BRYAN DESCHAMPS	1:00 - 4:00 PM			8	X							
4/9/2015	Nicole Seago	10:00 - 1:00 PM			1			X					
4/9/2015	Gene Seago	10:00 - 1:00 PM			4	X							
4/10/2015	Scott Toomey	8:00 - 11:00 AM			2		X						
4/10/2015	Nicole Seago	9:00 - 11:30 AM			1			X					
4/11/2015	Nicole Seago	10:00 - 1:00 PM			1			X					
4/11/2015	Duke Walker	10:30 - 12:30 PM			4	X							
4/11/2015	Eunice Sines	11:00 - 2:00 PM			2		X						
4/12/2015	Donald Rice	7:30 - 10:30 AM		X	2			X					
4/12/2015	Lisa Towe	11:00 - 2:00 PM		X	8	X							
			5	11	202	24	12	12	0	0	2	14	
Total Passengers: 202													
Total Trips: 64													

Ninth Order of Business

9A.

MEMORANDUM



TO: Board of Supervisors
FROM: Tiziana Cessna, District Accountant
CC: Gary Moyer, District Manager / Stephen Bloom, Accounting Manager
DATE: April 10, 2015
SUBJECT: Harmony CDD – March Financial Report

Please find attached the March 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 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.

General Fund

- Total Revenue through March was approximately 60% of the annual budget, this includes;
 - ▶ Non Ad Valorem Assessments collections are at 72% same as last year at the same time.
 - ▶ Non Ad Valorm Assessments CDD collected are collected in monthly installments. As of March, the collection were at 50% of the annual budget.

- Total Expenditures through March were at 106% of the YTD budget and 50% of the annual budget. Unfavorable variance is mostly due to the streetlights, which were installed by March.
 - ▶ ProfServ-Field Management - The District 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.
 - ▶ Cap Outlay-Streetlights - The expense for the buy-down of the 36 streetlights for the neighborhood H-1 were installed as of March. A budget amendment will be necessary at the end of the fiscal year to formally acknowledge the change.
 - ▶ R&M Roads & Alleyways - Alley paving is substantially finished. After some repairs and inspection the retainage will be paid.

Page 2

Re: March Financials



Debt Service Series 2004 and 2014

- Total Revenue through March were approximately 56% of the annual budget.
 - ▶ Non Ad Valorem Assessments collections are at 72% same as last year at the same time.
 - ▶ Non Ad Valorm Assessments CDD collected - 1st DS assessment FY 2015 installment received
 - ▶ Due to the refinance of the Series 2001, the November 1st interest payment was not required.

Other Notes.

- The District purchased a 4 Wheeler vehicle.
- Due to the refinancing of the Series 2001 Bonds with Series 2014 Bonds, the deferred revenue was used to pay off the Series 2001 bonds.

HARMONY
Community Development District

Financial Report

March 31, 2015

Prepared by



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**Harmony
Community Development District**

Financial Statements

(Unaudited)

March 31, 2015

Balance Sheet
March 31, 2015

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>2004 DEBT SERVICE FUND</u>	<u>2014 DEBT SERVICE FUND</u>	<u>TOTAL</u>
<u>ASSETS</u>				
Cash - Checking Account	\$ 261,467	\$ -	\$ -	\$ 261,467
Acct Receivable-Returned Items	20	-	-	20
Investments:				
Certificates of Deposit - 12 Months	100,400	-	-	100,400
Money Market Account	715,110	-	-	715,110
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	-	45,561	857,582	903,143
TOTAL ASSETS	\$ 1,076,997	\$ 928,523	\$ 1,694,046	\$ 3,699,566
<u>LIABILITIES</u>				
Accounts Payable	\$ 19,781	\$ -	\$ -	\$ 19,781
Accrued Expenses	75,050	-	-	75,050
Retainage Payable	9,014	-	-	9,014
Accrued Wages Payable	800	-	-	800
Deposits	500	-	-	500
TOTAL LIABILITIES	105,145	-	-	105,145
<u>FUND BALANCES</u>				
Restricted for:				
Debt Service	-	928,523	1,694,046	2,622,569
Assigned to:				
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
Unassigned:	218,394	-	-	218,394
TOTAL FUND BALANCES	\$ 971,852	\$ 928,523	\$ 1,694,046	\$ 3,594,421
TOTAL LIABILITIES & FUND BALANCES	\$ 1,076,997	\$ 928,523	\$ 1,694,046	\$ 3,699,566

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 2,500	\$ 1,248	\$ 1,065	\$ (183)
Interest - Tax Collector	-	-	50	50
Special Assmnts- Tax Collector	811,192	675,995	585,888	(90,107)
Special Assmnts- CDD Collected	975,837	487,918	487,918	-
Special Assmnts- Discounts	(32,448)	(27,040)	(22,207)	4,833
Access Cards	-	-	600	600
TOTAL REVENUES	1,757,081	1,138,121	1,053,314	(84,807)
EXPENDITURES				
Administration				
P/R-Board of Supervisors	11,200	5,600	5,400	200
FICA Taxes	857	427	413	14
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-
ProfServ-Dissemination Agent	500	500	1,500	(1,000)
ProfServ-Engineering	5,000	2,502	4,201	(1,699)
ProfServ-Legal Services	30,000	15,000	12,216	2,784
ProfServ-Mgmt Consulting Serv	55,984	27,990	27,992	(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	4,700	1,500	3,200
Postage and Freight	750	378	318	60
Rental - Meeting Room	-	-	375	(375)
Insurance - General Liability	27,534	27,534	25,512	2,022
Printing and Binding	2,500	1,248	1,085	163
Legal Advertising	500	254	97	157
Misc-Assessmnt Collection Cost	16,224	13,520	11,274	2,246
Misc-Contingency	500	254	48	206
Office Supplies	500	254	33	221
Annual District Filing Fee	175	175	175	-
Total Administration	182,187	120,137	110,969	9,168

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Field				
ProfServ-Field Management	210,000	105,000	83,617	21,383
Total Field	210,000	105,000	83,617	21,383
Landscape Services				
R&M-Grounds	21,961	10,980	10,981	(1)
R&M-Irrigation	20,000	10,002	4,409	5,593
R&M-Tree Trimming Services	20,000	10,002	-	10,002
R&M-Trees and Trimming	20,286	10,143	10,143	-
R&M-Turf Care	259,866	129,933	129,933	-
R&M-Shrub Care	119,351	59,676	59,675	1
Miscellaneous Services	15,000	7,500	6,252	1,248
Total Landscape Services	476,464	238,236	221,393	16,843
Utilities				
Electricity - General	32,000	16,002	18,423	(2,421)
Electricity - Streetlighting	90,206	45,104	35,851	9,253
Utility - Water & Sewer	105,000	52,500	38,937	13,563
Lease - Street Light	296,909	148,454	148,454	-
Misc-Contingency	31,218	15,609	-	15,609
Cap Outlay - Streetlights	108,697	-	161,852	(161,852)
Total Utilities	664,030	277,669	403,517	(125,848)
Operation & Maintenance				
Contracts-Lake and Wetland	20,000	10,002	7,848	2,154
Communication - Telephone	5,000	2,502	1,905	597
Utility - Refuse Removal	2,700	1,350	1,377	(27)
R&M-Pools	30,000	15,000	13,151	1,849
R&M-Roads & Alleyways	65,000	65,000	60,090	4,910
R&M-Sidewalks	5,000	2,502	3,924	(1,422)
R&M-Equipment Boats	7,500	3,750	962	2,788
R&M-Equipment Vehicles	7,500	3,750	2,818	932
R&M-Parks & Facilities	37,000	18,498	17,775	723
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	2,502	-	2,502

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 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>
Misc-Contingency	8,000	4,002	1,859	2,143
Misc-Security Enhancements	2,500	1,252	1,177	75
Cap Outlay - Other	15,000	-	-	-
Cap Outlay - Vehicles	9,200	9,200	5,147	4,053
Total Operation & Maintenance	<u>224,400</u>	<u>141,810</u>	<u>118,887</u>	<u>22,923</u>
TOTAL EXPENDITURES	1,757,081	882,852	938,383	(55,531)
Excess (deficiency) of revenues Over (under) expenditures	-	255,269	114,931	(140,338)
Net change in fund balance	<u>\$ -</u>	<u>\$ 255,269</u>	<u>\$ 114,931</u>	<u>\$ (140,338)</u>
FUND BALANCE, BEGINNING (OCT 1, 2014)	856,921	856,921	856,921	
FUND BALANCE, ENDING	<u>\$ 856,921</u>	<u>\$ 1,112,190</u>	<u>\$ 971,852</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 100	\$ 48	\$ 230	\$ 182
Special Assmnts- Tax Collector	66,567	55,475	48,079	(7,396)
Special Assmnts- CDD Collected	1,099,420	466,368	466,368	-
Special Assmnts- Discounts	(2,663)	(2,220)	(1,822)	398
TOTAL REVENUES	1,163,424	519,671	512,855	(6,816)
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	1,331	1,110	925	185
Total Administration	1,331	1,110	925	185
Debt Service				
Principal Debt Retirement	290,000	-	-	-
Interest Expense	933,188	466,594	466,594	-
Total Debt Service	1,223,188	466,594	466,594	-
TOTAL EXPENDITURES	1,224,519	467,704	467,519	185
Excess (deficiency) of revenues Over (under) expenditures	(61,095)	51,967	45,336	(6,631)
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	61,095	61,095	-	(61,095)
TOTAL FINANCING SOURCES (USES)	61,095	61,095	-	(61,095)
Net change in fund balance	\$ -	\$ 113,062	\$ 45,336	\$ (67,726)
FUND BALANCE, BEGINNING (OCT 1, 2014)	883,187	883,187	883,187	
FUND BALANCE, ENDING	\$ 883,187	\$ 996,249	\$ 928,523	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 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>
REVENUES				
Interest - Investments	\$ 100	\$ 48	\$ 36	\$ (12)
Special Assmnts- Tax Collector	1,080,894	900,745	780,684	(120,061)
Special Assmnts- Prepayment	-	-	34,006	34,006
Special Assmnts- CDD Collected	255,886	75,754	75,754	-
Special Assmnts- Discounts	(43,236)	(36,030)	(29,590)	6,440
TOTAL REVENUES	1,293,644	940,517	860,890	(79,627)
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	21,618	18,015	15,022	2,993
Total Administration	21,618	18,015	15,022	2,993
Debt Service				
Principal Debt Retirement	260,000	-	-	-
Interest Expense	597,819	-	-	-
Total Debt Service	857,819	-	-	-
TOTAL EXPENDITURES	879,437	18,015	15,022	2,993
Excess (deficiency) of revenues Over (under) expenditures	414,207	922,502	845,868	(76,634)
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	(61,095)	(61,095)	-	61,095
Contribution to (Use of) Fund Balance	353,112	-	-	-
TOTAL FINANCING SOURCES (USES)	292,017	(61,095)	-	61,095
Net change in fund balance	\$ 353,112	\$ 861,407	\$ 845,868	\$ (15,539)
FUND BALANCE, BEGINNING (OCT 1, 2014)	848,178	848,178	848,178	
FUND BALANCE, ENDING	\$ 1,201,290	\$ 1,709,585	\$ 1,694,046	

**Harmony
Community Development District**

Supporting Schedules

March 31, 2015

**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
ASSESSMENTS LEVIED FY 2015 (1)				\$ 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
03/06/15	19,609	241	400	20,250	8,387	688	11,175
TOTAL	\$ 1,333,811	\$ 53,619	\$ 27,221	\$ 1,414,651	\$ 585,888	\$ 48,079	\$ 780,684
% COLLECTED				72%	72%	72%	72%
TOTAL OUTSTANDING				\$ 544,001	\$ 225,302	\$ 18,488	\$ 300,210

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
ASSESSMENTS LEVIED FY 2015	\$ 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
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	-	-
03/31/15	81,320	81,320	-	-
TOTAL	\$ 948,722	\$ 487,920	\$ 466,368	\$ 75,754
% COLLECTED	41%	50%	42%	30%
TOTAL OUTSTANDING	\$ 1,382,420	\$ 487,917	\$ 633,052	\$ 180,132

Cash and Investment Report
March 31, 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%	\$257,806
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$1,000
Checking Account	CenterState Bank	Business Checking Account	n/a	0.05%	\$2,661
Subtotal					\$261,467
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%	\$353,654
Money Market Account	BankUnited	Money Market Account	n/a	0.35%	\$352,467
Subtotal					\$715,110

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%	\$45,561
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%	\$857,582
Subtotal					\$2,622,568
Total					\$3,699,544

9B.

HARMONY
Community Development District

Debit Card invoices

March 1 - March 31, 2015

**Monthly Debit Card Purchases
March 31, 2015**

Date	Vendor	Description	Amount
3/2/2015	Amazon	2 Umbrella Base	29.46
3/2/2015	Amazon	Umbrella 7-1/2 feet Aluminium push button tilt patio Style	81.00
3/2/2015	Amazon	Umbrella 7-1/2 feet Aluminium push button tilt patio Style	81.00
3/2/2015	Amazon	Submersible Boat Bilge Water Pump	19.85
		2 Heavy Duty Elongated Commercial Toilet Seat	58.50
3/3/2015	Amazon	Master Lock Resettable Combination Lock Magnum	21.36
3/3/2015	L2GFL Fingerprint	Irrigation	153.50
3/4/2015	Amazon	2 Umbrella Base	29.46
3/4/2015	Amazon	Umbrella Base	14.73
3/4/2015	Amazon	Umbrella Base	14.73
3/4/2015	Amazon	Umbrella Base	14.73
3/4/2015	Amazon	Umbrella 7-1/2 feet Aluminium push button tilt patio Style	65.59
3/4/2015	Amazon	Umbrella 7-1/2 feet Aluminium push button tilt patio Style	65.59
3/4/2015	Amazon	Umbrella 7-1/2 feet Aluminium push button tilt patio Style	65.59
3/4/2015	Amazon	Umbrella 7-1/2 feet Aluminium push button tilt patio Style	65.59
3/4/2015	Amazon	Umbrella 7-1/2 feet Aluminium push button tilt patio Style	81.00
3/4/2015	Amazon	Umbrella 7-1/2 feet Aluminium push button tilt patio Style	81.00
3/6/2015	Amazon	2 Pempko Door Bottom Sweep, Clear Anodized Aluminum Nylon Brush	31.68
3/4/2015	PayPal JLFabriacto	Polaris Parking Brake cable	40.00
3/4/2015	Sunoco	Fuel	34.32
3/6/2015	UPS	JCP Inktoner	15.32
3/9/2015	Amazon	Husqvarna 2 Stroke 170 MPH Gas Powered Handhled Blower	159.00
3/9/2015	Amazon	Umbrella Base	14.73
3/9/2015	Amazon	Umbrella Base	14.73
3/10/2015	Amazon	LED Monitor	119.99
3/12/2015	Sunoco	Fuel	40.52
3/12/2015	Paypal Kosinintern	Carburetor Carb for Ryobi Homelite	14.98
3/13/2015	Amazon	Cabel Matters VGA Monitor	6.99
3/13/2015	Amazon	Air Filter	6.96
3/16/2015	Amazon	LaMotte Liquid Reagent indicator	23.96
		LaMotte Liquid Reagent	12.32
3/16/2015	Amazon	LaMotte Liquid Reagent	12.32
3/17/2015	Partzilla	ASM Caliper	95.36
3/23/2015	Amazon	JCPInktoner - return Inkjet Cartridges	(85.99)
3/17/2015	Amazon	Sub Mini Push Button Momentary Switch	5.99
3/18/2015	Sunoco	Fuel	44.30
3/18/2015	WAWA	Fuel	13.09
3/20/2015	Amazon	6 Boardwalk Green Folded Towels	177.60
3/20/2015	PlasticPlace	Trash Bags	177.36
3/23/2015	Amazon	Carb Adjustment Tool Pac Man	11.99
3/23/2015	Sunoco	Fuel	37.33
3/30/2015	Amazon	Gloves	74.95
3/30/2015	Amazon	HP 951 Cyan Ink Cartridge	47.97
3/30/2015	Amazon	Stainless Steel Food and Water Bowl	34.28
3/30/2015	Amazon	Scotch Brite General Purpose Scouring Pad	18.65
3/30/2015	Amazon	Boardwalk Bath Tissue	41.18
3/30/2015	Amazon	Boardwalk Bath Tissue	41.18
3/31/2015	Home Depot	Bernzomatic Map Pro Cylinder	19.90
3/31/2015	Amazon	Demolition Bi Metal Reciprocating Saw Blade	19.99
Total			2,265.63

Monthly Debit Card Purchases
March 31, 2015

Date	Vendor	Description	Amount
<u>G/L Coding</u>			
	R&M - Equipment Boats	546223.53910.5000	\$ 19.85
	R&M - Parks & Facilities	546225.53910.5000	\$ 441.20
	R&M - Equipment Vehicles	546224.53910.5000	\$ 31.89
	R&M - Pools	546074.53910.5000	\$ 1,123.66
	R&M - Contingency	549900.53910.5000	\$ 209.55
	R&M - Irrigation	546041.53902.5000	\$ 153.50
	R&M-Sidewalk	546084.53910.5000	\$ 159.00
	MISC-Security Enhancement	549911.53910.5000	\$ 126.98
			<u>\$ 2,265.63</u>



Final Details for Order #104-0631040-8185808

Print this page for your records.

Order Placed: February 27, 2015
Amazon.com order number: 104-0631040-8185808
Order Total: \$191.46

Shipped on March 1, 2015

Items Ordered	Price
2 of: <i>Adams Manufacturing 8129-48-3750 Umbrella Base, White</i>	\$14.73
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:	\$29.46
Shipping & Handling:	\$0.00

Total before tax:	\$29.46
Sales Tax:	\$0.00

Total for This Shipment: \$29.46 ✓

Shipping Speed:
Two-Day Shipping

Shipped on February 28, 2015

Items Ordered	Price
1 of: <i>California Umbrella 7-1/2-Foot Aluminum Push Button Tilt Patio Style Umbrella, Navy Blue</i>	\$81.00
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:	\$81.00
Shipping & Handling:	\$0.00

Total before tax:	\$81.00
Sales Tax:	\$0.00

Total for This Shipment: \$81.00 ✓

Shipping Speed:
Two-Day Shipping

(1 of 2)

Shipped on February 28, 2015

Items Ordered	Price
<i>see other invoice Total</i>	
<i>Approved G v/d Snel 03/10/2015</i>	

1 of: *California Umbrella 7-1/2-Foot Aluminum Push Button Tilt Patio Style* \$81.00
Umbrella, Navy Blue
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: \$81.00
Shipping & Handling: \$0.00

Total before tax: \$81.00
Sales Tax: \$0.00

Total for This Shipment: \$81.00

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$191.46
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: \$191.46
Estimated tax to be collected: \$0.00

Grand Total: \$191.46

Credit Card transactions

MasterCard ending in 4354: February 28, 2015: \$81.00
MasterCard ending in 4354: February 28, 2015: \$81.00
MasterCard ending in 4354: March 1, 2015: \$29.46

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

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pools

(Handwritten initials)

Approved G v/d Snel 03/10/2015



Final Details for Order #104-3595414-8310617

Print this page for your records.

Order Placed: March 2, 2015
Amazon.com order number: 104-3595414-8310617
Order Total: \$99.71

Shipped on March 3, 2015

Items Ordered

1 of: *Seaflo Automatic Submersible Boat Bilge Water Pump 12v 750gph Auto with Float Switch-new* **Price \$19.85**
Sold by: AC AUTO PART ([seller profile](#))

Condition: New

2 of: *American Standard 5905.100.020 Extra Heavy-Duty Elongated Commercial Toilet Seat, White*
Sold by: Amazon.com LLC

Condition: New

Boats
\$29.25
pools

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$78.35
Shipping & Handling: \$0.00

Total before tax: \$78.35
Sales Tax: \$0.00

Total for This Shipment: \$78.35

Shipping Speed:

Two-Day Shipping

Shipped on March 3, 2015

Items Ordered

1 of: *Master Lock Resettable Combination Lock Magnum 2" 1-1/2" Steel* **Price \$21.36**
Sold by: Life and Home ([seller profile](#))

Condition: New

Approved G v/d Snel 03/10/2015

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$21.36
Shipping & Handling: \$0.00

Total before tax: \$21.36
Sales Tax: \$0.00

Total for This Shipment: \$21.36

Shipping Speed:

Two-Day Shipping

1 of 2

See other invoice total

partis

Applicant Registration
Step 3 - Registration Complete

Registration ID: FE1532927496914
OCA:
Last Name: BORIEO
First Name: JEFF
Payment Confirmation Number: 3636126666

Reason Fingerprinted: BACKGROUND CHECK

Payment Type: Credit Card
Transaction Fee: \$76.75
Transaction Date: 03/02/2015
Transaction Status: Registered.

Please print information and take it to the fingerprinting site.

**This registration will expire after 90 days from the registration date.
It will be cancelled and any payment refunded at this time if
the applicant has not been fingerprinted.**

[Print](#) [Home](#)

Applicant Registration
Step 3 - Registration Complete

Registration ID: FE1532914593283
OCA:
Last Name: VANDERSNEL
First Name: GERHARD
Payment Confirmation Number: 3636124921

Reason Fingerprinted: BACKGROUND CHECK

Payment Type: Credit Card
Transaction Fee: \$76.75
Transaction Date: 03/02/2015
Transaction Status: Registered.

Please print information and take it to the fingerprinting site.

This registration will expire after 90 days from the registration date.
It will be cancelled and any payment refunded at this time if
the applicant has not been fingerprinted.



Final Details for Order #104-6108421-8387404

Print this page for your records.

Order Placed: March 4, 2015
Amazon.com order number: 104-6108421-8387404
Order Total: \$498.01

Shipped on March 4, 2015

Items Ordered	Price
2 of: <i>Adams Manufacturing 8129-48-3750 Umbrella Base, White</i> Sold by: Amazon.com LLC	\$14.73
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$29.46
Shipping & Handling: \$0.00

Total before tax: \$29.46
Sales Tax: \$0.00

Total for This Shipment: \$29.46

Shipping Speed:
Two-Day Shipping

Shipped on March 4, 2015

Items Ordered	Price
1 of: <i>Adams Manufacturing 8129-48-3750 Umbrella Base, White</i> Sold by: Amazon.com LLC	\$14.73
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$14.73
Shipping & Handling: \$0.00

Total before tax: \$14.73
Sales Tax: \$0.00

Total for This Shipment: \$14.73

Shipping Speed:
Two-Day Shipping

Shipped on March 4, 2015

Items Ordered	Price
① of 5	\$14.73

Approved G v/d Snel 03/10/2015

1 of: *Adams Manufacturing 8129-48-3750 Umbrella Base, White*
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: \$14.73
Shipping & Handling: \$0.00

Total before tax: \$14.73
Sales Tax: \$0.00

Total for This Shipment: \$14.73

Shipping Speed:

Two-Day Shipping

Shipped on March 4, 2015

Items Ordered

1 of: *Adams Manufacturing 8129-48-3750 Umbrella Base, White*
Sold by: Amazon.com LLC

Price
\$14.73

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$14.73
Shipping & Handling: \$0.00

Total before tax: \$14.73
Sales Tax: \$0.00

Total for This Shipment: \$14.73

Shipping Speed:

Two-Day Shipping

Shipped on March 4, 2015

Items Ordered

1 of: *California Umbrella 7-1/2-Foot Aluminum Push Button Tilt Patio Style Umbrella, Hunter Green*
Sold by: Amazon.com LLC

Price
\$65.59

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$65.59
Shipping & Handling: \$0.00

Total before tax: \$65.59
Sales Tax: \$0.00

Total for This Shipment: \$65.59

Shipping Speed:

Two-Day Shipping

Approved G v/d Snel 03/10/2015

Shipped on March 4, 2015

Items Ordered	Price
1 of: <i>California Umbrella 7-1/2-Feet Aluminum Push Button Tilt Patio Style Umbrella, Hunter Green</i>	\$65.59
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: \$65.59
 Shipping & Handling: \$0.00

 Total before tax: \$65.59
 Sales Tax: \$0.00

Total for This Shipment: \$65.59 ✓

Shipping Speed:
 Two-Day Shipping

Shipped on March 4, 2015

Items Ordered	Price
1 of: <i>California Umbrella 7-1/2-Feet Aluminum Push Button Tilt Patio Style Umbrella, Hunter Green</i>	\$65.59
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: \$65.59
 Shipping & Handling: \$0.00

 Total before tax: \$65.59
 Sales Tax: \$0.00

Total for This Shipment: \$65.59 ✓

Shipping Speed:
 Two-Day Shipping

Shipped on March 4, 2015

Items Ordered	Price
1 of: <i>California Umbrella 7-1/2-Feet Aluminum Push Button Tilt Patio Style Umbrella, Hunter Green</i>	\$65.59
Sold by: Amazon.com LLC	

Condition: New

3 of 5

Shipping Address:

Item(s) Subtotal: \$65.59

Approved G v/d Snel 03/10/2015

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIOA 34773-6047
United States

Shipping & Handling: \$0.00

Total before tax: \$65.59
Sales Tax: \$0.00

Total for This Shipment: \$65.59

Shipping Speed:
Two-Day Shipping

Shipped on March 4, 2015

Items Ordered

1 of: *California Umbrella 7-1/2-Foot Aluminum Push Button Tilt Patio Style Umbrella, Navy Blue* \$81.00
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: \$81.00
Shipping & Handling: \$0.00

Total before tax: \$81.00
Sales Tax: \$0.00

Total for This Shipment: \$81.00

Shipping Speed:
Two-Day Shipping

Shipped on March 4, 2015

Items Ordered

1 of: *California Umbrella 7-1/2-Foot Aluminum Push Button Tilt Patio Style Umbrella, Navy Blue* \$81.00
Sold by: Amazon.com LLC

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Or
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$81.00
Shipping & Handling: \$0.00

Total before tax: \$81.00
Sales Tax: \$0.00

Total for This Shipment: \$81.00

Shipping Speed:
Two-Day Shipping

Payment information

Approved G v/d Snel 03/10/2015 Item(s) Subtotal: \$498.01



Final Details for Order #104-8056794-2137829

Print this page for your records.

Order Placed: March 5, 2015
Amazon.com order number: 104-8056794-2137829
Order Total: \$31.68

Shipped on March 5, 2015

Items Ordered	Price
2 of: Pemko Door Bottom Sweep, Clear Anodized Aluminum with 1" Gray Nylon Brush Insert, 0.25"W x 1.875" H x 36" L 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:	\$31.68
Shipping & Handling:	\$0.00

Total before tax:	\$31.68
Sales Tax:	\$0.00

Total for This Shipment: \$31.68

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$31.68
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:	\$31.68
Estimated tax to be collected:	\$0.00

Grand Total: \$31.68

To view the status of your order, return to [Order Summary](#).

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Approved G v/d Snel 03/10/2015

pools



Mar 3, 2015

eBay - Christi Love
Payment

- \$40.00

Paid with

MCARD x-4354
You'll see "PAYPAL *JLFABRICATO" on your card statement.

Seller info

Christi Love (205bella)
jlfabricators@windstream.net

Shipped to

Harmony CDD
3337 Primrose willow dr
Harmony, FL 34773-6017
United States

Your purchase

Polaris Parking Brake cable 7081613 \$40.00
Item #321677014034

Track your shipment

March 04, Sent by UPS
Status: Shipped

Tax	\$0.00
Shipping	\$0.00
Purchase total	\$40.00
Fee	\$0.00
Total	\$40.00

Transaction ID

71E82493XJ6668144

Need help?

First contact the seller through eBay to try resolving the problem. If it's still not resolved, go to the eBay Resolution Center. You may be eligible for purchase protection.

Approved G v/d Snel 07/04/2015

Approved A v/d Snel 07/04/2015



Sunoco
6990 E Irlo Bronson
St. Cloud Florida 34

* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 240001
Grade: Regular (87)
Pump Number: 02
Gallons: 14.304
Price: \$2.399
Total Fuel: \$34.32
Total Sale: \$34.32

Term: JD12417328001

Appr: 079599

Seq#: 050971

MasterCard
XXXXXXXXXXXX [REDACTED]

03/02/2015 08:18:33
Thank You For
Shopping Sunoco



Shipment Receipt

Transaction Date: 03 Mar 2015

Tracking Number:

1Z89T1U10390372441

1 Address Information		
Ship To: TINA MA JCP INKTONER 4 MC LEAN IRVINE CA 926206207 Residential	Ship From: GERHARD VAN DER SNEL GERHARD VAN DER SNEL 7360 FIVE OAKS DR OFFICE TRAILER HARMONY FL 34773 Telephone:4073012235	Return Address: GERHARD VAN DER SNEL GERHARD VAN DER SNEL GERHARD VAN DER SNEL 7360 FIVE OAKS DR OFFICE TRAILER HARMONY FL 34773 Telephone:4073012235

2 Package Information			
Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs (2.0 lbs billable)	8 x 8 x 5 in. Other Packaging	80.00 USD	

3 UPS Shipping Service and Shipping Options	
Service: Guaranteed By: Shipping Fees Subtotal: Transportation Fuel Surcharge Declared Value Package 1 Residential Surcharge	UPS Ground Service End of Day Tuesday, Mar 10, 2015 15.32 USD 11.42 USD 0.80 USD 0.00 USD 3.10 USD

4 Payment Information	
Bill Shipping Charges to: Associated shipper's account:	MasterCard xxxxxxxxxx Shipper's Account 89T1U1
Charges:	15.32 USD
Daily rates were applied to this shipment	
Total Charged:	15.32 USD

Note: Your invoices 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 03/03/2015



Final Details for Order #104-5918666-8357837

Print this page for your records.

Order Placed: March 9, 2015
Amazon.com order number: 104-5918666-8357837
Order Total: \$159.00

Shipped on March 9, 2015

Items Ordered

	Price
1 of: <i>Husqvarna 952711925 125B 28cc 2-Stroke 170 MPH Gas Powered Handheld Blower</i>	\$159.00
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:	\$159.00
Shipping & Handling:	\$0.00

Total before tax:	\$159.00
Sales Tax:	\$0.00

Total for This Shipment: \$159.00

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal:	\$159.00
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:	\$159.00
Estimated tax to be collected:	\$0.00

Grand Total: \$159.00

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

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Approved G v/d Snel 03/10/2015

Sidewalks



Final Details for Order #112-2038333-8954637

Print this page for your records.

Order Placed: March 6, 2015
Amazon.com order number: 112-2038333-8954637
Order Total: \$29.46

Shipped on March 6, 2015

Items Ordered	Price
1 of: <i>Adams Manufacturing 8129-48-3750 Umbrella Base, White</i> Sold by: Amazon.com LLC	\$14.73
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$14.73
Shipping & Handling:	\$0.00

Total before tax:	\$14.73
Sales Tax:	\$0.00

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$14.73

Shipped on March 6, 2015

Items Ordered	Price
1 of: <i>Adams Manufacturing 8129-48-3750 Umbrella Base, White</i> Sold by: Amazon.com LLC	\$14.73
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$14.73
Shipping & Handling:	\$0.00

Total before tax:	\$14.73
Sales Tax:	\$0.00

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$14.73

Payment information

Payment Method:
Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal:	\$29.46
Shipping & Handling:	\$0.00

Billing address

Approved G v/d Snel 03/10/2015



Details for Order #104-3854746-3185837

Print this page for your records.

Order Placed: March 9, 2015
Amazon.com order number: 104-3854746-3185837
Order Total: \$119.99

Shipping now

Items Ordered	Price
1 of: <i>Philips 227E4LSB /227E4L 22-Inch Screen LCD / LED Monitor</i>	\$119.99
Sold by: Amazon.com LLC	
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Daks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$119.99
Shipping & Handling:	\$0.00

Total before tax:	\$119.99
Sales Tax:	\$0.00

Total for This Shipment: \$119.99

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$119.99
Shipping & Handling:	\$0.00

Total before tax:	\$119.99
Estimated tax to be collected:	\$0.00

Billing address
GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CDRAL SPRINGS, FL 33071-7320
United States

Grand Total: \$119.99

To view the status of your order, return to Order Summary.

Security

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Approved G v/d Snel 03/10/2015

Approved G v/d Snel 03/10/2015

Sunoco
6990 E Irlie Bronson
St. Cloud Florida 34

* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 252804
Grade: Regular (87)
Pump Number: 02
Gallons: 16.889
Price: \$2.899
Total Fuel: \$48.52
Total Sale: \$48.52

Term: JD12417328001

Appr: 081777

Seq#: 054693

MasterCard
XXXXXXXXXXXX

03/10/2015 07:55:58
Thank You For
Shopping Sunoco



Mar 12, 2015

eBay - KOSIN INTERNATIONAL LIMITED
Payment

- \$14.98

Paid with

MCARD x-4354
You'll see "PAYPAL *KOSININTERN" on your card statement.

Seller info

KOSIN INTERNATIONAL LIMITED (ihome6)
gongqiao201218@gmail.com

Shipped to

Harmony CDD
3337 Primrose willow dr
Harmony, FL 34773-6017
United States

Your purchase

Carburetor Carb For Ryobi Homelite	\$14.98
Trimmer 308054028, 308054034, 308054043 New	
Item #301301985697	

Track your shipment

9400110200882543302994
March 13, Sent by USPS
Status: Shipped

Tax	\$0.00
Shipping	\$0.00
Purchase total	\$14.98
Fee	\$0.00
Total	\$14.98

Transaction ID

0RS021025D1391829

Need help?

First contact the seller through eBay to try resolving the problem. If it's still not resolved, go to the eBay Resolution Center. You may be eligible for purchase protection.

Approved G v/d Snel 04/08/2015



Final Details for Order #104-4495215-9849026

Print this page for your records.

Order Placed: March 12, 2015
Amazon.com order number: 104-4495215-9849026
Order Total: \$6.99

Shipped on March 15, 2015

Items Ordered	Price
1 of: <i>Cable Matters VGA Monitor Y Splitter 1 Foot</i> Sold by: Cable Matters (seller profile)	\$6.99
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$6.99
Shipping & Handling:	\$0.00

Total before tax:	\$6.99
Sales Tax:	\$0.00

Total for This Shipment: \$6.99

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$6.99
Shipping & Handling:	\$0.00

Total before tax:	\$6.99
Estimated tax to be collected:	\$0.00

Billing address
GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Grand Total: \$6.99

To view the status of your order, return to [Order Summary](#).

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Misc Contingency

Approved G v/d Snel 03/20/2015



Final Details for Order #114-4609860-6213066

Print this page for your records.

Order Placed: March 12, 2015
Amazon.com order number: 114-4609860-6213066
Order Total: \$6.96

Shipped on March 15, 2015

Items Ordered	Price
1 of: Ryobi CS30 & Homelite C300 Trimmer Replacement (2 Pack) Air Filter # 98760-2pk	\$6.96
Sold by: Power Tool Superstore (seller profile)	
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$6.96
Shipping & Handling:	\$0.00

Total before tax:	\$6.96
Sales Tax:	\$0.00

Total for This Shipment: \$6.96

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$6.96
Shipping & Handling:	\$0.00

Total before tax:	\$6.96
Estimated tax to be collected:	\$0.00

Billing address
GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Grand Total: \$6.96

To view the status of your order, return to [Order Summary](#).

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Misc Contingency

Approved G v/d Snel 03/20/2015



Final Details for Order #104-0872957-5969030

Print this page for your records.

Order Placed: March 16, 2015
Amazon.com order number: 104-0872957-5969030
Order Total: \$36.28

Shipped on March 16, 2015

Items Ordered	Price
2 of: <i>LaMotte Liquid Reagent 7037-H, pH Indicator, 2 oz</i> Sold by: Recreation Supply Company (seller profile)	\$10.17
Condition: New Genuine LaMotte Reagent. FRESHNESS GUARANTEE: We guarantee a... see more	
1 of: <i>LaMotte Liquid Reagent P-6741-H, DPD 1B, 2 oz</i> Sold by: Recreation Supply Company (seller profile)	\$9.41
Condition: New Genuine LaMotte Reagent. FRESHNESS GUARANTEE: We guarantee a... see more	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$29.75
Shipping & Handling: \$6.53

Total before tax: \$36.28
Sales Tax: \$0.00

Total for This Shipment: \$36.28

Shipping Speed:
Standard

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$29.75
Shipping & Handling: \$6.53

Billing address
GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$36.28
Estimated tax to be collected: \$0.00

Grand Total: \$36.28

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

pools

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Approved G v/d Snel 03/20/2015



Final Details for Order #104-4569274-3853006

Print this page for your records.

Order Placed: March 16, 2015
Amazon.com order number: 104-4569274-3853006
Order Total: \$12.32

Shipped on March 17, 2015

Items Ordered

1 of: *LaMotte Liquid Reagent P-6740-H, DPD 1A, 2 oz*
Sold by: Amato Industries, Inc. ([seller profile](#))

Price

\$8.75

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$8.75
Shipping & Handling: \$3.57

Total before tax: \$12.32
Sales Tax: \$0.00

Total for This Shipment: \$12.32

Shipping Speed:

Standard

Payment information

Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$8.75
Shipping & Handling: \$3.57

Billing address

GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Total before tax: \$12.32
Estimated tax to be collected: \$0.00

Grand Total: \$12.32

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

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paols



Gerhard Van der snel <gerhardharmony@gmail.com>

Your Partzilla.com Order (81468181)

1 message

parts@partzilla.com <parts@partzilla.com>
To: gerhardharmony@gmail.com

Tue, Mar 17, 2015 at 3:07 AM



Dear Gerhard,

Thank you for your recent order at Partzilla.com! Your order summary is below.

You have one or more items that have been delayed.

Order #: 81468181
Date Ordered: 03/15/2015
Payment Method: MASTERCARD
UPS GROUND

Shipping To:
7360 Five Oaks Dr
Office trailer
Harmony, FL 34773, United States

Order Details	Ordered	Ext. Price
1911785 ASM-CALIPER,PB(MECH),RIVET,S (Polaris) \$84.41 Available Friday, March 20, 2015	1	\$84.41
	Subtotal:	\$84.41
	Shipping & Handling:	\$10.95
	Tax:	\$0.00
	Order Total:	\$95.36

Thank you for ordering from Partzilla.com, part of Outdoor Network Distribution, LLC. We are committed to providing you with excellent customer service. Please contact us if you need assistance.

Toll Free: 877-473-4595
International: +1-229-584-0046
parts@partzilla.com

Hours of Operation:
Monday - Friday 8AM-7PM EST
Saturday 8AM-4PM EST

Outdoor Network Distribution, LLC
1113 Seminole Ln
Albany, GA 31707

www.partzilla.com

Approved G v/d Snel 03/17/2015



Gerhard Van der snel <gerhardharmony@gmail.com>

Refund on order 110-6764580-7087439

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, Mar 26, 2015 at 11:31 PM

Hello,

We're writing to let you know we processed your refund of \$85.99 for your Order 110-6764580-7087439 from JCPINKTONER.

This refund is for the following item(s):

Item: Genuine Hewlett Packard (HP) Set of 4 950XL/951XL High Yield Inkjet Cartridges Includes: 1 CN045AN High Yield Black, 1 CN046AN High Yield Cyan, 1 CN04
Quantity: 1
ASIN: B00KLQHDBM
Reason for refund: Customer return

Here's the breakdown of your refund for this item:

Item Refund: \$85.99

We'll apply your refund to the following payment method(s):

Debit Card [expiring on 5/2016]: \$85.99

We've processed a refund for the above order in the amount of \$85.99. 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>

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.



Final Details for Order #104-4080711-4158661

[Print this page for your records.](#)

Order Placed: March 16, 2015
Amazon.com order number: 104-4080711-4158661
Order Total: \$5.99

Shipped on March 17, 2015

Items Ordered	Price
1 of: <i>Sub-Mini Push Button Momentary Switch - Off - (On) / 2 Pack : 30-2289</i>	\$5.99
Sold by: Gott Electronics (seller profile)	
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$5.99
Shipping & Handling:	\$0.00

Total before tax:	\$5.99
Sales Tax:	\$0.00

Total for This Shipment: \$5.99

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$5.99
Shipping & Handling:	\$0.00

Total before tax:	\$5.99
Estimated tax to be collected:	\$0.00

Billing address
GERHARD VAN DER SNEL HARMONY CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS, FL 33071-7320
United States

Grand Total: \$5.99

To view the status of your order, return to [Order Summary](#).

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Pods

Approved G v/d Snel 03/20/2015

Approved G v/d Snel 03/17/2015



6990 E Irlo Bronson Mem H
St. Cloud, Florida 34771

3/16/2015 12:26:57 PM
Transaction #: 262130
Register #: 100

Pay at Pump Sale
Pump4 Regular (87)
18.621 Gallons @ \$2.379/Gal \$44.30

Sub. Total: \$44.30
Tax: \$0.00
Total: \$44.30
Discount Total: \$0.00

MasterCard: \$44.30
Change \$0.00
Join Our Loyalty Program And Save

Term: JD12417328001
Appr: 083103
Seq#: 058044

MasterCard
XXXXXXXXXX [REDACTED]

03/16/2015 12:26:48

Thank You For
Shopping Sunoco

Approved A v/d Snel 03/17/2015

Wawa #5123
1125 E Irlo Bronson
St. Cloud FL, 34769

3/17/2015 1:10:00 PM
Term: JD12067193001
Appr: 006884
Seq#: 002882

Product: xEthanol
Pump Gallons Price
10 4.517 \$2.899
Total Sale \$13.00
MasterCard
XXXXXXXXXXXX [REDACTED]

03/17/2015 13:08:57
ENTER TO WIN A \$100
Wawa Gift Card!
Go to
www.MyWawaVisit.com
Take our survey for
a chance to win a
drawing for a
\$100 Wawa Gift Card
One winner per store
every month!
Disponible
en Espanol

Survey Code: 1285039
Store Number: 05123

Please respond
within 5 days
NO
PURCHASE NECESSARY
See Rules at
MyWawaVisit.com



Details for Order #104-8037027-9068231

[Print this page for your records.](#)

Order Placed: March 20, 2015
Amazon.com order number: 104-8037027-9068231
Order Total: \$177.60

Not Yet Shipped

Items Ordered	Price
6 of: <i>Boardwalk Green Folded Towels, Multi-Fold, Natural, 9 1/8W x 9 1/2L, 200/Pack, 20/Carton</i>	\$29.60
Sold by: KBD SUPPLY (seller profile)	

Condition: New
Thank you for your Business

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Shipping Speed:
Standard

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$177.60
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: \$177.60
Estimated tax to be collected: \$0.00

Grand Total: \$177.60

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

POOLS

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Approved G v/d Snel 03/20/2015



Gerhard Van der snel <gerhardharmony@gmail.com>

PlasticPlace: New Order # 100030568

1 message

PlasticPlace <info@plasticplace.com>
To: Gerhard van der Snel <gerhardharmony@gmail.com>

Fri, Mar 20, 2015 at 8:45 AM

PlasticPlace

Hello Gerhard van der Snel,

Thank you so much for placing your order with PlasticPlace.

We're thrilled you've chosen us for your trash bag needs and we think you'll be delighted with our first class product and shopping experience.

Please give us a call if you have any questions whatsoever at 877.343.2247 or simply reply to this email. Our hours are Monday - Friday, 9am - 5pm EST.

The details of your order are below.

Your Order #100030568 (placed on March 20, 2015 8:45:19 AM EDT)

Billing Information:

Gerhard van der Snel
Harmony CDD
210 N University Dr
Suite 702
Coral Springs, Florida, 33071
United States
T: 4073012235

Payment Method:

PayPal Express Checkout

Payer Email:

gerhardharmony@gmail.com

Shipping Information:

Gerhard van der Snel
Harmony CDD
7360 Five Oaks Dr
Office Trailer
Harmony, Florida, 34773
United States
T: 4073012235

Shipping Method:

Free Shipping - Ground

Parkus

Item	SKU	Qty	Subtotal
12-16 Gallon Trash Bags 1.0 Mil, 24"W x 31"H, Black	W14LDA	8	\$177.36
		Subtotal	\$177.36
		Shipping & Handling	\$0.00
		Grand Total	\$177.36

Approved G v/d Snel 03/20/2015



Final Details for Order #114-7167008-2620261

Print this page for your records.

Order Placed: March 20, 2015
Amazon.com order number: 114-7167008-2620261
Order Total: \$11.99

Shipped on March 21, 2015

Items Ordered

1 of: *CARB ADJUSTMENT TOOL PAC-MAN*
Sold by: CAS General Store (USA Seller) ([seller profile](#))

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

Payment information

Payment Method:

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$11.99
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: \$11.99
Estimated tax to be collected: \$0.00

Grand Total: \$11.99

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 03/24/2015

Sunoco
6998 E Irlo Bronson
St. Cloud Florida 34

* FINAL RECEIPT*
For Credit Sales
Card Charged Only
Total Shown Below.

Trans #: 272879
Grade: Regular (87)
Pump Number: 02
Gallons: 15.958
Price: \$2.339
Total Fuel: \$37.33
Total Sale: \$37.33

Term: JD12417328001

Appr: 037233

Seq#: 061504

MasterCard
XXXXXXXXXXXX

03/23/2015 08:45:55
Thank You For
Shopping Sunoco



Final Details for Order #104-9754622-2492238

Print this page for your records.

Order Placed: March 27, 2015
Amazon.com order number: 104-9754622-2492238
Order Total: \$74.95

Shipped on March 28, 2015

Items Ordered	Price
5 of: <i>Diamond Gloves Black Advance Powder-Free Nitrile Examination Gloves, 6.3 Mil, Heavy Duty, Medical Grade, 100 Count XXL</i>	\$14.99
Sold by: CLK Medical Supply (seller profile) Product question? Ask Seller	
Condition: New	

Shipping Address:
Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal:	\$74.95
Shipping & Handling:	\$0.00

Total before tax:	\$74.95
Sales Tax:	\$0.00

Total for This Shipment: \$74.95

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$74.95
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:	\$74.95
Estimated tax to be collected:	\$0.00

Grand Total: \$74.95

To view the status of your order, return to [Order Summary](#).

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Misc Contingency

Approved G v/d Snel 04/01/2015



Final Details for Order #104-0314186-9653870

Print this page for your records.

Order Placed: March 27, 2015
Amazon.com order number: 104-0314186-9653870
Order Total: \$47.97

Shipped on March 28, 2015

Items Ordered

	Price
1 of: <i>HP 951 (CN050AN) Cyan Original Ink Cartridge</i> Sold by: Amazon.com LLC	\$15.99
Condition: New	
1 of: <i>HP 951 Magenta Original Ink Cartridge</i> Sold by: Amazon.com LLC	\$15.99
Condition: New	
1 of: <i>HP 951 Yellow Original Ink Cartridge</i> Sold by: Amazon.com LLC	\$15.99
Condition: New	

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$47.97
Shipping & Handling: \$0.00

Total before tax: \$47.97
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$47.97

Payment information

Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$47.97
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: \$47.97
Estimated tax to be collected: \$0.00

Grand Total: \$47.97

To view the status of your order, return to [Order Summary](#).

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Misc Contingency



Final Details for Order #104-6600976-2501868

Print this page for your records.

Order Placed: March 30, 2015
Amazon.com order number: 104-6600976-2501868
Order Total: \$34.28

Shipped on March 30, 2015

Items Ordered

Price

4 of: *Non-slip Stainless Steel Food and Water Bowl, Teddy Dogs Bowl & Golden Retriever Dog Bowl, 26cm* \$8.57
Sold by: NP-Galaxy ([seller profile](#))

Condition: New
Shipment takes about 7 business days.

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$34.28
Shipping & Handling: \$0.00

Total before tax: \$34.28
Sales Tax: \$0.00

Total for This Shipment: \$34.28

Shipping Speed:

Standard

Payment information

Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$34.28
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: \$34.28
Estimated tax to be collected: \$0.00

Grand Total: \$34.28

To view the status of your order, return to [Order Summary](#).

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Approved G v/d Snel 04/01/2015

partis



Final Details for Order #104-5314321-4383415

Print this page for your records.

Order Placed: March 30, 2015
Amazon.com order number: 104-5314321-4383415
Order Total: \$18.65

Shipped on March 30, 2015

Items Ordered

	Price
1 of: <i>Scotch-Brite 105 General Purpose Scouring Pad, 6" Length x 4-1/2" Width, Green (Case of 40)</i>	\$18.65
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:	\$18.65
Shipping & Handling:	\$0.00

Total before tax:	\$18.65
Sales Tax:	\$0.00

Total for This Shipment: \$18.65

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal:	\$18.65
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:	\$18.65
Estimated tax to be collected:	\$0.00

Grand Total: \$18.65

To view the status of your order, return to [Order Summary](#).

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park

Approved G v/d Snel 04/01/2015



Final Details for Order #104-8602947-5797056

Print this page for your records.

Order Placed: March 31, 2015
Amazon.com order number: 104-8602947-5797056
Order Total: \$117.31

Shipped on March 31, 2015

Items Ordered	Price
1 of: <i>Boardwalk 6180 Bath Tissue, Two-Ply, White, 500 Sheets per Roll (Case of 96)</i>	\$41.18
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:	\$41.18
Shipping & Handling:	\$0.00

Total before tax:	\$41.18
Sales Tax:	\$0.00

Shipping Speed:
Standard Shipping

Total for This Shipment: \$41.18

Shipped on March 31, 2015

Items Ordered	Price
1 of: <i>Boardwalk 6180 Bath Tissue, Two-Ply, White, 500 Sheets per Roll (Case of 96)</i>	\$41.18
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:	\$41.18
Shipping & Handling:	\$0.00

Total before tax:	\$41.18
Sales Tax:	\$0.00

Shipping Speed:
Standard Shipping

Total for This Shipment: \$41.18

Shipped on April 1, 2015

Approved G v/d Snel 04/01/2015

Pool
Pool



More saving.
More doing.™

4560 13TH STREET
ST CLOUD, FL 34769 (407)498-0606

6350 00002 83960 03/29/15 12:24 PM
CASHIER ANA - AXA2004

014045324779 140ZMAP <A>
BERNZOMATIC 14.1OZ MAP-PRO CYLINDER
2@9.95 19.90N

	SUBTOTAL	19.90
	SALES TAX	0.00
TAX EXEMPT		
XXXXXXXXXXXX	TOTAL	\$19.90
AUTH CODE 074440/6020164	MASTERCARD	19.90
		TA

P.O.#/JOB NAME: HARMONY CDD



6350 02 83960 03/29/2015 3584

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 06/27/2015
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
HTJ 174559 168211

Password:
15179 168209

Entries must be entered by 04/28/2015.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

Approved G van der Snel 03/30/2015



Final Details for Order #104-1109527-5276231

Print this page for your records.

Order Placed: March 31, 2015
Amazon.com order number: 104-1109527-5276231
Order Total: \$19.99

Shipped on April 1, 2015

Items Ordered

1 of: DeWalt DW4861 4" 10 TPI Demolition Bi-Metal Reciprocating Saw Blade 5-Pack **Price** \$19.99

Sold by: BrandNewEngines, Inc ([seller profile](#))

Condition: New

Shipping Address:

Gerhard van der Snel
7360 Five Oaks Dr
Office trailer
HARMONY, FLORIDA 34773-6047
United States

Item(s) Subtotal: \$19.99
Shipping & Handling: \$0.00

Total before tax: \$19.99
Sales Tax: \$0.00

Shipping Speed:

Economy Shipping

Total for This Shipment: \$19.99

Payment information

Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$19.99
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: \$19.99
Estimated tax to be collected: \$0.00

Grand Total: \$19.99

To view the status of your order, return to [Order Summary](#).

Please note: This is not a VAT invoice.

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Approved G v/d Snel 04/01/2015

parts



Final Details for Order #104-7142350-0278666

Print this page for your records.

Order Placed: March 16, 2015
Amazon.com order number: 104-7142350-0278666
Order Total: \$117.89

Shipped on March 17, 2015

Items Ordered

1 of: *Designers Edge L2999WH Ecozone Twin 150-Watt 180 Degree Halogen Motion Activated Floodlight, White* **Price** \$37.90
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: \$37.90
Shipping & Handling: \$0.00

Total before tax: \$37.90
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$37.90

Shipped on March 17, 2015

Items Ordered

1 of: *Lorex LW2110 Wireless Digital Security Camera* **Price** \$79.99
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: \$79.99
Shipping & Handling: \$0.00

Total before tax: \$79.99
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$79.99

Refunded see 2

Payment information

Payment Method:

Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal: \$117.89
Shipping & Handling: \$0.00

Approved G v/d Snel 03/20/2015



Gerhard Van der snel <gerhardharmony@gmail.com>

Refund on order 104-7142350-0278666

1 message

Amazon.com <payments-messages@amazon.com>
Reply-To: "Amazon.com" <payments-messages@amazon.com>
To: Gerhard Van der Snel <gerhardharmony@gmail.com>

Wed, Mar 18, 2015 at 3:10 PM

Hello,

We're writing to let you know we processed your refund of \$37.90 for your Order 104-7142350-0278666.

This refund is for the following item(s):

Item: Designers Edge L2999WH Ecozone Twin 150-Watt 180 Degree Halogen Motion Activated Floodlight, White
Quantity: 1
ASIN: B0009JBMN6
Reason for refund: Customer return

Approved G v/d Snel 03/18/2015

Here's the breakdown of your refund for this item:

Item Refund: \$37.90

We'll apply your refund to the following payment method(s):

Debit Card [expiring on 8/2017]: \$37.90

We've processed a refund for the above order in the amount of \$37.90. 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>

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.



Gerhard Van der snel <gerhardharmony@gmail.com>

Refund on order 104-7142350-0278666

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, Mar 19, 2015 at 5:28 PM

Hello,

We're writing to let you know we processed your refund of \$79.99 for your Order 104-7142350-0278666.

This refund is for the following item(s):

Item: Lorex LW2110 Wireless Digital Security Camera
Quantity: 1
ASIN: B004T9Y0MW
Reason for refund: Customer return

Approved G v/d Snel 03/20/2015

Here's the breakdown of your refund for this item:

Item Refund: \$79.99

We'll apply your refund to the following payment method(s):

Debit Card [expiring on 8/2017]: \$79.99

We've processed a refund for the above order in the amount of \$79.99. 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>

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.

2

9C.

Harmony CDD
Website Statistics as of April 20, 2015
(counter reset October 1, 2013)

OVERVIEW

• Total Visitors:	9,258	• Visitors, March:	841
• Total Page Views:	80,624	• Page Views, March:	4,751
• Total Spiders:	54,494	• Visitors, April:	567
• Total Feeds:	1,189	• Page Views, April:	3,490

OPERATING SYSTEMS

• Windows 7:	24,568	• iOS 7:	1,578
• Windows XP:	11,652	• Windows Vista:	1,442
• Windows NT 4:	2,964	• Android Linux 4:	1,424
• Linux:	2,664	• Windows 8	1,226
• iPad:	1,640	• Mac OS X:	1,058

BROWSERS

• Mozilla:	23,361	• Internet Explorer 10:	1,857
• Internet Explorer 6:	7,913	• Internet Explorer 9:	1,674
• Safari:	6,247	• Internet Explorer 8:	1,477
• Firefox 3:	4,126	• Chrome 32:	1,462
• Chrome 36:	2,120	• Firefox 21:	1,291

SEARCH ENGINES

• Google:	1,104	• Search:	8
• Yahoo:	70	• Ask:	2
• Yandex:	14	• Dogpile:	1

TOP PAGES

• Home:	20,967	• /District-Facilities/Recreation-Facilities:	2,654
• /robots.txt	3,898	• /Public-Records/Agendas:	2,486
• /District-Facilities/Ponds	3,842		

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	• March 25, 2015	70
• July 29, 2014	73	• November 18, 2014	69

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>
• April 20, 2015	/robots.txt		
• April 20, 2015	/F-A-Q	Unix	Chrome 39
• April 20, 2015	/browserconfig.xml	Windows NT 4	Mozilla
• April 20, 2015	Page: Home		Mozilla
• April 20, 2015	/robots.txt		Mozilla
• April 20, 2015	/District-Facilities/Ponds	Windows 7	Mozilla
• April 20, 2015	Page: Home	Windows XP	Internet Explorer 6
• April 20, 2015	Page: Home	Windows XP	Internet Explorer 6
• April 20, 2015	file=../../wp-config.php	Linus	Chrome 12
• April 20, 2015	file=../../wp-config.php	Linux	Chrome 12

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

- | | | | |
|---|----|-------------------------------|---|
| • harmony cdd | 38 | • harmony fl boil water alert | 2 |
| • harmonycdd.org | 28 | | |
| • www.harmonycdd.org | 17 | | |
| • harmony community development district | 9 | | |
| • harmony fl cdd | 7 | | |
| • cdd stories | 7 | | |
| • harmonycdd | 6 | | |
| • harmony fl boat reservations | 5 | | |
| • http://harmonycdd.org/ | 4 | | |
| • harmony florida cdd | 4 | | |
| • harmony cdd.com | 4 | | |
| • harmony fl boat reservation | 3 | | |
| • installerex crunchbase | 3 | | |
| • harmony fl cdd fees | 3 | | |
| • goals of pond's | 3 | | |
| • online reputation management akado | 3 | | |
| • harmony boat reservation | 2 | | |
| • buck lake park harmony fl | 3 | | |
| • www.harmonycdd.org/public-records/agendas | 3 | | |

9E.

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2014**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Harmony Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Harmony Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2014, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 13, 2015, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated April 13, 2015, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

April 13, 2015

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Harmony Community Development District, Osceola County, Florida's ("District") financial performance provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2014. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets plus deferred outflows of resources at the close of the most recent fiscal year resulting in a net position deficit balance of (\$10,907,817).
- The change in the District's total net position in comparison with the prior fiscal year was (\$341,626), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2014, the District's governmental funds reported combined ending fund balances of \$2,588,289, a decrease of (\$1,447,424) in comparison with the prior fiscal year. A portion of fund balance is non-spendable for prepaid items, restricted for debt service, assigned for operating reserves, renewal and replacement and insurance, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

1) Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management), physical environment (maintenance) and parks and recreation functions.

2) Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

2) Fund Financial Statements (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains five individual governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general, debt service 2001, debt service 2004, debt service 2014, and capital projects 2004 funds. All of the funds are considered to be major funds. The debt service 2001 and capital projects 2004 funds were closed during the current fiscal year.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

3) Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data included in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets plus deferred outflows of resources at the close of the most recent fiscal

A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2014	2013
Current and other assets	\$ 2,715,372	\$ 4,368,453
Capital assets, net of depreciation	14,315,003	14,753,441
Total assets	17,030,375	19,121,894
Deferred outflows of resources	453,863	-
Current liabilities	800,557	1,163,085
Long-term liabilities	27,591,498	28,525,000
Total liabilities	28,392,055	29,688,085
Net position		
Net investment in capital assets	(12,822,632)	(13,771,559)
Restricted	1,057,892	2,405,798
Unrestricted	856,923	799,570
Total net position	\$ (10,907,817)	\$ (10,566,191)

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2014	2013
Revenues:		
Program revenues	\$ 4,116,468	\$ 4,299,801
General revenues	4,854	11,884
Total revenues	4,121,322	4,311,685
Expenses:		
General government	199,505	180,292
Maintenance and operations	1,587,600	1,493,287
Parks and recreation	178,955	196,830
Interest	2,086,303	2,022,527
Bond issuance costs	410,585	-
Total expenses	4,462,948	3,892,936
Change in net position	(341,626)	418,749
Net position - beginning, previously stated	(10,566,191)	(10,520,133)
Effect of adoption of GASB No. 65	-	(464,807)
Net position - beginning, as restated	(10,566,191)	(10,984,940)
Net position - ending	\$ (10,907,817)	\$ (10,566,191)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2014 was \$4,462,948. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of assessments. The remainder of the current fiscal year revenue includes non-cash contributions from the Developer and another governmental entity, and interest revenue. The majority of the decrease in program revenues is due to a decrease in debt service assessments collected on Developer-owned lots. The Developer benefitted from savings realized through the refunding of the Series 2001 Bonds; therefore, it did not have to provide the entire amount levied for fiscal year 2014. The increase in current fiscal year expenses is primarily the result of costs incurred to issue the new Bonds.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2014 was amended to increase revenues by \$1,850, appropriations by \$224,764 and use of fund balance by \$222,914. The increase in revenues is primarily the result of slightly greater interest and miscellaneous revenues than originally anticipated. The increase in appropriations is primarily due to additional costs related to the installation of streetlights. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2014.

The variance between budgeted and actual general fund revenues for the current fiscal year is the result of greater than anticipated assessments being collected due to fewer people taking advantage of the discount for early payment than expected. The actual general fund expenditures for the current year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2014, the District had \$17,566,874 invested in land and land improvements, infrastructure, improvement, recreation areas and facilities, and equipment for its governmental activities. In the government-wide financial statements depreciation of \$3,251,871 has been taken, which resulted in a net book value of \$14,315,003. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2014, the District had \$27,770,000 Bonds outstanding for its governmental activities. During the 2014 fiscal year, the District issued \$13,945,000 Series 2014 Capital Improvement Revenue Refunding Bonds. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Harmony Community Development District's Finance Department at 210 N. University Drive, Suite 702, Coral Springs, Florida, 33071.

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2014**

	Governmental Activities
ASSETS	
Cash and equivalents	\$ 714,014
Investments	100,000
Accounts receivable	1,435
Assessments receivable	67,413
Interest receivable	262
Due from other governments	10,112
Prepays	164,438
Restricted assets:	
Investments	1,657,698
Capital assets:	
Nondepreciable	8,544,996
Depreciable, net	5,770,007
Total assets	<u>17,030,375</u>
 DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding (debit)	453,863
	<u>453,863</u>
 LIABILITIES	
Accounts payable	127,083
Accrued interest payable	673,474
Non-current liabilities:	
Due within one year	550,000
Due in more than one year	27,041,498
Total liabilities	<u>28,392,055</u>
 NET POSITION	
Net investment in capital assets	(12,822,632)
Restricted for debt service	1,057,892
Unrestricted	856,923
Total net position	<u>\$ (10,907,817)</u>

See notes to the financial statements

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

<u>Functions/Programs</u>	Program Revenues			Net (Expense) Revenue and Changes in Net Position	
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 199,505	\$ 199,505	\$ -	\$ -	\$ -
Maintenance and operations	1,587,600	1,352,765	-	2	(234,833)
Parks and recreation	178,955	-	-	10,396	(168,559)
Interest on long-term debt	2,086,303	2,552,469	1,331	-	467,497
Bond issuance costs	410,585	-	-	-	(410,585)
Total governmental activities	4,462,948	4,104,739	1,331	10,398	(346,480)
General revenues:					
Unrestricted investment earnings					3,425
Miscellaneous					1,429
Total general revenues					4,854
Change in net position					(341,626)
Net position - beginning					(10,566,191)
Net position - ending					\$ (10,907,817)

See notes to the financial statements

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2014**

	Major Funds			Total Governmental Funds
	General	Debt Service 2004	Debt Service 2014	
ASSETS				
Cash and equivalents	\$ 714,014	\$ -	\$ -	\$ 714,014
Investments	100,000	860,550	797,148	1,757,698
Assessments receivable	-	22,637	44,776	67,413
Accounts receivable	1,435	-	-	1,435
Interest receivable	262	-	-	262
Due from other governments	3,857	-	6,255	10,112
Prepays	164,438	-	-	164,438
Total assets	<u>\$ 984,006</u>	<u>\$ 883,187</u>	<u>\$ 848,179</u>	<u>\$ 2,715,372</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 127,083	\$ -	\$ -	\$ 127,083
Total liabilities	<u>127,083</u>	<u>-</u>	<u>-</u>	<u>127,083</u>
Fund balances:				
Nonspendable for prepaids	164,438	-	-	164,438
Restricted for:				
Debt service	-	883,187	848,179	1,731,366
Assigned to:				
Operating reserve	257,981	-	-	257,981
Renewal and replacement	133,376	-	-	133,376
Insurance	50,000	-	-	50,000
Unassigned	251,128	-	-	251,128
Total fund balances	<u>856,923</u>	<u>883,187</u>	<u>848,179</u>	<u>2,588,289</u>
Total liabilities and fund balances	<u>\$ 984,006</u>	<u>\$ 883,187</u>	<u>\$ 848,179</u>	<u>\$ 2,715,372</u>

See notes to the financial statements

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2014**

Fund balance - governmental funds \$ 2,588,289

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	17,566,874	
Accumulated depreciation	(3,251,871)	14,315,003

Deferred charges on refunding of long-term debt are shown as deferred outflows/inflows of resources in the government-wide financial statements; however, this amount is expensed in the governmental fund financial statements. 453,863

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(673,474)	
Bonds payable	(27,591,498)	(28,264,972)
Net position of governmental activities		\$ (10,907,817)

See notes to the financial statements

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	Major Funds					Total Governmental Funds
	General	Debt Service 2001	Debt Service 2004	Debt Service 2014	Capital Projects 2004	
REVENUES						
Assessments	\$ 1,554,243	\$ 1,614,042	\$ 743,282	\$ 195,145	\$ -	\$ 4,106,712
Interest	3,425	858	466	7	2	4,758
Other revenues	1,429	-	-	-	-	1,429
Total revenues	<u>1,559,097</u>	<u>1,614,900</u>	<u>743,748</u>	<u>195,152</u>	<u>2</u>	<u>4,112,899</u>
EXPENDITURES						
Current:						
General government	185,447	14,058	-	-	-	199,505
Maintenance and operations	1,235,802	-	-	-	3,397	1,239,199
Parks and recreation	52,710	-	-	-	-	52,710
Debt service:						
Principal	-	460,000	275,000	-	-	735,000
Interest	-	1,043,094	951,750	-	-	1,994,844
Bond issue costs	-	-	-	410,585	-	410,585
Payment to escrow agent from other sources	-	1,923,931	-	-	-	1,923,931
Capital outlay	25,812	-	-	-	-	25,812
Total expenditures	<u>1,499,771</u>	<u>3,441,083</u>	<u>1,226,750</u>	<u>410,585</u>	<u>3,397</u>	<u>6,581,586</u>
Excess (deficiency) of revenues over (under) expenditures	59,326	(1,826,183)	(483,002)	(215,433)	(3,395)	(2,468,687)
OTHER FINANCING SOURCES (USES)						
Transfers in (out)	-	(42,349)	-	42,349	-	-
Bond issue	-	-	-	13,945,000	-	13,945,000
Bond issue discount	-	-	-	(178,502)	-	(178,502)
Payment to refunded bond escrow agent	-	-	-	(12,745,235)	-	(12,745,235)
Total other financing sources (uses)	<u>-</u>	<u>(42,349)</u>	<u>-</u>	<u>1,063,612</u>	<u>-</u>	<u>1,021,263</u>
Net change in fund balances	59,326	(1,868,532)	(483,002)	848,179	(3,395)	(1,447,424)
Fund balances - beginning	797,597	1,868,532	1,366,189	-	3,395	4,035,713
Fund balances - ending	<u>\$ 856,923</u>	<u>\$ -</u>	<u>\$ 883,187</u>	<u>\$ 848,179</u>	<u>\$ -</u>	<u>\$ 2,588,289</u>

See notes to the financial statements

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

Net change in fund balances - total governmental funds	\$ (1,447,424)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	25,812
Certain revenues were unavailable for the governmental fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial statements.	(1,973)
The statement of activities reports noncash contributions as revenues, but these revenues are not reported in the governmental fund financial statements.	10,396
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(13,945,000)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	735,000
Governmental funds report amounts transferred to the escrow agent in connection with the issuance of refunding Bonds as a financing use and expenditure, whereas these amounts, net of accrued interest, are eliminated in the statement of activities and reduce long-term liabilities in the statement of net position.	14,418,863
Governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	178,502
Expenses reported in the statement of activities that do not require the use of current financial resources are not reported as expenditures in the funds. The details of the differences are as follows:	
Depreciation of capital assets	(474,646)
Change in accrued interest	158,844
Change in net position of governmental activities	\$ (341,626)

See notes to the financial statements

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Harmony Community Development District (the "District") was established on February 28, 2000 by the Osceola County, Florida Ordinance No. 00-05 and was created pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purpose of managing the District systems and facilities, including acquisition, construction, maintenance, operation and financing of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board") which is composed of five members. The Supervisors are elected by qualified electors within the District. To carry out the purpose of the District, the Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. These powers include, but are not limited to:

1. To determine, order, levy, impose, collect, and enforce special assessments.
2. Approve the budget for the ensuing fiscal year submitted to the Board by the District Manager.
3. Exercising control over the management of District systems, facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District systems, facilities, and basic infrastructure.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services. and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem special assessments apportioned to the benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. For debt service, certain amounts are collected at lot closings as advance payments and are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. Pursuant to District policy, the District's annual assessments for operations and debt service are noticed and collected by the County Tax Collector for non-Developer owned platted lots, utilizing the Uniform Method of Collection. The amounts remitted to the District are net of applicable discounts or fees. In addition, amounts remitted by the County Tax Collector include interest on monies held from the day of collection to the day of distribution. The District notices and collects non-ad valorem special assessments for Developer owned non-platted lots.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Funds 2001, 2004, and 2014

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on the Series 2001, 2004, and 2014 Bonds. The debt service fund 2001 was closed during the current fiscal year as the Series 2001 Bonds were refunded.

Capital Projects Fund 2004

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District. This fund was closed during the current fiscal year.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Assets, Liabilities and Net Position or Equity****Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Equipment	10
Infrastructure	15
Recreational facilities	25 - 30

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Refundings of Debt

For current refundings and advance refundings resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized ratably as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. In connection with the refunding, the estimated amortization for the current year was nominal.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s). For example, the District would record deferred outflows of resources on the statement of net position related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s). For example, when an asset is recorded in the governmental fund financial statements, but the revenue is unavailable, the District reports a deferred inflow of resources on the balance sheet until such times as the revenue becomes available.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (motion) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (motion) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. Assignments are established by the Board of Supervisors of the District and are generally temporary.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is adopted legally by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances, including the certificates of deposit shown below, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2014:

	Fair Value	Credit Risk	Maturities
US Bank N.A. Open Commercial Paper	\$ 860,550	S&P A-1+	N/A
First American Government Obligation Class Z	797,148	S&P AAAm	Weighted average of the fund portfolio: 43 days
Certificate of Deposit	100,000	N/A	
	<u>\$ 1,757,698</u>		2/3/2015

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)**Investments (Continued)**

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2014 were as follows:

Fund	Transfer in	Transfer Out
Debt service 2001	\$ -	\$ 42,349
Debt service 2014	42,349	-
Total	\$ 42,349	\$ 42,349

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund 2001 to the debt service fund 2014 were made to close out the debt service fund 2001 upon the refunding of the Series 2001 Bonds.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2014 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 8,543,600	\$ 1,396	\$ -	\$ 8,544,996
Total capital assets, not being depreciated	8,543,600	1,396	-	8,544,996
Capital assets, being depreciated				
Infrastructure	5,148,381	-	-	5,148,381
Improvement	-	9,000	-	9,000
Recreational facilities	3,751,220	25,812	-	3,777,032
Equipment	87,465	-	-	87,465
Total capital assets, being depreciated	8,987,066	34,812	-	9,021,878
Less accumulated depreciation for:				
Infrastructure	1,983,131	341,137	-	2,324,268
Improvement	-	50	-	50
Recreational facilities	750,923	126,245	-	877,168
Equipment	43,171	7,214	-	50,385
Total accumulated depreciation	2,777,225	474,646	-	3,251,871
Total capital assets, being depreciated, net	6,209,841	(439,834)	-	5,770,007
Governmental activities capital assets, net	\$ 14,753,441	\$ (438,438)	\$ -	\$ 14,315,003

NOTE 6 – CAPITAL ASSETS (Continued)

Depreciation expense was charged to function/program as follows:

Maintenance and operations	\$ 348,401
Parks and recreation	126,245
Total depreciation expense	<u>\$ 474,646</u>

Interlocal Agreement

During the current fiscal year, the School Board of Osceola County, Florida (“the School Board”) conveyed certain parcels (“The Property”) to the District pursuant to an Interlocal Agreement whereby the District agreed to maintain The Property in a manner equivalent to or superior to that provided under the School Board’s standard. The conveyance is subject to a revisionary interest in favor of the School Board by which the title to the property would revert to the ownership of the School Board upon the dissolution or termination of the District. The parcels have an area of 0.39 acres, more or less, and have been estimated at \$1,396.

Developer Contribution and Lease

During the current fiscal year, the Developer donated a trailer estimated at \$9,000 to the District to serve as office space for the District Manager and onsite field staff. Shortly after, the District entered into a leasing agreement with the Developer for the leasing of the land where the trailer is located. The initial term of the lease will be for a period of twelve (12) months, unless otherwise terminated or extended in accordance with the provisions of the lease. The District agreed to pay the Developer one dollar (\$1.00) as rent for each twelve (12) month period of term. The District will not be required to post any deposit with the Developer.

NOTE 7 – LONG TERM LIABILITIES**Series 2014**

On June 30, 2014, the District issued \$13,945,000 of Capital Improvement Revenue Refunding Bonds Series 2014. The Series 2014 Bonds consist of a \$6,845,000 term bond due May 1, 2025, with a fixed interest rate of 5.00%; and a \$7,100,000 term bond due May 1, 2032, with a fixed interest rate 5.250%. The Bonds were issued to refund a portion of the District’s outstanding Capital Improvement Revenue Bonds, Series 2001 (the “Refunded Bonds”). Interest is to be paid semiannually on each May 1 and November 1 commencing May 1, 2015. Principal on the Bonds is to be paid serially commencing May 1, 2015 through May 1, 2032.

The Series 2014 Bonds are subject to redemption at the option of the District prior to maturity on May 1, 2024 and any date thereafter. The Series 2014 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2014.

Refunded Bonds

The District refunded the Series 2001 Capital Improvement Revenue Bonds, which had an outstanding balance of \$13,965,000 at the time of the refunding with the proceeds from the Series 2014 Bonds. The refunding was a current refunding and resulted in a difference in cash flows required to pay the respective debt service of \$2,407,562. The refunding resulted in a net present value savings of \$1,196,825. The Refunded Bonds have been paid off as of September 30, 2014.

NOTE 7 – LONG TERM LIABILITIES (Continued)**Capital Improvement Revenue Bonds Series 2004**

On December 10, 2004 the District issued \$15,490,000 of Capital Improvement Revenue Bonds Series 2004, due May 1, 2036 with a fixed interest rate of 6.75%. Interest is payable semiannually on each May 1 and November 1 commencing May 1, 2006. Principal is payable on an annual basis commencing May 1, 2007.

The Series 2004 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as certain other restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with the requirements of the Bond Indenture at September 30, 2014.

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2014 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2001	\$ 14,425,000	\$ -	\$ 14,425,000	\$ -	\$ -
Series 2004	14,100,000	-	275,000	13,825,000	290,000
Series 2014	-	13,945,000	-	13,945,000	260,000
Bond issue discount	-	(178,502)	-	(178,502)	-
	<u>\$ 28,525,000</u>	<u>\$ 13,766,498</u>	<u>\$ 14,700,000</u>	<u>\$ 27,591,498</u>	<u>\$ 550,000</u>

At September 30, 2014, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2015	\$ 550,000	\$ 1,531,007	\$ 2,081,007
2016	830,000	1,615,613	2,445,613
2017	875,000	1,568,688	2,443,688
2018	930,000	1,519,163	2,449,163
2019	985,000	1,466,450	2,451,450
2020 - 2024	5,845,000	6,424,800	12,269,800
2025 - 2029	7,755,000	4,540,788	12,295,788
2030 - 2034	7,780,000	2,041,538	9,821,538
2035 - 2036	2,220,000	227,475	2,447,475
Total	<u>\$ 27,770,000</u>	<u>\$ 20,935,522</u>	<u>\$ 48,705,522</u>

NOTE 8 – DEVELOPER AND RELATED TRANSACTIONS

The Developer (Harmony Development Co., LLC) and related entities own a portion of raw land within the District; therefore, revenues in the general and debt service funds include non ad-valorem assessments billed by the District on lots owned by the Developer and related entities. Developer and related assessment revenue for the fiscal year ended September 30, 2014 totaled \$934,428 for the general fund and \$1,376,009 for the Series 2001, 2004, and 2014 Bonds, of which \$67,413 was outstanding as of September 30, 2014. See Note 6 above for other Developer transactions.

In addition, the Developer provides field management services to the District. For the fiscal year ended September 30, 2014, the Developer was paid \$181,348 for these services.

NOTE 9 – CONCENTRATION

The District's activity is dependent on the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – DEFICIT NET POSITION

The District has a government-wide net position deficit balance of (\$10,907,817) as of September 30, 2014. There is no such deficit reflected in the governmental fund statements. In a prior year, certain assets were financed through the issuance of long-term debt but were conveyed to other entities for ownership and maintenance. Those capital assets are not included in the assets of the District; however, the long-term debt associated with those assets remains a liability of the District.

NOTE 11 - MANAGEMENT COMPANY

Pursuant to Section 190.007 (1), The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 12 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims from these risks have not exceeded commercial insurance coverage over the past three years.

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Assessments - Tax collector	\$ 1,545,386	\$ 1,545,386	\$ 1,554,243	\$ 8,857
Interest and other revenues	2,500	4,350	4,854	504
Total revenues	1,547,886	1,549,736	1,559,097	9,361
EXPENDITURES				
Current:				
General government	184,221	203,721	185,447	18,274
Maintenance and operations	1,286,165	1,491,429	1,235,802	255,627
Parks and recreation	65,500	65,500	52,710	12,790
Capital outlay	12,000	12,000	25,812	(13,812)
Total expenditures	1,547,886	1,772,650	1,499,771	272,879
Excess (deficiency) of revenues over (under) expenditures	-	(222,914)	59,326	282,240
OTHER FINANCING SOURCES (USES)				
Use of fund balance	-	222,914	-	(222,914)
Total other financing sources (uses)	-	222,914	-	(222,914)
Net change in fund balances	\$ -	\$ -	59,326	\$ 59,326
Fund balance - beginning			797,597	
Fund balance - ending			\$ 856,923	

See notes to required supplementary information

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2014 was amended to increase revenues by \$1,850, appropriations by \$224,764 and use of fund balance by \$222,914. The increase in revenues is primarily the result of slightly greater interest and miscellaneous revenues than originally anticipated. The increase in appropriations is primarily due to additional costs related to the installation of streetlights. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2014.

The variance between budgeted and actual general fund revenues for the current fiscal year is the result of greater than anticipated assessments being collected due to fewer people taking advantage of the discount for early payment than expected. The actual general fund expenditures for the current year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Harmony Community Development District
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Harmony Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 13, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

April 13, 2015



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Harmony Community Development District
Osceola County, Florida

We have examined Harmony Community Development District, Osceola County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2014. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2014.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Harmony Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

April 13, 2015



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Harmony Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Harmony Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2014, and have issued our report thereon dated April 13, 2015.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 13, 2015, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Harmony Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Harmony Community Development District, Osceola County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

April 13, 2015

9F.

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

CONSENT AGENDA POLICY

Drafted April 17, 2015

INTRODUCTION

It is the desire of the Board of Supervisors (“Board”) of the Harmony Community Development District (“CDD” or “District”) to implement a consent agenda policy that will expedite certain routine matters that come before the Board for action.

POLICY FOR THE CONSENT AGENDA

1. The consent agenda should consist of routine administrative, financial, and legal matters that require action from the Board.
2. Consent agenda items are expected to be non-controversial and not requiring of discussion.
3. The consent agenda is generally voted on with a single majority vote, but it may be divided into several separate items.
4. Motions, resolutions, and all supporting materials for the consent agenda should be provided to the Board members at least one week in advance.
5. Consideration of the consent agenda will be early on the regular meeting agenda, usually immediately after audience comments.
6. The Chairman or Secretary will ask if there are any changes, corrections, or deletions to the consent agenda or to any items listed on the consent agenda.
7. If any Board member wishes to remove an item from the consent agenda for separate discussion, the Chairman or Secretary will schedule that item later on the agenda.
8. The Board may ask questions of any consent agenda items or make changes to minutes without removing said items from the consent agenda.

PARAMETERS FOR THE CONSENT AGENDA

The following are criteria as to an item qualifying to be included on the consent agenda:

1. Any meeting minutes that are presented to the Board for approval are appropriate to include on the consent agenda. This includes regular meeting minutes as well as workshop minutes. Changes may be made to the minutes while included on the consent agenda.
2. Approval of check registers and invoices are appropriate for inclusion on the consent agenda. Invoices for professional services are provided separately from the check register and are approved specifically by the Board of Supervisors. Other operating invoices are approved by staff and paid, and their inclusion on the consent agenda constitutes ratification of paid invoices.
3. The item will not result, in the cumulative, in a budget being exceeded. That is, the specific change order cost associated with the item being considered for consent agenda inclusion will not result in the overall budget being exceeded.
4. The contract out of which the particular item evolves is not in default or behind schedule. That is, if the contract is “in trouble,” items relating thereto probably should not be included in the consent agenda.

5. The cost associated with the proposed consent agenda change order is the lesser of \$25,000 or 5% of the contract amount.
6. Requisitions consistent with a previously approved contract are not subject to the \$25,000 limitation, so long as the requisition is within the budget of the approved activity.
7. Inclusion in the consent agenda package will constitute a certification by staff that the item is consistent with the overall goals and objectives of the affected contract, is reasonably necessary to accomplish the work, and is the kind of change to be expected in the ordinary course of such work.
8. The proposed change is not reflective of or in response to persistent conduct by the contractor, i.e., the change order proposed is not one of many similar change orders previously given that in the cumulative would be indicative of a problem with a particular contractor or supplier.
9. Inclusion in the consent agenda package shall constitute a certification by staff of its recommendation for approval.

EXAMPLES OF ITEMS INCLUDED IN THE CONSENT AGENDA

In order to qualify to be included on the consent agenda, an item must fall into one of the following categories:

- Approval of minutes of a meeting, hearing or workshop
- Approval of invoices and check registers
- Approval of signatories for bank accounts
- Consideration of a form agreement already approved in standard form by the Board (including, but not limited to, quit-claim deeds, warranty deeds, and easement agreements)
- Request for authorization that falls within the above thresholds
- Use applications for District facilities (includes exclusive use and non-exclusive use)

ITEMS SPECIFICALLY PERMITTED ON THE CONSENT AGENDA

1. If a requisition is in connection with a final draw or close-out of a contract, while it may be included in the consent agenda, it should be noted by accompanying narrative as a “final requisition.”
2. Easements, license agreements, and other documentation reasonably necessary and anticipated in furtherance of previously approved agreements are appropriate for inclusion on a consent agenda, as approved in a standard format by the District’s legal counsel.
3. Replats, quit-claim deeds, warranty deeds, corrective instruments, and easements in the nature of “cleanup” following previously approved Board action are also appropriate for consent agenda inclusion. However, in connection with such documentation, a brief explanatory narrative should accompany the consent agenda item.

ITEMS SPECIFICALLY EXCLUDED FROM THE CONSENT AGENDA

1. Award of contracts resulting from a request for proposal or a formal bid.
2. Contract or agreement renewals, e.g., landscape maintenance, aquatic weed maintenance.
3. Approval of the draft budget or adoption of the final budget.
4. Appointments for members of the Board to fill a vacancy.
5. Appointments of members to a committee.
6. Acceptance of audited financial statements.

PROCESS FOR USING A CONSENT AGENDA

1. The Chairman or Secretary asks if there are any changes to the consent agenda or the removal of any items for individual discussion.
2. A Board member makes a motion to approve the consent agenda.
3. After the motion is seconded, the Chairman or Secretary asks for any discussion on any consent agenda item. Such discussion includes changes to minutes or clarifications on any item, but does not mean that the items need to be removed from the consent agenda.
4. If any items are removed, the Chairman or Secretary may determine where those items will be discussed, e.g., immediately following the consent agenda or elsewhere on the meeting agenda.
5. If no further objections or questions are raised, the consent agenda is voted on by voice vote.

9G.



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

RECEIVED
CORAL SPRINGS, FL

APR 20 2015

SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.

April 15, 2015

Mr. Kenneth G. Cassel
District Manager
Severn Trent Management Services
210 N. University Drive
Suite 702
Coral Springs, FL 33071

RE: Harmony Community Development District – Registered Voters

Dear Mr. Cassel:

Thank you for your e-mail dated March 23, 2015 requesting confirmation of the number of registered voters within the Harmony Community Development District as of April 15, 2015.

The number of registered voters for the Harmony CDD is 926 as of April 15, 2015.

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

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

RECEIVED
CORAL SPRINGS, FL

APR 20 2015

SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.



Tenth Order of Business



Made in the USA

***Presentation for
Harmony CDD***

www.aquacycleusa.com

www.leisurelifestyleproducts.com





Aqua Cycle "II" – 4 Person





Aqua Cycle II Specifications

- Supports 4 people comfortably to 800 pound capacity. Two passengers face forward and two face backward.
- The front passengers pedal.
- Lightweight unit 286 pounds or less for ease of maneuverability by staff
- All aluminum and stainless components.
- Stainless chain crank shafts and peddle assembly
- Includes a chain guard to protect passengers from the movement of the chain
- Decking is aluminum reinforced polyurethane
- Decking must meet US Coastguard specifications for flotation in case both pontoons are damaged.
- Tube thickness is .080 inches; Two(2) 15 inch Toons
- Two (2) adjustable seats- forward and backward- to adjust seat length from pedals
- Retractable and integrated swim ladder under back swim platform
- Eyelets on each corner for dock ties
- Central front ring welded on front brace for towing or hauling
- Injected molded polyurethane boards and seats
- Components have filed down edges for smoothness
- Dimensions: 70 inch width, 47 inch height, 13 foot length
- Boat to include Bimini top for shade and two (2) seat cushions made from UV-resistant Sunbrella fabric.

- Boats will be Boats delivered fully assembled

Supplier to attach document that indicates available colors for top & seat cushions

Blue, Green, Yellow, Red, Orange, Purple, Burgundy, Teal



Other Aqua Cycle Models



Aqua Cycle "Plus"
13 Foot / 2 Person / Back Deck + Swim Ladder



Aqua Cycle "4x4"
13 Foot / 4 Person / 4 Pedal Stations



Customer Value Proposition

- Stable & Comfortable
 - Year Round Usage (Riders Remain Dry) Expanded Seasonal Revenue Opportunity Over Other Pedal Boats!
 - Safe for Children
 - Comfortable for Adults of All Ages & Abilities
 - Large Bimini Tops for Shade from Sun
 - USCG Approved
- Easy to Pedal / Efficient / Ergonomic
 - Virtually Perfect Engineering --
 - Feels Like 1st or 2nd Gear on a Bike with 1 or 2 Adults -- About 4 MPH
 - Feels Like 4th or 5th Gear on a Bike with 4 Adults
 - Comfortable, Upright Seating Position (Center, Right or Left for Pedaling)
- FUN!
 - On-Board Integrated Swim Ladder
 - Serves as a Swim Platform on Water
 - Good Exercise and Riders are “Engaged” With On-Water Experience
 - Appeal for All Ages and All Georgia Seasons.
- “Unclip & Go”! To Get out on the Water Quickly for Swimming / Fishing / Catching a Sunset.... Or to Drift and Read a Book on the water.



Operator Business Value Proposition

- Unique Platform
 - Most Customers Have Not Seen or Experienced the Aqua Cycle
 - Broad Demographic Appeal
 - Enables Boating for Elderly and Physically Challenged
 - Ergonomic Pedaling / Comfortable Upright Seating Position Will Attract More Rental and Higher Rental Rates
 - Level Boarding with Dock. Strong Seats and Leverage Points for Holding on to for Boarding.
 - Multi-Purpose: Replaces Paddle Boats / John Boats
 - Enables Seniors or Physically Challenged to join other Kayaks or Canoes.
- Low Cost Operation
 - Extremely Durable / Exceptional Build Quality
 - All Aluminum / Stainless Construction (30 Year Lifetime)
 - Inexpensive Parts -- Easy to Replace (2 Year Parts Warranty)
 - Minimal Maintenance
 - Includes Salt Water Package / Sealed Bearings – all Stainless Steel Components

Aqua Cycle

Bimini/Cushion Colors:
Blue, Green, Red, Yellow,
Orange, Purple, Burgundy,
Teal



Optional Com-Fab Trailer

Leisure Lifestyle Products Advantage

- Personal Delivery
 - (No Freight Companies or Intermediaries)
- Completely Assembled and Quality Assured
- Local Assembly and Distribution from Peachtree City, GA
- Complete Inventory on Hand

Thank You!



Leisure Lifestyle Products, LLC

420 Dividend Drive - Suite E
 Peachtree City, GA 30269 US
 678 938 4837
 rrothley1@gmail.com
 http://leisurelifestyleproducts.com

ESTIMATE

ADDRESS
 Brenda Burgess
 610 Sycamore Street
 Suite 140
 Celebration, FL 34747

ESTIMATE # 1046
 DATE 03/17/2015
 EXPIRATION DATE 04/17/2015

ACTIVITY	QTY	RATE	AMOUNT
Aqua Cycle II Aqua Cycle II Paddle Boat - 13 Ft Long	1	3,299.00	3,299.00
Maintenance Free Pkg Salt Water Pkg / Maintenance Free Pkg	1	250.00	250.00
Front Platform Front Platform to AC II / or AC Plus	1	389.00	389.00
Front Table Front Table / Fishing Table (White)	1	239.00	239.00
Bimi Top Large Large Bimini Canopy	1	459.00	459.00
Seat Cushion Seat Cushion	2	140.00	280.00
Rod Holder Set Scotty Rod Holder Set (2)	1	86.00	86.00
Destination & Delivery Destination & Delivery Charge	1	350.00	350.00
TOTAL			\$5,352.00

Websites for your Information:

www.leisurelifestyleproducts.com
 www.aquacycleusa.com
 www.facebook.com/aquacycle

Accepted By

Accepted Date

Websites for your Information:

www.leisurelifestyleproducts.com

www.aquacycleusa.com

www.facebook.com/aquacycle

Leisure Lifestyle Products, LLC

420 Dividend Drive - Suite E
 Peachtree City, GA 30269 US
 678 938 4837
 rrothley1@gmail.com
 http://leisurelifestyleproducts.com

ESTIMATE

ADDRESS
 Brenda Burgess
 610 Sycamore Street
 Suite 140
 Celebration, FL 34747

ESTIMATE # 1047
 DATE 03/17/2015
 EXPIRATION DATE 04/17/2015

ACTIVITY	QTY	RATE	AMOUNT
Aqua Cycle 4x4 Aqua Cycle "4x4" Paddle Boat - 13 Ft Long	1	4,199.00	4,199.00
Maintenance Free Pkg Salt Water Pkg / Maintenance Free Pkg	1	250.00	250.00
Bimi Top Large Large Bimini Canopy	1	459.00	459.00
Front Table Front Table / Fishing Table (White)	1	239.00	239.00
Seat Cushion Seat Cushion	2	140.00	280.00
Rod Holder Set Scotty Rod Holder Set (2)	1	86.00	86.00
Destination & Delivery Destination & Delivery Charge	1	350.00	350.00
TOTAL			\$5,863.00

Accepted By

Accepted Date

Websites for your Information:

www.leisurelifestyleproducts.com
 www.aquacycleusa.com
 www.facebook.com/aquacycle

Eleventh Order of Business

11A.

RULES OF PROCEDURE

HARMONY COMMUNITY DEVELOPMENT DISTRICT

DRAFT

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- 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**
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- 1.12 Purchase of Insurance**
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- 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)

DRAFT

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.

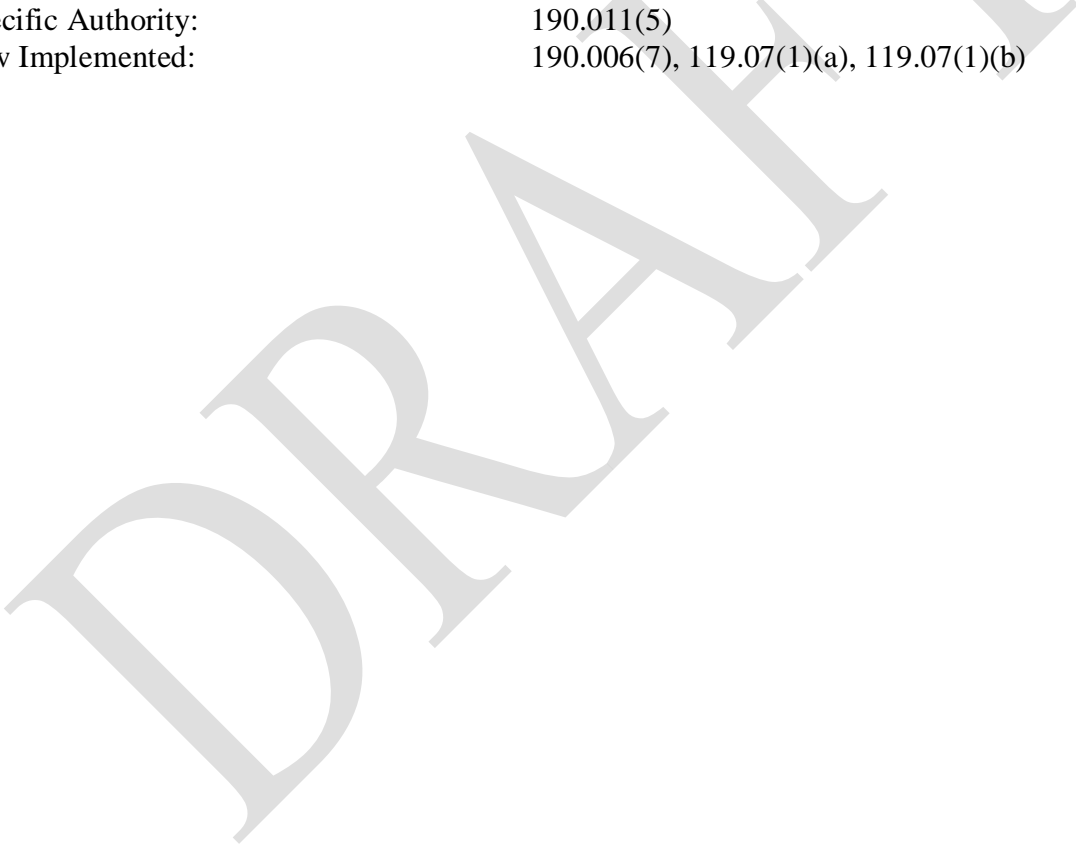
(2) Copies. Copies of public records shall be made available to the requesting person at a charge of \$.25 per page if not more than 8-1/2 by 14 inches, and for copies in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available 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, at the beginning of the meeting, 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-Section 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

RULE
HARMONY COMMUNITY DEVELOPMENT DISTRICT
Amendment 1 to Chapter 11, Rules of Procedure

CONTINUING AND FULL DISCLOSURE OF PUBLIC FINANCING

PART I. GENERAL
 PART II. SPECIFIC

PART I: GENERAL MATTERS INCLUDING DEFINITIONS

1-1.004-1.1 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.

1-1.002-1.2 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-lienable 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.

1-1.003-1.3 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.

1-1.0041.4 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

~~1-1.005-1.5~~ 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.

~~1.1.006-1.6~~ 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.

~~1-1.007-1.7~~ 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 substance 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 Oseola 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 Consel \ Rule full disclosure financing.wpd~~

HARMONY COMMUNITY DEVELOPMENT DISTRICT
Amendment 2 to Chapter 1, Rules of Procedure

VENDOR PURCHASE POLICY

Rule No.: _____ Rule Title:
Amendment 2 to Chapter 1 _____ 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 Supervisors² 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

~~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.~~

Purchaser	Date	Purchaser	Date
Purchaser	Date	Purchaser	Date
Purchaser	Date	Purchaser	Date

**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

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
RULE AMENDMENT**

Amendment 4 to Chapter I, District Procedural Rules, on Animals, Habitat and Wildlife.

~~The District shall coordinate at least annually with the Harmony Homeowners Association (HOA). This coordination shall be on exercise of restrictions, guidelines and goals concerning conduct of landowners, residents and visitors within the Harmony Community Development District jurisdiction as related to Animals, Habitat and Wildlife therein. This coordination shall be either by an annual joint meeting of the Board of Supervisors of the District and the Board of Directors of the HOA or, alternatively, by annual coordination by the District Manager, other staff and consultants with the companion Animal, Habitat & Wildlife Committee (“Animal Committee”) of the HOA. The Manager shall cause to be filed, agendaed and discussed an annual report on this coordination.~~

~~There shall be adopted a written policy, which may be modified at least annually by the District Board of Supervisors, at an annual meeting, to be adopted by reference as a rule of this District to this Amendment 4. This written policy manual shall address any specific implementing details that coincide those certain general and special 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.~~

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~~Written Policy Adopted by Reference to Chapter 1, Procedural Rule Amendment 4 as a Rule of the District on Animals, Habitat and Wildlife.~~

~~Pursuant to Harmony Community Development District Rules of Procedure Chapter 1, Amendment 4, Rules on Animals, Habitat and Wildlife, this written policy is subject to noticed annual review and possible modification by the District Board, and is adopted by reference as a Rule of the Harmony Community Development District; it addresses the coinciding of the restrictions, guidelines and goals of the Harmony Homeowners Association on residential properties, as implemented in part by the Harmony Homeowner Association (HOA) Animal Committee, with those general and special powers in the state charter of the Harmony Community Development District that relate to Animals Habitat and Wildlife.~~

Section 1.

Preamble

1.1. Findings

~~1.1.1. The special and unique character of the Harmony Community is important to the Board of Supervisors of the Harmony Community Development District as it implements its single specialized state growth management purpose of providing systems, facilities, services and related infrastructure projects to the land area within its jurisdiction; and~~

~~1.1.2. The District appreciates the work of the Harmony Institute, the Birchwood Acres Limited Partnership, LLLP, the Harmony Homeowner Association (“HOA”) and the Homeowner Association Companion Animal Habitat and Wildlife Committee (“Committee”);~~

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1.2. Ascertainments

~~1.2.1. The special nature of this community is reflected not only in the Homeowner Association Declaration of Covenants, Conditions and Restrictions, as related expressly to Restrictions, Guidelines and Goals concerning Companion Animals, Habitat and Wildlife, but also as provided in all growth management, planning and permitting development entitlements to the use of the land (including any applicable comprehensive planning, zoning and development order conditions);~~

~~1.2.2. The CDD does not have the regulatory enforcement power that is available either to general purpose local governments or, under applicable law, to the Homeowner Association; and~~

1.3. Determinations

~~1.3.1. The District in exercising any of its powers regarding any applicable projects, must act in compliance with, not be inconsistent with and remain subject to all applicable land use and development laws, rules and regulations on the Harmony Development; and~~

~~1.3.2. The general and special powers and projects granted to the District by its state created charter may be used by the District for limited, flexible and innovative implementation in order to accommodate the special nature of the Harmony community; and~~

~~1.3.3. Among these possibilities are the coinciding of HOA Animal, Habitat and Wildlife goals, values and guiding principles with the exercise by the District of certain of its special powers; and~~

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~~1.3.4. 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), Fla. Stat.; 2) unique specialized transportation facilities under subsection 190.012(1)(d), Fla. Stat.; 3) parks and facilities for such diverse but appropriate indoor and outdoor uses for recreation, culture and education under section 190.012(2)(a), Fla. Stat.; 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; and~~

~~1.3.5. The District Board has the power expressly to promulgate rules and orders under chapter 120, Fla. Stat., to prescribe administrative rules and functions with respect to any of the projects of the District and to define the area to be included therein, all related to the conduct of District business; and~~

~~1.3.6. The District has contracted with appropriate management, engineering and legal consultants to implement these requirements and may retain other consultants as may be appropriate to work with its existing staff and consultants on projects as assigned by the District Board; and~~

~~1.3.7. It is in the public interest, consistent with the single narrow growth management purpose of this District, to identify and to exercise its powers and projects in order to coincide efforts with those of the HOA and the Committee to provide, as a model, a set of effective, innovative and precedent setting joint efforts to be coincided;~~

~~1.4. Intent.~~

~~It is the intent of the members of the Board of Supervisors of the Harmony Community Development District to authorize its manager, general counsel, engineer and other staff and consultants to use the identified special and general powers of the District in concert with the~~

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~~jurisdiction and powers in the private sector of the Harmony Homeowners Association in order to coincide their respective but different powers, duties, limitations and duties to provide for safe, healthy, environmentally sound and comprehensive Animal Restrictions, Guidelines and Goals for Animals, Habitat and Wildlife within the jurisdiction of the District.~~

~~1.5. Purpose.~~

~~The purpose at the minimum is to require annual coordination in order to provide for the innovative coinciding required by this rule. This coordination shall be by a joint meeting of the District Board of Supervisors with the Harmony Association Board of Directors. In the alternative, this coordination may be between the Harmony Association Animal Committee and its staff and consultants with the manager, general counsel, engineer and other staff and consultants to the District. This coordination then shall be summarized at least annually in a written report submitted to the Board of Supervisors of the District by the District Manager at which time there will be an express opportunity to review this written policy and make any amendments to it pursuant to District Amendment 4, Chapter 1.~~

Section 2.

Implementation

~~2.1. Section 1.1 through 1.5, of Section 1, the Preamble, are adopted in this written policy manual expressly by reference as dispositive and as adopted by the Board by reference.~~

~~2.2. As time goes by, the joint coordination and annual report shall address:~~

~~2.2.1. Innovative and timely coinciding of the Harmony Residential Properties Restrictions, Guidelines and Goals concerning companion Animals, Habitat and Wildlife as reflected in the Harmony HOA declarations with the following expressed special powers of the Harmony Community Development District in its charter:~~

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~~a. Planning, construction, maintaining, managing and financing innovative conservation areas, (section 190.012(1)(f), Fla. Stat).~~

~~b. Planning, construction, maintaining, managing and financing innovative mitigation areas (section 190.012(1)(f), Fla. Stat).~~

~~c. Planning, construction, maintaining, managing and financing innovative wildlife habitat areas (section 190.012(1)(f), Fla. Stat).~~

~~d. Maintenance of plant species in conservation, mitigation or wildlife areas as they relate to domestic and wildlife interests (section 190.012(1)(f), Fla. Stat).~~

~~e. Maintenance of any applicable animal species regarding domestic or wildlife that exists in conservation, mitigation or wildlife habitat areas (section 190.012(1)(f), Fla. Stat).~~

~~f. Innovative use of any interest in real or personal property that relates to conservation, mitigation and wildlife areas including the maintenance of plant or animal species (section 190.012(1)(f), Fla. Stat).~~

~~g. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for recreational use (section 190.012(2)(a), Fla. Stat).~~

~~h. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for culture and cultural use (section 190.012(2)(a), Fla. Stat).~~

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~~i.—Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for education and educational use (section 190.012(2)(a), Fla. Stat).~~

~~j.—Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for school buildings and related school or educational structures which may be leased, sold or donated to the school district for use in the educational system as it relates to Animal, Habitat and Wildlife assets (section 190.012(2)(c), Fla. Stat).~~

~~k.—Planning, construction, implementation, acquiring, financing and maintenance other innovative projects by interlocal agreement or by development order condition on the District by operation of law under (section 190.012(1)(g), Fla. Stat., based on the definition of “project” in section 190.003(15), Fla. Stat.).~~

~~1. Short term and longer term strategic planning on the exercise of these special powers to provide, enhance and maintain the best interests of Animals, Habitat and Wildlife coincided with the HOA and the HOA Animal Committee to exercise all powers necessary, convenient, incidental or proper in connection with any of these matters under section 190.011(15) and (16), Fla. Stat.~~

~~2.2.2. The annual coordination between the Harmony Community Development District and the Board of Directors of the Harmony HOA or its Animal Rules Committee shall be by the alternative meetings set forth in section 1.5., at least annually, and report annually to the Board of Supervisors of the District, on new and innovative ways to apply the above referenced special powers specifically each to the Restrictions, Guidelines and Goals of the Animal Rules Committee and related policy recommendations.~~

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~~2.3. The work to be coordinated with the HOA is to draft and to suggest proposals that may include use of contracts and agreements; amendments to the Oseeola County Comprehensive Plan and any applicable development orders, in concert with the landowners and developers; any other innovative ideas; all subject to the expressed approval and implementation by the District Board of Supervisors.~~

~~2.4. Annual implementation shall be pursuant to Exhibit A, attached hereto and incorporated herein as part of this policy manual and rule which also may be amended at least annually.~~

~~Attachment – Exhibit A~~

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**Exhibit A to Rule to Amendment 4 Written Policy Manual
Specific Implementation**

~~1. **Joint Notices.** The Board of Supervisors of the Harmony Community Development District and the Board of Directors of the Harmony Homeowners Association (HOA), (or alternatively as delegated to its Animal Rules Committee), through their respective consultants, agents and representatives, will provide for joint notices, posted at conspicuous effective places, of certain specific standards governing the conduct in Animal, Habitat and Wildlife areas that now or hereafter may be set up. The notice shall alert residents, landowners, visitors and tourists that there are certain rules of etiquette and procedures which must be followed and that designated volunteers for the Harmony HOA will be participating in a Harmony Watch Program and have the authority:-~~

~~a. — To advise violators (those whose conduct appears to be inconsistent with these rules, policy manual and standards of conduct) of their conduct in a firm, clear and friendly and respectful manner but not to engage in any confrontation.~~

~~b. — To report such violators to any security personnel employed by the District, to the District Manager or, as applicable, to the Osceola County Sheriff.~~

~~2. **Hours of Operation.** Hours of operation shall be one half hour after sunrise to one half hour before sunset daily including holidays.~~

~~3. **Registration and Tags.** The manager and members of the Harmony HOA Animal Rules Committee will work on certain designated tags to accomplish the requirements of these rules:~~

~~a. — There shall be a system of three different colored tags:~~

~~1) — The tag system will change on an annual basis because they will rotate every year with one color for residents or homeowners within the jurisdiction of the District; another color for those who are nonresident and non-homeowner members of the public; and other colors for tags as may be necessary.~~

~~2) — The Dog Park Tags are good for one year, expiring on the last day of the month of registration.~~

~~3) — Harmony Dog Park Tags for 2003: Residents = Orange bone shaped consecutively numbered 1000-1099. Nonresidents = Green~~

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~~Fire Hydrant shaped (numbered 2000-2099). The tag colors and numbers will change every year at renewal.~~

~~4) Temporary paper permits may be issued by the District. The purpose of these temporary permits is to allow someone to experience the dog park amenity on a limited basis such as for one day or a weekend. They allow Birchwood and other developer/sales staff for prospects in the same way someone might be allowed to have a complimentary round of golf. Proof of rabies would be necessary. The temporary permit needs to be on the person of the owner. The registration form for temporary permits will be the one used for nonresidents.~~

~~b. No tags or other indicia shall be issued, absent written certification on file in the District offices:~~

~~1) That under any applicable federal, state and local law, all registrations, filings and related activities have been completed including, for example, but limited to, rabies shots.~~

~~2) That all applicable fees have been paid at the rate of \$300.00 per year, per dog, per registration. These fees shall apply only to non-homeowner, non-residents members of the public.~~

~~4. Standards of Conduct. The manager, upon the express approval of the Board of Supervisors of the District, shall arrange for certain standards of conduct, worked out in concert with the HOA, and consistent with the limited authority of the District, to be published on or referenced by appropriate plaques, tags and signs. These conduct rules will apply to different Animals, Habitat and Wildlife as needed and as attached as sub-exhibits to Exhibit A.~~

WELCOME TO THE HARMONY DOG PARK
(moved to Chapter 4, Section 7)

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 strictly adhered to.

7.2.2 Violators may have their access to the parks restricted, ~~or~~ be charged with trespassing, or both.

7.2.3 Users of the Harmony Dog dog Park-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 ~~Town of~~ Harmony CDD, ~~nor The the~~ Harmony Institutecommunity, ~~nor any of their~~ affiliated Boards-boards, ~~or~~ employees, or consultants shall be liable for any injury or any damage sustained while using this park.

7.3 General Policies

~~1-7.3.1~~ The Harmony Dog-dog Park-parks ~~is-are an~~ off-leash dog-areas for dogs, their handlers, and those accompanying them. No other use is permitted. No animals other than dogs are permitted-allowed in the Dog-dog Park-parks.

~~2-~~ ~~All dogs must be registered with the Town of Harmony and display the appropriate tag on their collars or their handler must have a guest pass in his possession at all times when in the park.~~

~~3-7.3.2~~ Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be approved and scheduled by the Harmony Companion Animal, Habitat, and Wildlife Committee requested through the Special Event Application Process, as outlined in section 8 of these rules.

~~4-7.3.3~~ Handlers must ~~"Scoop the Poop"~~ pick up any waste left by their dogs. Doggie pot stations and Waste-waste receptacles are available in the dog parks and throughout the Harmony community for your use.

~~5-7.3.4~~ Dogs must be on a leash when entering ~~or-and~~ exiting the ~~off-leash-dog~~ areaparks. Handlers must have possession of the dog leash at all times.

~~6-7.3.5~~ Dogs must be under the control of their handler and in view of their handler at all times.

7.3.6 The Maximum-maximum number of ~~two~~ dogs per handler is two (2).

~~7-7.3.7~~ Dogs must be removed from the ~~off-leash-areadog~~ dog parks at the first sign of

aggression. No spiked collars are permitted.

~~8.7.3.8~~ No female dogs in heat are allowed inside the ~~Dog-dog Park parks~~ or in close range to any dogs entering or exiting the ~~Dog-dog Parkparks~~.

~~9.7.3.9~~ 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.

~~10.7.3.10~~ No ~~dog less than four months of age is allowed outside the small dog area unless carried by its handler~~unvaccinated dogs are permitted in the dog parks.

~~11.7.3.11~~ Children ~~eight younger than 12 years old of age and under are not allowed in the off-leash dog areas. Handlers must be 16 years of age or older unless~~must be supervised by an adult in the dog parks.

~~12.7.3.12~~ No smoking is permitted in the dog parks.

~~7.3.13~~ ~~no~~No glass containers of any kind are permitted in the dog parks.

~~7.3.14~~ ~~no~~No food is permitted in the dog park except for training treats.

~~13.7.3.15~~ Hanging objects of any kind from the fences around or throughout the ~~Harmony Dog-dog Park parks~~ is prohibited.

Dog Park Tag #

Expiration Date:

Harmony Pet Registration Form

CONTACT INFORMATION

Owner's Name _____

Address: _____

Home Phone: _____ Work: _____

Cell Phone/ pager: _____ Email _____

Out of Area _____

Emergency Contact: _____ Phone: _____

Pet's Name: _____ Birthdate _____

Species: Dog _____ Cat _____ Other (please specify) _____

Breed: _____ Color/Markings _____

Sex: Male Neutered Y/N _____ Female Spayed Y/N _____ Microchipped Y/N _____

Veterinary Clinic _____ Phone: _____

Vaccination Date: Rabies _____ DHLPP _____ Other _____ initials () _____

Special Needs/Medical information _____

Feeding Instructions: Please write *specific* instructions including type of food (dry or

wet), brand name, how much and when to feed your pet. _____

Please give any additional information that would help us care for your pet: _____

~~Pets are part of our families and on occasion need protection and rescue from accidents or natural disasters that their owners may not be able to anticipate or control. To make sure that companion animals living in the town of Harmony are assured the safest possible environment the “Harmony Residential Properties Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife” require that “for purposes of emergency management, all animals shall be registered with the Companion Animal Habitat and Wildlife Committee”(the “Committee”).~~

~~Registration must be provided to the Committee within seven (7) days of owned animals moving into their new home in the community. Registration information will be used only for purposes of providing appropriate care for our animal neighbors and to assist in efforts to be reunited with their people. Information will not be shared with others or used for any other purpose without prior consent of the registrant. The Harmony Institute currently manages this requirement for the Committee.~~

~~In the event of a community emergency, the owner understands and agrees that the pet identified on this form may be handled or cared for by emergency personnel or by Harmony Institute staff, volunteers, or members of the Harmony community. In no event shall any party, including but not limited to the Harmony Institute, the Harmony Residential Owners Association or any person acting on their behalf or at their direction, in such circumstances be liable for any loss, claim, damage or injury resulting therefrom including, but not limited to, disease, theft, fire, death, escape, injury, or harm to persons, or such animal or other animals or property. In the event of a community emergency, if the state of the animal’s health requires professional attention, the Harmony Institute or it’s agent, in its sole discretion, is hereby authorized to engage the services of a veterinarian of its choosing, To administer medicine, or to give other requisite attention to the animal, and expenses thereof shall be paid by the Owner.~~

~~Dog Park Users ONLY: Owners are responsible for controlling their dog(s) and are responsible for any injury to other dogs or to the public. I hereby attest that I have received a copy of and agree to abide by the Harmony Dog Park Rules.~~

~~_____ (Owner) _____ (Date)~~

**Dog Park Tag # Expiration
Date**

Harmony Dog Park Non-resident Permit Application

CONTACT INFORMATION

Owner's Name _____

Address: _____

Home Phone: _____ Work: _____

Cell Phone/ pager: _____ Email _____

Emergency Contact: _____ Phone: _____

Pet's Name: _____ Birthdate _____

Breed _____ Color/Markings _____

Sex: Male Neutered Y/ N Female Spayed Y/ N Microchipped Y/N

Veterinary Clinic _____ Phone: _____

Vaccination Date: Rabies _____ DHLPP _____ Other _____ initials _____

Pet's Name: _____ Birthdate _____

Breed _____ Color/Markings _____

Sex: Male Neutered Y/ N Female Spayed Y/ N Microchipped Y/N

Veterinary Clinic _____ Phone: _____

Vaccination Date: Rabies _____ DHLPP _____ Other _____ initials _____

Owners are responsible for controlling their dog(s) and are responsible for any injury or damage to other dogs or to the public. In no event shall any party, including but not limited to the Harmony Institute, the Harmony Residential Owners Association or any person acting on their behalf or at their direction, be liable for any loss, claim, damage or injury resulting from use of the Harmony Dog Park or surrounding facilities.

I hereby attest that I have received a copy of and agree to abide by the Harmony Dog Park Rules.

_____ (Owner) _____ (Date)

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.

1.3 Authority

Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by resolution which may be amended from time to time and adopted by the Board of Supervisors at a publicly advertised meeting, the District may collect Special Event fees or charges necessary for the conduct of District activities and services. Refer to Sections 8 and 9 of Chapter 4, Parks and Recreation Facilities Use for rules regarding Special Events.

1.034 Schedule of Rates, Fees, and Charges

1.4.1 Non-Resident Membership Fee

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.

1.4.2 Recreational Usage Fee and Rental Schedule

1.4.2.1 Soccer/Football Field: \$15 per hour

1.4.2.2 Swim Club and Ashley Park Pools Reserved Patio Areas: \$100 for up to a four- (4) hour maximum.

1.4.2.3 Buck Lake Pavilion: \$60 for up to a four- (4) hour maximum.

1.4.2.4 Buck Lake Fishing Pier: \$100 for up to a two- (2) hour maximum.

1.4.2.5 Town Square: \$250 for up to a four- (4) hour maximum.

1.4.3 General Provisions:

- 1.4.3.1 The damage deposit of \$250 is in addition to all fees designated in the fee schedule.
- 1.4.3.2 The maximum timeframes include setup and breakdown time. Failure to have vacated the premises more than fifteen (15) minutes after the maximum time allowed may result in the loss of deposit.
- 1.4.3.3 The above-listed fees are applicable to all users of the District’s recreational facilities, including but not limited to the following:
 - 1.4.3.3.1 for-profit and non-profit organizations
 - 1.4.3.3.2 individuals who do not possess a valid access ID card pursuant to Chapter 4, Parks and Recreation Facilities Rules
 - 1.4.3.3.3 any resident reserving the facilities on behalf of a business or a non-profit organization
- 1.4.3.4 Residents are limited to two (2) free rentals of a facility per year (not including the deposit as referenced above).
- 1.4.3.5 Non-resident use of the soccer/football field is limited to 50% of available use, or no more than three (3) days each week may be reserved by non-resident organizations in the aggregate.
- 1.4.3.6 The entire pool areas at Ashley Park and at the Swim Club may not ever be rented for exclusive use. All access cardholders will have access to the pool areas during operating hours at all times.
- 1.4.3.7 Rental of the Buck Lake fishing pier only includes the pier on the west side of the dock structure.
- 1.4.3.8 All rental and usage fees are non-refundable.

1.4.4 Waivers and Reductions of Fees

The Board reserves the right to waive or reduce rental fees and/or deposits on a case-by-case basis, which will be done by a motion of the Board of Supervisors at a publicly advertised meeting.

1.045 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

**Harmony Community Development District
Rules
Chapter 4**

~~Harmony Community Development District
Parks and Recreation Facilities Rules¹~~

1. DEFINITIONS

1.1 General Use

Any use of the District Recreational Facilities as defined below in ~~section-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-Section~~ 7.2.²

1.3 Organizer

The individual, entity, organization, or company in charge of the event.

1.4 Dock Master

Individual(s) responsible to the District for maintenance of District Boating Facilities.

1.5 District

The Harmony Community Development District.

1.6 District Office

The office of the District Manager located at 610 Sycamore Street, Suite 140, Celebration, FL 34747. Phone number: 407-566-1935. Email Address: admin@harmonyccd.org.

1.7 District Manager

The person employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

1.8 District Swimming Pool Facilities

¹ 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.

² 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.

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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.harmonyccd.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.

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1.17 **Child Guardian** – shall mean a person who is not a resident of the District who is at least eighteen (18) years of age and has been designated as a guardian for a child or children who are under the age of fourteen (14) and are residents of the District, as evidenced by an executed and notarized Guardianship Power of Attorney form.

1.18 **Guardian Access ID Card** – shall mean the access ID card issued to a person who has been designated as a Child Guardian by a Family.

1.19 **Active Duty Military Services Member** – shall mean a person who is employed full-time in military services for the United States.

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.

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[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, and must also follow the provisions of [Rules-Sections 4 and 5](#) below.

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; that matches the address within the District shown on all other documents utilized for the purposes of demonstrating proof of renter-status; 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.

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- 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.

3.1.5.10 The provisions in Section 3.1.5.5 requiring that the address on the Driver License or Florida Identification be an address within the District that matches the address within the District shown on all other documents utilized for the purposes of demonstrating proof of renter-status shall be waived for Active Duty Military Service Members who present a valid Military Identification Card. This waiver shall extend to the immediate family members of the Active Duty Military Service Member. All other provisions in Section 3.1.5 shall remain in effect.

- 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-Section 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.

- 3.4 One (1) Guardian Access ID Card may be issued to a person acting as a Child Guardian for a Family at any one time. Such Guardian Access ID Cards shall cost \$10.00. Payments for these cards are non-refundable. The Child Guardian being issued the card must be at least eighteen (18) years of age. An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) the Child Guardian will be responsible for shall be provided to the District before a Guardian Access ID Card can be issued. A Guardian Access ID Card shall be valid for one (1) year from the date of issuance and shall be subject to the suspension provisions in Section 4.6. The Child Guardian shall not be permitted to access the District Swimming Pool Facilities or the District Buck Lake Dock and Boat Facilities without being accompanied by one or more of the children for which they are acting as a Child Guardian. The Child Guardian shall not be permitted to bring Guests to the District Swimming Pool Facilities or the District Buck Lake Dock and Boat Facilities at any time. 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~~

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~~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).
- 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.

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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 d twelve (12) and older with a valid Access ID Card. Children age d 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.~~

~~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:~~

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- ~~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~~Boats

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.

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

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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.

5.4112 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 7-8 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 89.6 and 89.7 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.

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.

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- 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 78.1](#) 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 89.7](#) 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 89.8](#) 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 89.2](#) 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, 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

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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.

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7.2 User Responsibility

7.2.1 For the safety of all people and dogs, all dog park rules must be strictly 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 any injury or any 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.

7.3.5 Dogs must be under the control of their handler and in view of their handler at all times.

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- [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 the 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
- ~~Graduation, and other receptions~~
- Club Activities
- Instructional Classes
- Registrations
- Plays/-Musicals
- Walk-a-thons
- Dog Shows or other pet shows
- Events
- Wedding, graduation, and other receptions
- Garage Sales
- Beauty Pageants
- Magic Shows
- Concerts
- Dances
- Auctions
- Athletic Events
- Political Events
- Religious

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 included in Chapter 3, Membership Rates, Fees, and Charges for Use of Recreational Facilities 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 which may be amended from time to time and adopted by the Board of Supervisors at a publicly advertised meeting, the District may collect Special Event fees or charges necessary ~~to~~ for the conduct ~~the~~ of District activities and services. Refer to Chapter 3, Membership Rates, Fees, and Charges for Use of Recreational Facilities for a list of such rates, fees, and charges.

809.6.2 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.

809.7 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 INDEMNIFY³, DEFEND, AND HOLD THE DISTRICT HARMLESS⁴ for any and all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses,

³ As used in this policy, the phrase "indemnify" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." Blacks Law Dictionary 769 (6th ed. 1990).

⁴ 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.

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 ~~Section~~ Section 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.

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, CountyCounty, 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.

11B.

RULES OF PROCEDURE

HARMONY COMMUNITY DEVELOPMENT DISTRICT

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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)

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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, 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 must select a chair, 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 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 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 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, at the beginning of the meeting, designate a specified period of time for public comment on the meeting agenda. 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, 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, 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 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; specific action requested; specific reason for adoption, amendment, or repeal; the date submitted; 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 (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 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 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 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 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-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-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, 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 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 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 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 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, 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, 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 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 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 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 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 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-qualified firm, based on the ranking by the evaluation standards. Failing accord with the second 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 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 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 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 Section 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 seven (7) 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 _____ 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

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
Amendment 1 to Chapter 1, Rules of Procedure**

CONTINUING AND FULL DISCLOSURE OF PUBLIC FINANCING

PART I. GENERAL

PART II. SPECIFIC

PART I: GENERAL MATTERS INCLUDING DEFINITIONS

1.1 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.

1.2 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), 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)” means any person of the general public who contacts by telephone, email, facsimile, U.S. mail, or 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 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-lienable 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 ongoing 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 at noticed 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 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.

1.3 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 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.

1.4 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

1.5 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-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.

1.6 Forms. Public financing as defined and determined under 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.

1.7 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 website 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.

**HARMONY COMMUNITY DEVELOPMENT DISTRICT
Amendment 2 to Chapter 1, Rules of Procedure**

VENDOR PURCHASE POLICY

The Vendor Purchase Policy of the District, adopted at a rulemaking hearing of the Board of 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, Florida Statutes
Implemented - Section 190.007, Florida Statutes
History - 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 receives a copy of this policy and agrees to abide by its terms as indicated by the 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 and District but this policy shall govern to the extent of any inconsistency with any other written provisions between Vendor and District.

At least two weeks prior to every regularly scheduled District Board of Supervisors meeting, Vendors shall submit to the District Manager bills or invoices for good or services purchased by the District from the 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 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 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 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 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 _____, _____.

Vendor

Harmony Community Development District Rules, Chapter 3

Membership Rates, Fees, and Charges for Use of Recreational Facilities

1.1 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") recreational facilities, and to provide for an effective date. The effect of this Rule is to broaden the responsibility for the District's recreational facilities.

1.2 Necessity

To adopt uniform and comprehensive rates, fees, and charges pertaining to use of the District's recreational facilities within the District.

1.3 Authority

Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by resolution which may be amended from time to time and adopted by the Board of Supervisors at a publicly advertised meeting, the District may collect Special Event fees or charges necessary for the conduct of District activities and services. Refer to Sections 8 and 9 of Chapter 4, Parks and Recreation Facilities Use for rules regarding Special Events.

1.4 Schedule of Rates, Fees, and Charges

1.4.1 Non-Resident Membership Fee

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 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 property owners for similar use of the District's recreational facilities.

1.4.2 Recreational Usage Fee and Rental Schedule

- 1.4.2.1 Soccer/Football Field: \$15 per hour
- 1.4.2.2 Swim Club and Ashley Park Pools Reserved Patio Areas: \$100 for up to a four- (4) hour maximum.
- 1.4.2.3 Buck Lake Pavilion: \$60 for up to a four- (4) hour maximum.
- 1.4.2.4 Buck Lake Fishing Pier: \$100 for up to a two- (2) hour maximum.
- 1.4.2.5 Town Square: \$250 for up to a four- (4) hour maximum.

1.4.3 General Provisions:

- 1.4.3.1 The damage deposit of \$250 is in addition to all fees designated in the fee schedule.
- 1.4.3.2 The maximum timeframes include setup and breakdown time. Failure to have vacated the premises more than fifteen (15) minutes after the maximum time allowed may result in the loss of deposit.
- 1.4.3.3 The above-listed fees are applicable to all users of the District's recreational facilities, including but not limited to the following:
 - 1.4.3.3.1 for-profit and non-profit organizations

- 1.4.3.3.2 individuals who do not possess a valid access ID card pursuant to Chapter 4, Parks and Recreation Facilities Rules
- 1.4.3.3.3 any resident reserving the facilities on behalf of a business or a non-profit organization
- 1.4.3.4 Residents are limited to two (2) free rentals of a facility per year (not including the deposit as referenced above).
- 1.4.3.5 Non-resident use of the soccer/football field is limited to 50% of available use, or no more than three (3) days each week may be reserved by non-resident organizations in the aggregate.
- 1.4.3.6 The entire pool areas at Ashley Park and at the Swim Club may not ever be rented for exclusive use. All access cardholders will have access to the pool areas during operating hours at all times.
- 1.4.3.7 Rental of the Buck Lake fishing pier only includes the pier on the west side of the dock structure.
- 1.4.3.8 All rental and usage fees are non-refundable.

1.4.4 Waivers and Reductions of Fees

The Board reserves the right to waive or reduce rental fees and/or deposits on a case-by-case basis, which will be done by a motion of the Board of Supervisors at a publicly advertised meeting.

1.5 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: _____

Harmony Community Development District Rules, Chapter 4

Parks and Recreation Facilities Rules¹

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 Section 7.2.²

1.3 **Organizer**

The individual, entity, organization, or company in charge of the event.

1.4 **Dock Master**

Individual(s) responsible to the District for maintenance of District Boating Facilities.

1.5 **District**

The Harmony Community Development District.

1.6 **District Office**

The office of the District Manager located at 610 Sycamore Street, Suite 140, Celebration, FL 34747. Phone number: 407-566-1935. Email Address: admin@harmonyccd.org.

1.7 **District Manager**

The person employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

1.8 **District 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.harmonyccd.org/public-records/rules.

¹ The following revised rules were adopted on _____, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes and pursuant to Chapter 1, Sections 1.4 and 1.5 of the Rules of Procedure of the Harmony Community Development District.

² The terms “Special Event” and “Event” will be used interchangeably throughout these Rules to refer to such Special Events as defined in Section 1.2.

Harmony Community Development District Rules Chapter 4

- 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 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.
- 1.17 **Child Guardian** – shall mean a person who is not a resident of the District who is at least eighteen (18) years of age and has been designated as a guardian for a child or children who are under the age of fourteen (14) and are residents of the District, as evidenced by an executed and notarized Guardianship Power of Attorney form.

**Harmony Community Development District Rules
Chapter 4**

- 1.18 **Guardian Access ID Card** – shall mean the access ID card issued to a person who has been designated as a Child Guardian by a Family.
- 1.19 **Active Duty Military Services Member** – shall mean a person who is employed full-time in military services for the United States.

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 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 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

Harmony Community Development District Rules Chapter 4

completing the Harmony CDD Access Card Registration Form attached hereto and available on the District website at www.harmonyccd.org/public-records/rules, and must also follow the provisions of Sections 4 and 5 below.

- 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 that matches the address within the District shown on all other documents utilized for the purposes of demonstrating proof of renter-status; 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.
- 3.1.5.10 The provisions in Section 3.1.5.5 requiring that the address on the Driver License or Florida Identification be an address within the District that matches the address within the District shown on all other documents utilized for the purposes of demonstrating proof of renter-status shall be waived for Active Duty Military Service Members who present a valid

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Chapter 4**

Military Identification Card. This waiver shall extend to the immediate family members of the Active Duty Military Service Member. All other provisions in Section 3.1.5 shall remain in effect.

- 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, Section 1.3 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.
- 3.4 One (1) Guardian Access ID Card may be issued to a person acting as a Child Guardian for a Family at any one time. Such Guardian Access ID Cards shall cost \$10.00. Payments for these cards are non-refundable. The Child Guardian being issued the card must be at least eighteen (18) years of age. An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) the Child Guardian will be responsible for shall be provided to the District before a Guardian Access ID Card can be issued. A Guardian Access ID Card shall be valid for one (1) year from the date of issuance and shall be subject to the suspension provisions in Section 4.6. The Child Guardian shall not be permitted to access the District Swimming Pool Facilities or the District Buck Lake Dock and Boat Facilities without being accompanied by one or more of the children for which they are acting as a Child Guardian. The Child Guardian shall not be permitted to bring Guests to the District Swimming Pool Facilities or the District Buck Lake Dock and Boat Facilities at any time.

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 .
- 4.4 Children aged fifteen (15) and under must be under adult supervision to use the District Swimming Pool Facilities.

Harmony Community Development District Rules Chapter 4

- 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 Section 4.6), and/or a charge of Trespass (per Section 2.1).
- 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 aged twelve (12) and older with a valid Access ID Card. Children aged 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.

Harmony Community Development District Rules Chapter 4

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 Responsibility for Damages

Users are responsible for any and all damages to the boats while in their care and custody.

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 Boats

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.

5.9 Inspection Prior to Boat Use

5.9.1 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.

5.9.2 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.

5.9.3 If any boat user discovers damage to the boats, the user must refrain from using the boat until further notification from the District Manager.

5.10 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, 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.

5.11 State and Federal Laws

All persons using boats must obey all federal, state and local boating laws while using the boat.

Harmony Community Development District Rules Chapter 4

5.12 **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 operating hours, weather permitting. Space may be limited due to Event reservations or other District activities (see Section 8 for Event-scheduling policies). Use of the District Soccer and Volleyball Facilities is subject to Special Event fees and charges as set forth in Sections 9.6 and 9.7 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 Section 4.6.
- 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 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 Section 4.6.
- 6.1.8 Users must follow the procedure set forth in Section 8.1 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 9.7 below.

Harmony Community Development District Rules Chapter 4

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 9.8 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 9.2 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, 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 strictly adhered to.

Harmony Community Development District Rules Chapter 4

- 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 any injury or any 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.
- 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.

Harmony Community Development District Rules Chapter 4

- 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 the fences around or throughout the dog parks is prohibited.

8. SPECIAL EVENT APPLICATION PROCESS

8.1 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.

8.2 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.

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 | ▪ Wedding, graduation, and other receptions |
| ▪ Anniversary Parties | ▪ Beauty Pageants |
| ▪ Club Activities | ▪ Magic Shows |
| ▪ Instructional Classes | ▪ Concerts |
| ▪ Registrations | ▪ Dances |
| ▪ Plays/Musicals | ▪ Auctions |
| ▪ Walk-a-thons | ▪ Athletic Events |
| ▪ Dog Shows or other pet shows | ▪ Political Events |
| ▪ Garage Sales | ▪ Religious |
| ▪ Events | |

8.3 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:

- 8.3.1 Time of the performance or function and the duration of the Special Event.
- 8.3.2 Any disruption of the normal use of District Recreation Facilities.
- 8.3.3 Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.
- 8.3.4 Whether the Special Event is consistent with Harmony’s Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

8.4 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:

8.4.1 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.**

8.4.2 Fee Schedule

The Event Organizer may be required to pay a user fee pursuant to a fee schedule included in Chapter 3, Membership Rates, Fees, and Charges for Use of Recreational Facilities adopted by the Board and kept at the District Manager’s office.

8.4.3 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.

8.4.4 Event Agenda

Show times, other function times, etc.

8.4.5 Vendor/Supplier List

Names, addresses, phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at the event.

8.4.6 Logistical Schedule of Event

Deliveries, setup, and cleanup.

8.4.7 **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.

8.4.8 **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.

8.4.9 **Other Approvals**

Street closure approval and any other applicable government-issued permits and approvals are the responsibility of the Event Organizer.

9. 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.

9.1 **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.

9.2 **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.

9.3 **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.

9.4 **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.

9.5 **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.

9.6 **Special Event Fees and Charges**

9.6.1 Pursuant to the authority in Section 190.011 (10), Florida Statutes, and as may be provided by District resolution which may be amended from time to time and adopted by the Board of Supervisors at a publicly advertised meeting, the District may collect Special Event fees or charges necessary for the conduct of District activities and services. Refer to Chapter 3, Membership Rates, Fees, and Charges for Use of Recreational Facilities for a list of such rates, fees, and charges.

9.6.2 **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.

9.7 **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.

9.8 **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 INDEMNIFY³, DEFEND, AND HOLD THE DISTRICT HARMLESS⁴ 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 Section 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.

9.9 **Insurance Requirements**

9.9.1 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.

9.9.2 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.

³ As used in this policy, the phrase "indemnify" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." Blacks Law Dictionary 769 (6th ed. 1990).

⁴ 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.

- 9.9.3 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.
- 9.9.4 The District reserves the right to adjust insurance requirements on a per-Event basis.
- 9.9.5 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).

9.10 **Special Event Approval**

9.10.1 **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.

9.10.2 **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.

9.11 **Responsibility Statement**

An organization or individual planning and executing an Event within the boundaries of the District will abide by all applicable State, County, 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 SECTION 1.6 ABOVE.

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