

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

JUNE 25, 2015

AGENDA PACKAGE

Harmony Community Development District

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

Gary L. Moyer, District Manager
Timothy Qualls, District Counsel
Steve Boyd, District Engineer

June 15, 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, June 25, 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 May 28, 2015 Meeting**
- 4. Subcontractor Reports**
 - A. Aquatic Weed Control – Bio-Tech Consulting Monthly Highlight Report
 - B. Landscaping – Davey Tree Monthly Highlight Report
- 5. Developer's Report**
- 6. Staff Reports**
 - A. Engineer
 - B. Attorney
 - C. Field Manager
 - i. Dock and Maintenance Activities Report
 - ii. Buck Lake Boat Use Report
- 7. Discussion Items**
- 8. District Manager's Report**
 - A. May 31, 2015 Financial Statements
 - B. Invoice Approval #182, Check Register and Debit Invoices
 - C. Website Statistics
 - D. Consideration of Arbitrage Engagement Letter
 - E. Questions and Comments on the Proposed Fiscal Year 2016 Budget
- 9. Discussion of the Rules of Procedure**
- 10. Supervisor Requests**
- 11. 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

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, May 28, 2015, at 6:00 p.m. at Harmony Community School, 3365 Schoolhouse Road, St. Cloud, 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, vanAssenderp, P.A.
Bob Glantz	Starwood Land Ventures
Kent Foreman	Starwood Land Ventures
Bill Kouwenhoven	Harmony Development Company
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

Mr. Frank Butcofski stated I am the Harmony soccer commissioner. We have had a wonderful season and amazing turnout. We went from zero to 55 soccer players. There is a lot of enthusiasm. I am hoping that enrollment goes to 75 players. The Board had discussed the possibility of increasing the fees to \$15 per hour for a field rental. I just wanted to bring to your attention that the Harmony Soccer Club is with the St. Cloud Soccer Club, which is a non-profit organization. I have documentation for our 501(c)(3). I know this may not apply to us, but \$15 an hour would crush our program and make it unaffordable for our children. We are at the stage now where we can offer scholarships for needy people to come and enjoy our beautiful facilities. Later on we are on the agenda for the possibility of a new field being added. I have some information for you on that. I want to hear the rationale. I am fine with what we are paying now. We paid the fee

already this year, the \$250 with the \$250 deposit. There have been no damages. That \$250 should suffice for the year for both seasons. Moving into next year, we have a copy of a lease that the St. Cloud Soccer Club has with the City of St. Cloud. I do not know why we are being compared to Orange County when St. Cloud is right next to us. We pay \$5 per child per session, \$10 maximum, which is something that I can tell the parent. If anyone follows Facebook, parents are all up in arms why they have to pay a CDD fee and why they are paying such high rates and fees. You have me handcuffed because I cannot tell a mom and a dad what the fees are. Would you like to have a copy of the lease?

Mr. Berube responded to address your concern about the fees, we will be discussing that later in the meeting. The fee schedule is not likely to get set immediately. There is still more discussion to take place. I think we set a precedent earlier this year with the \$250 usage fee. I found that to be reasonably acceptable, and I think you did, too. If I am going to make a recommendation, I am going to say for the second season, we should carry that forward. There is more discussion to take place before that decision is made. Setting these fees is a complex matter, and you have to consider fairness to everybody. The \$15 per hour is something that has been suggested because we had access to all of that documentation, but whether or not that takes place here, I do not know. I can promise you that this Board will work with you to accommodate you the best way that we can to treat everyone fairly.

Mr. Butcofski stated registration started yesterday. Now parents are trying to budget their own finances. I cannot tell them how much it is. I cannot tell them if it is x or y or $x + \$15$, and that is a big factor in today's economy.

Mr. Berube asked when does the usage start?

Mr. Butcofski stated June 17 is our first practice.

Mr. LeMenager asked are you operating under the assumption that it is \$15 per person?

Mr. Butcofski responded I do not know. I just told my parents to be very careful about their finances.

Mr. LeMenager stated that is not the idea at all. It is \$15 per hour to use the field. If you divide that by 75 kids, that comes out to a few pennies.

Mr. Butcofski stated we have done the math, and we are well above \$15 to \$20 per kid. We practice two times a week for an hour and a half.

Mr. Berube stated there are a lot of hours involved in their next usage.

Mr. LeMenager stated I know. I live across the street. I enjoy watching them.

A Resident stated they use the field for 10 hours for practice and games.

Mr. LeMenager stated that would be \$150 per week. It seems a bit much.

The Resident stated plus the \$250 for the season.

Mr. Berube stated this is audience comments. We have heard you. We are going to be discussing the fees and the rates later on. I do not know if we are going to settle this tonight. We will come to some decision very soon.

Mr. Butcofski stated I have parents out there, and we have all of our soccer people ready to go. We thought about this and have been on hold. I apologize for my abruptness, but people need to be registered.

Mr. Berube asked what does the Board think? We set a precedent earlier this year with the \$250 fee.

Mr. LeMenager asked do we have an application in front of us?

Ms. Kassel responded no.

Mr. Butcofski stated the application was taken care of through the CDD.

Mr. LeMenager asked do we have an application, Mr. Moyer?

Mr. Moyer responded not that I have seen.

Mr. Butcofski stated we submitted it several weeks ago.

Mr. Berube stated I think I saw an email chain that said they sent it in.

Mr. Moyer stated okay.

Mr. Walls stated here is what I propose. We are not going to adopt the fee schedule tonight since we cannot legally do that. I suggest that we continue with what we did last time. I think \$250 per season is fair. Then we will work out the actual fee later on.

Mr. LeMenager stated I agree.

Mr. Berube stated your fee is \$250 for the upcoming season.

<p>On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to charge the Harmony community soccer club \$250 for use of the soccer field.</p>
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Mr. Butcofski stated thank you. I appreciate it.

Mr. Justin Kramer stated I just want to reiterate what I said last time about Amendment 4. It seems that the Board two meetings ago voted to remove Amendment 4. I think there is content in Amendment 4 that carries over to future Boards about protecting the environment and actions taken by the Board. It is not just a meeting with the HROA. I worked to create a draft amendment, which Ms. Kassel and Mr. LeMenager proposed at the last meeting, to create a community board that would help advise but not make any decisions. It would also preserve the language regarding environmental considerations by the Board moving forward. I spoke to Mr. Farnsworth, as well, about some other language as far as Chapter 1 is concerned, but Amendment 4 unfortunately affects the entire Chapter 1 decision-making matrix. There are a lot of items that cannot be plugged into Chapter 1 without reiterating language several times. I think four times you have to reiterate the same language. As far as being concise with the rules, Amendment 4 is actually more concise than if we try to fit it into Chapter 4. It is very important to me personally, being an environmental community, that we preserve the environment moving forward and that we maintain the rules to show our commitment. I want it to be a rule because it is a commitment issue as far as our environment, and we should show it the same kind of treatment. I heard a lot of people talk about policy possibilities. I am really concerned about that because that can be eliminated very quickly. The rules process is a process for a reason. The environment deserves that type of legitimacy in our rules. If you have any questions, feel free to contact me offline.

Ms. Jannia Méndez stated thank you, Mr. Berube, for clarifying that we are not only neighbors but we are friends. I appreciate the job that all of you do. I stand here in solidarity with the changes that Ms. Kassel and the rest of the community want for Amendment 4, not to eliminate it, but to enhance it. It is part of our values. We all came here, not only for the schools and the aesthetics but the value we spent. I feel that something needs to be said about values. I stand before you in the hope that nothing has changed, or if anything changes, it is enhanced.

Ms. Joan Beckman stated I happened to be driving by the golf course a few days ago and noticed some people having a picnic on the golf course and one person fishing. I took a photo.

Mr. LeMenager stated that has nothing to do with us.

Ms. Kassel stated the golf course is private property. It belongs to the developer. They would be the ones to contact. It is not CDD property.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 30, 2015 Meeting

Mr. Berube reviewed the minutes of the April 30, 2015, meeting and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 5, first paragraph "criminal" should be "environmental." On page 22, paragraph 7, I think it was Mr. Farnsworth who was speaking, not Mr. LeMenager. Did Mr. Farnsworth submit a revised Chapter 1 and not Mr. LeMenager? This is why we should not have consent minutes because I need to ask questions.

Mr. LeMenager stated yes, I said that.

Mr. Moyer stated please send me your corrections, if you have them before the meeting, and we will make those changes.

Ms. Kassel stated yes, but in a situation like this, I do not know for sure whether it was Mr. LeMenager or Mr. Farnsworth. That is why I am asking now.

Mr. Moyer stated I understand.

Mr. LeMenager responded I did submit it on behalf of Mr. Kramer.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the minutes of the April 30, 2015, meeting, as amended.
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FOURTH ORDER OF BUSINESS

Expansion of Soccer Field Area (*Resident Sally Newcomer*)

Mr. Butcofski stated I am speaking on behalf of Ms. Newcomer. I thought that it would be prudent to start a dialogue. Our fields are getting filled. Our dedicated committee and I have a lot of people playing soccer. It is only going to increase and expand. As a new multi-purpose field in our facility, there are children in other areas who would benefit. Obviously I am a soccer guy, and I put product out there that our team has done a wonderful job in and everyone has really taking hold. I am where I need to be now. The school volunteered its fields so we will be using those fields also in the fall to give everyone room to stretch and do their drills. I looked into what it would cost to put a new field adjacent to our field. I just happen to know a site developer and it will cost about \$20,000, depending on the nuances and all the features you wanted, if you are adding a half a foot of soil or a foot of soil. You have engineers who would be able to

give you a better idea. Obviously, we have some aesthetics to work into because we have a beautiful lakefront. Somewhere in the acreage, we should be able to get a complex. That is just for the Board to consider.

Mr. Berube stated I am not generally against it, but I am not necessarily for it either because I think space would be tight. I think the most we could fit in would be half a field.

Mr. Butcofski stated we were looking at 30 feet by 60 feet. That is a nice size. We can turn the other field sideways. Right now, we have four-year-old kids to 12-year-old kids having a wonderful time. They are organized and all smiles on the field. Parents are volunteering.

Ms. Kassel asked is the school letting you use its soccer field?

Mr. Butcofski responded yes, after their activities are done at the end of the day. They are usually done with all of their sports by 6:00 p.m. They are public fields. It is a beautiful green space. They are bumpy. We are not playing games, but we could run our drills and educate children. We all know organized sports are a direct correlation to increased test scores. We are the last of the A-rated schools in Osceola County. I want to keep Harmony strong.

Mr. Berube stated other groups use the field. When people are using it, there are big crowds and it looks tremendously crowded with different age groups. I am in favor of giving more space, but the downside is, the vast majority of time, all of that square footage is empty and sitting in the sun. We have to take these things into consideration.

Mr. Butcofski stated I agree.

Mr. Berube stated the cost will be the determining factor.

Mr. Butcofski stated sure.

Mr. LeMenager asked what did you say the cost was?

Mr. Butcofski responded I have a couple of quick estimates. Our president of St. Cloud is a site developer and provides free bids. I asked him to put something together so I could give the Board an informed opinion.

Ms. Kassel stated \$23,000 to \$27,000.

Mr. Butcofski stated this can be trimmed. He told me that if you source your own sod, that saves you \$1,000. If you do not need a foot of soil, that saves you x amount.

You may just want to throw in half a foot of sod and grade it. If we seed Bahia, that drops the cost by \$5,000.

Mr. Berube stated the way that the process would work is, we would have the District engineer take a look at what our desires are and make a determination on how much lift there needs to be, irrigation needs, and so forth. Your numbers are probably good, but by the time it goes through the governmental process, it will probably increase.

Mr. Butcofski stated I have other areas lined up in Harmony. The builder owns some significant property and some people are going to be losing tenants up front. That is a lease, and I do not know how long they are going to be around.

Mr. Berube stated we have your proposal and will consider it during our budget deliberations.

Mr. Butcofski stated the proposal is probably within plus or minus 10%.

FIFTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Weed Control - Bio-Tech Consulting Monthly Highlight Report

Mr. Berube stated we have no one here from Bio-Tech tonight. A couple of months ago, we had alligatorweed and potentially treating it.

Ms. Kassel stated I am waiting to hear from the County Extension Service. The person who is the expert has been out of the office because her partner passed away suddenly recently. I have been in touch with someone else at the County Extension Service who is pushing her to contact me. We do not have an update on that yet, but it is in the works.

Mr. Berube asked besides the alligatorweed, would you generally be in favor in changing pond treatments on a larger scale, based on what you researched so far?

Ms. Kassel responded I would not venture to have an opinion until we have more expert knowledge come to look at the situation, make suggestions, and evaluate that against our current contract.

Mr. Berube stated the only reason why I am bringing that up to the forefront is because the Bio-Tech contract renews on October 1. We need to make a decision which way we are heading.

Ms. Kassel stated hopefully by June, they will have someone out here.

B. Landscaping - 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 with the conditions that we have been dealing with for a number of weeks, the property is probably in as good a condition as we can expect with the lack of rainfall and above-average temperatures. That is not without a lot of effort from Mr. van der Snel and his staff. If he does not stay on top and meet the challenges of what he has to do on the irrigation side, we certainly do not look good on our side. I would like to thank Mr. van der Snel and his staff for all of their efforts. Hopefully soon, we will see the summer rains, which will ease Mr. van der Snel's job, and we can proceed and improve things further. Right now, we are holding off on any fertilization. Overall, the color looks good throughout the property. We have some unevenness and some fading. If I put fertilizer on the ground right now, I actually make Mr. van der Snel's job more difficult and potentially put the large turf areas under further stress. Once the rain comes, which hopefully is this weekend, we can throw some fertilizer on the property. It is just a matter of when.

Mr. Berube stated we have not forgotten the need to further your contract proposal, and we will get into that with the upcoming budget season. Do you have any changes to make to the contract?

Mr. Rinard responded we are still working on it.

Ms. Kassel stated we still have some funds in our budget for refurbishing areas. Let us be in contact about getting that done.

Mr. Rinard stated will do.

Mr. Berube asked is our budget reflective of real numbers?

Mr. Rinard responded yes.

Mr. Berube asked do we have any outstanding bills or anything open?

Mr. Rinard responded no. Everything is up to date.

Mr. Berube asked are you happy with the outcome on Cat Brier?

Ms. Kassel responded yes. I thought that where the refurbishments would start would be farther north in the park. The first 500 to 750 feet have no refurbishment, and then all of the refurbishments happen south of that.

Mr. Rinard asked what about the roundabout at Five Oaks?

Ms. Kassel responded yes. It should start at the beginning of Long Park, which is at the corner of Indiangrass and Cat Brier at the pavilion just south of the house on Indiangrass. We have done a lot on Cat Brier. I do not want to spend the entire budget

on Cat Brier when many other areas in the community need attention. I need to drive around and determine which areas are most in need of refurbishment right now. I hoped to do that before the meeting, but it was too crazy.

Mr. Berube stated I think Mr. Rinard and Mr. van der Snel have been able to economize fairly well. If Cat Brier needs more attention to finish it, get it done.

Ms. Kassel stated I will do a drive through. Mr. van der Snel probably has some ideas as to what areas could use it. We will come up with a plan.

Mr. Rinard asked Ms. Kassel, do you want to try to make arrangements next week to get together?

Ms. Kassel responded sure.

Mr. Berube stated thank you for keeping the labor force at a high number.

SIXTH ORDER OF BUSINESS

Developer's Report

Mr. Glantz stated I am coming quarterly, unless you request that I come more often. Just to give everyone an update, regarding Rosewood, which is Parcel H-1, we have sold 13 or 14 homes, and Lennar is working diligently on construction and Richmond American, as well. Two models should be opening toward the end of next month in that community. We are looking at supplementing the landscaping on U.S. Hwy 192, perhaps along the berm. We will make some determinations and get with Mr. van der Snel and the rest of the team before we install anything along there. In Cherry Hill, which is directly across the street, paving will go down next week followed by landscaping. We are selling our first homes in there at the end of June, once we receive a certificate of completion. As Mr. Rinard mentioned, it is dry and dusty. June 15 is when the official rainy season begins, and we are looking forward to getting some rain. Hawthorne is about two weeks behind Cherry Hill. Hawthorne is the first community when you enter on the right-hand side or as you exit on the left-hand side. Curb will be installed tomorrow and Monday, and paving will occur two weeks thereafter. The white fence and irrigation have been installed, and landscaping will be installed thereafter. Our team is working with Insight Irrigation, the preferred consultant of the CDD, and with Mr. van der Snel. It is all being coordinated. Parcels I, J, K, and L are going to be the 55+ community in the 2015 CDD area. It is going to be called the Lakes of Harmony. A monument sign is going to be by the green of the 12th hole. It will say "The Lakes of Harmony" and be landscaped. A new lake will be installed that wraps around the green.

Mr. Berube asked all four parcels will be called the same name?

Mr. Glantz stated the first community is South Lake. The second one on the right side is East Lake, across will be West Lake, and then North Lake. Someone living in there will be living in the Lakes of Harmony, it will have the Lakes of Harmony HOA, and it will be four distinct neighborhoods, each with its own name. We had a similar community named the Hamptons, and it had West Hampton, North Hampton, South Hampton, and East Hampton. It works very well and flows well. I met with the Ryland Homes people two weeks ago, and they intend to start marketing about a month before their model is open. I wish they were doing it earlier, but that is their plan. They are going to start a model in and around December and will start marketing at the end of January, and a model will be opened at the end of February. We will start development on that property at the end of next month. Parcel I is also known as South Lake. We are going to have an HROA meeting on June 11, 2015. This will be an informational meeting, and a more formal organizational meeting will be held sometime in July, which will be a full membership meeting for voting. We are going to start in a week on the vehicle storage facility. We just did some survey work. Over time, we had to research where everything was. Some of the stakes for the setback are in the garden and the Davey Tree area. We are going to have the new facility outside of the setback.

Ms. Kassel stated the development order calls for xeriscaping principles. I would like to know if the developer is planning on using xeriscape types of plants in all of the new neighborhoods so there is less water usage overall. In a situation like this where we have drought conditions, it is hard to keep plants alive. Xeriscape plants will look better and be more durable under drought conditions.

Mr. Glantz stated I am aware of the linear landscaping that we are going to be doing along Five Oaks as we head to the north. We are first going to take scalplings where there is grass and we will create a berm. That would allow us to plant lower plants rather than plants that grow tall to act as a buffer. As far as the specificity of the plants, that is not my area of expertise. We have someone on our staff who does that.

Ms. Kassel stated since the CDD will be taking over a lot of the landscaping that you will be installing, whether it is in Cherry Hill or Rosewood or any of the neighborhoods, the CDD would appreciate following the development plan that refers to xeriscape

materials because we are going to be taking over those parks and landscaped areas. I am requesting that you follow the development plan.

Mr. Berube stated when we looked at the initial plans for the new neighborhoods, especially this one with the long linear buffer zone, Mr. Kent Foreman specifically mentioned low-maintenance, low-water plants. I do not remember what he said about the rest of the neighborhoods, but if that is part of his plan here, it must be included in the rest. That is what I remember. I do not recall if it was all xeriscape, but I know that it was part of the presentation that he gave, at least to me, when we discussed that.

Ms. Kassel stated the CDD would like to see the plans for the landscaping that you are putting in prior to the installation because we are going to be taking it over.

Mr. Glantz stated for the neighborhoods that I just mentioned, landscaping is going in Cherry Hill and Hawthorne over the next 30 days. All of that landscaping has been presented to each one of the Board members individually, and a copy was provided to Mr. van der Snel. All of that material is on the plan submitted to the County and must be installed per plan by the County. I do not know how to answer the question of whether or not there will be xeriscape plants. The gentleman who is experienced just left. Whatever is on the plan, we are installing. As far as future plans, we will submit them and have the team review them beforehand. Mr. Foreman does all of the design work.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Berube stated the District engineer asked me if he needed to come, and I did not see a need.

B. Attorney

i. Memorandum Regarding Usage Fees

Mr. Qualls stated I submitted a memorandum on the question of usage fees, which speaks for itself.

Mr. LeMenager asked was the initial workshop on rules sufficient to satisfy the workshop requirement because fees were mentioned?

Mr. Qualls responded the law does not require a workshop. The law requires a public hearing so that all those who would be affected by usage fees would be there. The reason why we advise a workshop is, that is the time to come together and share ideas and set the usage fees. In my opinion, the public hearing is not designed to debate that. The public hearing is designed to say these are the usage fees we propose, and now everyone

who is affected can speak to them. I advise that the Board have a separate workshop to discuss the issue of usage fees, but it is not a technical requirement of the law.

Ms. Kassel stated it seemed to me that your memorandum made it clear that any fees we include in our rules would require the full rules process. It might behoove us, as a Board, to have a separate fee schedule that the rules refer to but is not included in the rules.

Mr. Qualls stated I see what you are saying. That was not the intent of the memorandum. Any time that you are going to change usage fees, you are going to be required to have a public hearing.

Mr. Berube asked what if usage fees are a policy?

Mr. Qualls responded it does not matter. The law says when you are setting usage fees, there has to be a public hearing to set those fees.

Ms. Kassel stated but we do not have to go through the entire rules of procedure, just a public hearing.

Mr. Qualls stated you could just specifically have a hearing on the usage fees. You could have your rules refer to a separate fee schedule and from time-to-time you could have a public hearing if you wanted to change that. There are also good reasons for including it as part of your rules. Number one, you started that process and you are already going to have a hearing on the rules as well, so it is a way to have everything done at once. You could just look at usage fees at a separate time.

Mr. Berube stated so the process we are in now, we already had the workshop and discussed most of this over three months. The fees have been part of those discussions. If we were going to have a public hearing in the near future, presuming that the fees get settled tonight, we could do one public hearing to include all of the rules, changes, and the fees.

Mr. Qualls stated yes, as long as at some point, you show the public the proposed usage fees. I have not seen that, although I heard it discussed. At some point, you have to show the public the usage fees, and then you would schedule a public hearing.

Mr. Berube stated if we set a usage fee schedule tonight, which becomes part of this meeting's minutes, that is public information. Does that cover the requirements?

Mr. Qualls responded you are still going to have to advertise a notice of intent to adopt the rules, which would include usage fees.

Mr. LeMenager stated given how the meeting began, it is rather obvious that the information on usage fees is definitely out there.

Mr. Berube stated yes.

Ms. Kassel stated it is clear that for this current round, we are going to be setting a fee schedule, but that does not necessarily mean that the fee schedule is going to be part of the rules. It could be referred to in the rules. We can do that at the same public hearing. That does not mean in the future we cannot just hold a public hearing on the fee schedule.

Mr. Berube stated I am just concerned with the current stage that we are at. Just keep us online to have everything disclosed in a single public hearing. If we start to stray from that, let us know. It would nice to have one advertisement that includes both factors and one public hearing.

ii. OUC Street Light Contracts

Mr. Qualls stated we were tasked in reaching out to OUC to begin negotiating the buy-out of the second-earliest lease agreement that was signed in 2003. I have had several discussions with OUC at this point, and they are interested and will entertain the idea to allow the District to buy-out a lease. That is as close as I have gotten to negotiating the deal. It is probably going to be two weeks when I will get back in touch. Mr. Alandus Sims at OUC is going to send me some information. He has already gone to the vice president of the finance department at OUC to discuss this concept in theory, but it will be two weeks, probably around June 14 or 15, before we can actually have the discussions to take this rough concept and boil it down. That is because he is going to be out of the office for the first couple of weeks of June. We are in good shape, but I cannot tell you that we have begun those negotiations in earnest. I can tell you that OUC is willing to entertain this idea and thinks that there can be some mutual benefit.

Mr. Berube stated for those in the audience who do not know what is going on, we have \$3 million in open obligations for leases on the street lights, and we have money sitting in the bank to start buying out these very expensive contracts at 10.5% interest. What counsel is referring to, is we want to write a check for about \$450,000 and hand it to OUC to buy-out a lease. This has been going on for six months.

Mr. LeMenager stated the bottom line is, this is one of the biggest rip-offs in the State of Florida. This is a gigantic scam on the part of the electric utilities. We are not the only CDD that this game has been played on. People sat back quietly. Before residents got involved, previous Boards agreed to all these deals of a 20-year mortgage at 10.5%.

Ms. Kassel stated just to be clear, it is not really a mortgage. It is a lease.

Mr. LeMenager stated it is off balance sheet financing. It is scandalous.

Mr. Berube stated we looked at it, absorbed it, financially structured the budgets, and got everything done. We are ready to go. We have money sitting here ready to get rid of this huge obligation, and we cannot get it done.

Ms. Kassel stated just to be fair, we just did the refinancing one or two months ago. It is only in the last few weeks that sufficient money is sitting in the account to pay off this particular contract, which would give us, in real dollars, the biggest benefit for using that money.

Mr. Berube stated she is right. We only had that money for several weeks since the refinancing, but we have known what is coming and were planning for it and trying to get OUC lined up. You might as well be banging your head against a block wall. Nothing happens quickly. It is very frustrating.

iii. Allstate Paving Contract

Mr. Qualls stated I want to make a general statement, which is that there is a discrepancy in the Allstate Paving contract as to whether or not Allstate fulfilled its obligations under the contract. The position of the District is that Allstate has not done that. There was a change order for \$7,000, and the position of the District is, that change order was never approved by this Board in writing. Allstate has retained a law firm. That law firm has sent communications to us. We have responded and have begun discussions with that law firm. Before the Board members make any comments, everything that we talk about is going to be reflected in the minutes and open to the public. I would not want anything to be said this evening that would hurt your position in this matter. There is a provision where if we are going to be discussing what could turn into litigation, the minutes would still be taken, but there would be a period of 60 days before those minutes would be made available to the public so as not to hurt your position in these ongoing negotiations. Rather than getting into the specifics, what I would advise is another course of action, which would be to give us the authority to continue to look into this matter and work with Mr. Moyer, Mr. van der Snel, Mr. Steve Boyd, and Mr. Berube or one member of the Board to keep that member informed as we continue the process of trying to bring this matter to resolution. I feel optimistic. When you look at the difference of \$16,000, I do not think that either party is going to want to litigate this because each side would blow through the \$8,000 difference before you even reached the

hearing. I think that there is a way to work out a resolution that benefits everyone. I want to make sure that the Board is aware of that and that we have the full authority to try to work that out before we proceed. Do you have anything to add, Mr. Moyer?

Mr. Moyer responded no, I think that is fine.

Mr. Berube stated I had some comments, but I will defer to District counsel's opinion that we remain quiet. I want the Board to know that all of my negotiations back and forth with Allstate were done with Mr. Qualls and Mr. Moyer involved in the exchange. It has gotten to this point, and it is what it is.

Mr. Qualls stated you have done everything according to the terms of the contract. The contract says that Allstate will not be paid until the work is completed, in accordance with the specifications. The law is clear that a change order has to be approved in writing. I think some things still have to be done to get that job done, and I think that we can bring this to conclusion in a way that makes sense. Mr. Berube has been involved, but it is not for me to say who the Board should appoint to work this out as a liaison. I do not care who it is, as much as that we have the ability to work with one person on the Board so as not to create any Sunshine issues, to try to bring this in for resolution before the June meeting. I would like to have that authority.

Ms. Kassel asked have you had that authority to date?

Mr. Qualls responded I believe so, but I always like to keep the Board informed on every step throughout the process, and I would rather have that authority all throughout the minutes than having one chance of doing something that the Board does not want me to do.

Ms. Kassel asked are you hoping to get a motion?

Mr. Qualls responded yes, authorizing us to move forward to try to find a resolution that benefits both parties and to have someone on the Board, maybe Mr. Berube since he has the background knowledge, to serve as liaison to help us conclude this matter with Allstate.

Mr. LeMenager stated what they are saying is that there was a change order and they completed the work per that change order. We are saying that there was no change order and they did not complete the work according to how the original contract was written.

Mr. Qualls stated yes. We are saying that the scope of the work under the initial contract was not done according to contract specifications, and the amount of the change

order and the change order itself were never approved in writing by this Board. We have case law that shows very clearly that change orders of this nature must be approved in writing by the Board.

Mr. Berube stated there are three separate line items in that contract that say any changes to the contract must be approved in writing by the Board. It was said three times and never happened.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to authorize the District's legal counsel to work with Mr. Moyer, Mr. van der Snel, Mr. Boyd, and Mr. Berube to bring the Allstate matter to resolution.
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iv. Attorney Fees

Mr. Berube stated last month, there was some conversation with you regarding the change in your billing fees.

Mr. Qualls stated we provided the credit to you in the bill that was sent recently for the April bill.

Mr. Berube asked are you aware that the bill in this month's package was billed at the same wrong rate?

Mr. Qualls responded yes, the one in this agenda package is from March. The bills are always about two months behind. We fixed this in the credit that we provided. We were aware of the March bill at the April meeting. The invoice in your agenda package is the March bill. We were aware that it was billed at \$200, and we applied a credit to make it \$175.

Mr. Berube stated you may be worth \$200, but that is not our deal.

Mr. Qualls stated I will honor our deal.

Mr. Berube stated thank you.

C. Field Manager

i. Dock and Maintenance Activities Report

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

Mr. van der Snel stated I have some changes to make to my report. I said that we would add river pebble stones at the bench area in the large dog park, but that has not occurred yet for safety issues for the dogs.

Mr. Berube asked are you backing out of that?

Mr. van der Snel responded no. It is on the back burner. Ms. Kassel and I are going to figure out a way to resolve this.

Ms. Kassel stated we have been trying to figure out how to address this dirt area that the dogs are digging as you enter the dog park. It is very messy. We were thinking of paving stones, but the roots of the trees are too high so we cannot use paving stones. We then thought about decomposed concrete, but that was expensive. Then we thought about stones, which is what is there now, but what happens is people throw them and destroy things. Mr. van der Snel thought about smaller stones, but dogs can ingest them, especially young dogs that do not know better.

Mr. Berube asked what do you mean by decomposed concrete?

Ms. Kassel responded it is pulverized concrete. It is not leftover concrete. It is supposed to form a relatively compact base, but I do not know if it is going to do the job that it needs to in this area because that area has so much traffic.

Mr. Berube asked do you remember when Mr. Walls donated concrete? We placed some of that concrete at the back side of the west bridge.

Ms. Kassel stated I looked for it and could not find it.

Mr. Berube stated on the back side of the bridge where the bridge ends and the grass goes around it, at the bottom is the material that was put in there. I do not think that it was decomposed concrete, but it is concrete with small rocks.

Ms. Kassel stated it could be decomposed granite.

Mr. Berube stated it is like shredded concrete.

Mr. Walls stated it is relatively inexpensive and you tamp it down.

Mr. Berube stated it turns firm. I think it would probably be safe for dogs. If you get a chance, look at it.

Ms. Kassel stated after the meeting, you can give me more specific directions where it is.

Mr. van der Snel stated the yearly backflow prevention has been completed on the CDD, but Harmony Development Company has not completed their side. Toho Water Authority gave us a deadline of May 31, 2015, or they would shut off all the water.

Mr. Berube asked why is the developer affecting us?

Mr. van der Snel responded in the past, Mr. Todd Haskett had both backflow preventers on one bill. Now it is separated; the CDD pays its half, and the developer pays their side. I have two separate quotes, one for us and one for the developer. Their part is the biggest part.

Mr. Berube stated I am confused. Where there is a backflow preventer, there is generally a meter.

Mr. van der Snel stated yes.

Mr. Berube stated all of our meters have backflow preventers.

Mr. van der Snel stated we had four locations. I do not know exactly where they were that needed backflow prevention. The rest of them, like behind the restaurant which is the issue now and all of Harmony Development property, most of all the backflow preventions needed to be done.

Mr. Berube stated to be clear, the backflow preventions in question are protecting Harmony Development Company's meters.

Mr. van der Snel stated and also our meters. We have four meters.

Mr. Berube stated the key is that the ones on meters that we pay for were done.

Mr. van der Snel stated yes.

Mr. Berube stated if Toho Water Authority was going to shut off the water, they would shut off the developer's water and not ours.

Mr. van der Snel stated correct. The reroofing project was completed.

Ms. Kassel asked at the boathouse?

Mr. van der Snel responded yes. It has the same roof as before. Footers were installed at the shade structure at Ashley Park. I am waiting for the concrete to harden so we can complete it.

Mr. Berube stated the work was completed by resident Mr. Justin Farrell. Are you happy with the work?

Mr. van der Snel responded yes. He did a good job. There was an issue this Memorial Day. Three juveniles tried to steal the boats. They went around the fence at Buck Lake and got access to the steel gate. If residents are at the lake, the dock gate has to remain open per the fire marshal. That was open, and they tried to steal the 25-foot pontoon, but there was no key. They tried to steal the rescue boat, but it would not start because there was a kill switch on it.

Mr. Berube stated which just got replaced.

Mr. van der Snel stated then they were in the bass boat ready to go, and Mr. Sean Keating, the dock master, caught them. They said they were just going to take a boat out. They were not residents and are ages 18, 16, and 14. He called me and I contacted the sheriff. After consulting with Mr. Berube, we pressed charges against them because it was attempted grand theft.

Ms. Kassel stated and because they were trespassing.

Mr. Berube stated to be clear, the gate was opened because people were on the dock and that is normal procedure.

Mr. van der Snel stated no. The front gate where you use the access card was closed. They went around it and through the lake, but the second gate to the boats has to remain open if people are out because they have to be able to come back in. I pressed charges in the name of the CDD and touched base with Mr. Berube before I did that. At the pools, we had some problems with residents letting people in, especially during the weekend. After consulting with Mr. Berube, we have a staff member monitoring the pool on Friday, Saturday, and Sunday from 11:00 a.m. until 8:00 p.m. It works great.

Mr. Berube stated my complaints on weekends about the pools have gone to zero, where we used to average four to five a day.

Mr. van der Snel stated every staff member takes one day so it is all equally divided.

Ms. Kassel asked so they spend their entire day at the pool?

Mr. van der Snel responded no. Every 20 minutes, they do a pool check. I tell them to remember faces so people are not checked every 20 minutes. I ordered a *No Parking* sign for the Swim Club area because restaurant staff people are parking there. A sign will be on the exit button stating that if a resident lets someone in, it may result in them having their access card deactivated. It is a big warning sign. When you come in there will be a sign saying *For Access ID Cardholders Only*. So there is enough communication to warn all residents that this is a serious matter.

Mr. Berube stated people hang outside of the gates waiting for someone to open them, and then they grab the gates and go in. People are happy to point that out to staff members. The other thing that happens is, people walk up to the gate and have a deactivated card and they yell for someone to let them in. The new sign that he ordered will say not to open the gate for anyone, even if they have an access card. If it is inactive,

there is a reason for it. Those are the two big issues of how people get in. The rest of it is fairly secure. They do not go over the gates and fences anymore.

Mr. van der Snel stated there is an easy way to find out who opened the gates. I can open the camera log and find out who it was. We hope that will work. I think it will work.

Mr. Berube stated we checked with the fire marshal on the possibility of eliminating the button and having a swipe card to get out, and we were denied. They are worried about people getting trapped in a fire at the pool. They have to be able to get out. The button is the way it has to be, but it is working pretty well. People are not complaining. Memorial Day weekend was a great test with zero complaints.

Mr. van der Snel stated I also want to give credit to Mr. Jon Rukkila from Davey Tree. Mr. Rinard thanked me, but it was good teamwork with Mr. Rukkila and all of the Davey Tree guys. I have to give them credit, too.

Mr. Walls stated we appreciate your work.

Mr. van der Snel stated thank you. It has been a tough couple of weeks. We are doing well compared to other areas where the turf looks really bad. We are spending a little more money on water, but it is definitely worth it.

Mr. Berube stated we were on budget until recently.

Ms. Kassel stated if we did not have all of this St. Augustine grass, which is so much of a water hog, then we would not have these issues. If we were using materials that were more drought tolerant for groundcover, then we would be saving precious water resources and money.

Mr. LeMenager stated it would be browner.

Ms. Kassel stated no, because they would be drought tolerant.

Mr. LeMenager stated do not get me wrong; I do not mind brown grass. I am not a big fan of artificial greenness.

Mr. van der Snel stated the zoysia grass in front of the Estates needs watering every day. Bahia grass is what we used at the west entrance and is pretty much being watered every day.

Mr. LeMenager asked are we allowed to water every day?

Ms. Kassel responded no. We are not supposed to.

Mr. LeMenager stated then you should not be watering every day. You do not get to break the rules.

Mr. Berube stated Toho Water Authority is off of our back about it.

Mr. van der Snel stated we are checking the valves every day.

Mr. Walls stated we also put down a lot of new sod recently, and it needs to be watered.

Mr. Berube stated we put chemicals down. We are staying within the boundaries of where Toho Water Authority is not giving us difficulty.

Mr. van der Snel stated we are testing all of the clocks every day, and that generates a lot of water. We have to because the water from Toho Water Authority is polluted with small seeds, which clog up all our rotors. In the last three weeks, we replaced 70 rotors. Those are \$6 each, which is fine; however, the seeds destroy them.

Mr. Berube stated remember Mr. Jeff Borieo is here all day, every day of the week who only runs irrigation.

Mr. LeMenager stated I appreciate that. But if the rest of the State has to follow watering two days a week, what makes us special?

Mr. Berube responded I know that you are a fan of water conservation, but we also have a water company that is running multiple hydrants and has been for 10 years.

Ms. Kassel stated that is not relevant.

Mr. Berube stated they are also wasting drinking water.

Ms. Kassel stated we agree, but that is not relevant to what we practice.

Mr. Berube stated if you want it to go brown, we can do that.

Mr. LeMenager stated the natural color of Florida when it is dry, is brown.

A Resident stated on Facebook, there was a post that there was a syringe in the bathroom. Was there a syringe?

Mr. van der Snel responded yes, a diabetic syringe. We figured it out 10 minutes later, so it was fast. Apparently, someone just left it there. Luckily, they left it on the ground. If it was in the trash, someone could have gotten hurt.

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.

EIGHTH ORDER OF BUSINESS

Discussion Items

A. Allstate Paving Final Payment

This item having been discussed under the attorney's report, the next item followed.

B. Maintenance of Sidewalks

Mr. Farnsworth stated a question came up from some owners regarding who is responsible for different aspects of the sidewalks, particularly the cleaning of dirty sidewalks. This is apparently an issue that came up when residents received citations for having dirty sidewalks, uneven sidewalks, and replacing broken pieces of a sidewalk. They could be on some of the interior streets. Who is responsible for maintenance of the sidewalks, and are different areas in the community, on the main road versus an interior street, different? Residents do not know what is going on. In fact, when I sent this request to Mr. Moyer, I thought that Mr. Berube might have knowledge and could answer the question without having it in the agenda. The answer could have been posted on the blog.

Mr. Berube responded I answered it for someone. For the benefit of the audience, our policy has been that for sidewalks in front of residents' homes, those residents are responsible for those sidewalks, just like the grass in the easement between the sidewalk and the street, with the exception of the main boulevards. Residents are responsible for cutting and maintaining the grass. However, that varies on the major streets. If a house is there, the home owner is responsible for the sidewalk. Where there is no house, such as Town Square, along Cat Brier on the golf course side, within Lakeshore Park and the dog park, the CDD cleans those sidewalks where no house is fronting those sidewalks. The maintenance of those sidewalks for cracks and grinding is the CDD's responsibility.

Mr. Farnsworth stated so in general, residents are responsible for the cleaning but not the repair of broken sidewalks and grinding.

Mr. Berube stated correct. We did a rough estimate of what it would take to clean all the sidewalks, and it is between 1,600 and 2,000 hours to clean all the sidewalks, which is one guy, all week, all year. That is the reason why it is not being done. Effectively, it is a \$50,000 expense plus we would have to purchase a pressure washer.

Mr. Farnsworth stated I do not have a problem with the answer; I just needed to know the answer.

Mr. van der Snel stated Ashley Park is an exception to that. We do not touch the sidewalks, except for the sidewalk around the pool. Inside that area is ours but not outside the park.

Mr. Berube stated the good news is that all the sidewalks in new neighborhoods are being deeded to the County along with the streets.

Ms. Kassel asked H-1, H-2, and F?

Mr. Berube responded yes.

Ms. Kassel asked for maintaining them?

Mr. Berube responded yes.

Mr. Farnsworth stated so the cleaning is still back on the home owner.

Mr. Berube stated if you recall, we asked Harmony Development Company to lessen our maintenance costs as they design new neighborhoods. That was one they shifted to the County.

Mr. LeMenager asked if a sidewalk panel breaks, the County has to repair it?

Mr. Berube responded yes, if you can get a hold of someone to fix it.

Mr. LeMenager stated that does not sound right. It sounds like a raw deal. I had someone make an offer on one of the Lennar homes, and frankly, I thought that the CDD fees were even more outrageous than what we are paying. They want an outrageous amount of money for a small lot. Eventually, someone there is going to come to one of these meetings in a couple of years and say they are paying more money than we are for this CDD, and are not going to find it equitable that we will fix some sidewalks but not the new areas.

Mr. Berube stated I do not disagree with that, and I am more than willing to work with residents. I am just telling you that the official deeding of the sidewalks and the streets is going to the County, and the developer set it up that way. We certainly have people on staff who can repair the County sidewalks to appease the resident. It costs us \$300 or \$400 to repair a panel. We can work that out. The sidewalks are going to be perfect. They will not need any work for 20 years.

Mr. LeMenager stated I think that we need to be very careful and think through what we do with this new developer. They are businessmen. They are not our friends; they are here to make money. Perhaps earlier developers were our friends, but not these guys. Let us make sure that we truly understand their motivation when they want to do something like this.

Mr. Berube asked do you want to have the sidewalks deeded to us?

Mr. LeMenager responded I think that they should be. It makes no sense whatsoever to have all the other neighborhoods one way, and then you do something different in a new neighborhood.

Mr. Walls stated you pay x amount in your total property tax bill to include the CDD assessment. Everyone in the community, whether their sidewalk is owned by the County or by the CDD, is going to pay that amount. It is all a matter who you call. I called the County for the roadways, and they were here the next day. Their response is probably going to be better than ours because they have more people. I do not know why we would want to take on that responsibility. Overall, what people are paying is the same.

Mr. Moyer stated you would not only be responsible for the cost of the maintenance but also the liability.

Mr. Walls stated exactly. We do not want to fix their sidewalks and mess it up.

Mr. Moyer stated the CDD is responsible for the sidewalks in Celebration. I bet that we get four or five lawsuits a year on trips and falls.

Mr. Berube stated which says we are doing well. If you walk around the community, you will notice that literally hundreds of sidewalks have been grinded.

Mr. LeMenager stated you are absolutely right. This means that we will not touch those sidewalks. We will get on Facebook and say to go see Mr. Glantz, because he is the one who decided to deed them to the County.

Mr. Berube stated change is occurring every day.

Mr. LeMenager stated like I said, they are not our friends. They are our business partner.

Mr. Berube stated I am well aware of that.

NINTH ORDER OF BUSINESS

Presentation of Budget for Fiscal Year 2016

A. Fiscal Year 2016 Budget

Mr. Moyer stated this is basically the same budget that was included in your agenda package, with the exception of two modifications that I made. One is to increase the Davey Tree contract by 2%. That is why there is an increase in the landscape budget. The other change was to allocate the savings in debt service into the street light buy-out account. Let me just briefly outline for the audience what we are doing tonight. This starts the beginning of our budget process. The enabling legislation that establishes CDDs requires management to present a budget to the governing Board on or before June 15, 2015. At that time, the governing Board will determine if the budget is sufficiently detailed and represents the necessary work of the District for the coming fiscal year, which starts on October 1, 2015, and ends on September 30, 2016. If the Board

determines that the budget is sufficiently detailed, then at this meeting what I am asking the Board to do is to approve the budget. I will differentiate between two operative words in the Statute. Approve is what I am asking tonight for the purpose of setting a public hearing. After the public hearing, the Board will consider the adoption of the budget. The approval is nothing more than the start of the process. Historically, this Board has had a workshop on the budget, where the Board will go through every single line item in the budget, discuss it, compare it to what we are currently doing in terms of the work program, and adjust the line items either up or down as appropriate. What we presented to the Board this evening does not anticipate an increase in the non-ad valorem assessments. There will not be any raise in the monies that you are expected to pay to the CDD for our programs. As Mr. Berube mentioned earlier, it does fund an account to be used at certain intervals to buy-out these leases on a going-forward basis. We are starting the budget process. I will provide to you the amended budgets that they sent to you electronically. Those are the two changes that I made in terms of my review of the budget.

Mr. Berube stated from looking at the last few pages of the budget with the methodology, it is a wash, and there is no change other than the numbers within it.

Mr. Moyer stated that is right.

Mr. LeMenager stated not really.

Mr. Berube asked what do you mean?

Mr. LeMenager responded there is another increase proposed in operation and maintenance.

Mr. Berube stated but it is offset.

Mr. LeMenager stated I appreciate that, but that means that those of us who paid off our debt assessment are looking at yet another increase, and I am not sure that I am crazy about that.

Mr. Berube stated we are going to have a workshop, and we can go through the budget.

Mr. LeMenager stated yes.

Mr. Berube stated I will remind you that last year, we went through that, and we ended up raising it higher than the recommended increase, and we are going to do it again, which is fine.

Mr. Walls asked are the proceeds from the bond refinancing going to be placed in a separate capital fund?

Mr. Moyer responded yes.

Mr. Walls stated I do not see that in the budget. I guess they are in there now.

Mr. Moyer stated yes. As part of this budget process when you finally adopt your budget in August, we will make an allocation of that money from wherever it is, probably fund balance, into the budget for capital projects so it is clear that is where that money will be used.

Mr. Berube stated there were two separate \$100,000 line items.

Ms. Kassel stated I thought that there was one \$200,000 capital outlay. The only thing that I wanted to say about the budget is that we spent \$8,439 for engineering in 2014 and \$8,000 in 2015. I do not see why we cannot budget \$8,500 in the 2016 budget.

Mr. Berube stated that will be part of the workshop discussion.

B. Consideration of Resolution 2015-04 Approving the Budget and Setting the Public Hearing

Mr. Moyer read Resolution 2015-04 into the record by title.

Mr. Moyer stated the suggested date for the hearing is August 27, 2015, at 6:00 p.m. at this location.

<p>On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to Resolution 2015-04 approving the budget for fiscal year 2016 and setting a public hearing for August 27, 2015, at 6:00 p.m. at the Harmony Community School.</p>
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Mr. Berube stated we need to schedule a workshop.

Mr. Moyer stated you can hold it in either June, July, or August. Next month would be fine.

Ms. Kassel stated that is the meeting that I am going to miss.

Mr. Berube asked what is the notice requirement?

Mr. Moyer responded it needs to be advertised seven days prior to the meeting. I need to know what day it is so I can get the advertisement to the newspaper. The reality is, it is more like 10 to 12 days.

Mr. LeMenager asked Ms. Kassel, how long are you going to be away?

Ms. Kassel responded from June 13, 2015, to June 26, 2015.

After a brief discussion regarding the date for the workshop, the Board choose Friday, June 26, 2015, at 6:00 p.m.

Mr. Walls stated I will contact someone at the school to see if it is available.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor except Mr. Farnsworth, approval was given to hold a budget workshop on Friday, June 26, 2015, at 6:00 p.m.

TENTH ORDER OF BUSINESS

District Manager's Report

A. April 30, 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 we are 94% collected on our non-ad valorem assessments, which is where we were a year ago at 95%. I think that we are in good shape.

Mr. Berube stated my quick review of the budget indicates that everything is generally under budget, with the exception of engineering and legal, which are slightly over.

Mr. Moyer stated correct.

B. Invoice Approval #181, 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.

Ms. Kassel stated you have Aquasol Commercial Chemical, Inc. in the check register summary, but the actual invoice is for Poolsure and does not say Aquasol on it anywhere.

Mr. Berube asked are they two different companies?

Mr. van der Snel responded they are the same.

Mr. Berube asked what is the other pool company that we use?

Mr. van der Snel responded Poolworks.

Mr. Berube stated so Aquasol is the corporate owner of Poolsure.

Mr. van der Snel stated yes.

Mr. Berube asked is the invoice for the same amount as in the check register?

Mr. LeMenager stated Aquasol is \$750.

Ms. Kassel stated Poolsure is also \$750.

Mr. LeMenager stated maybe the check register has the wrong name.

Ms. Kassel stated I suppose so. I just wanted to point out that there was a discrepancy.

Mr. Berube asked are they two different dates?

Ms. Kassel stated no date is on the check run summary.

Mr. LeMenager stated they allude to the first, so means they are the same one. I never would have found that.

Ms. Kassel stated the invoices are listed in alphabetical order, and one is under A and the other is under P.

Mr. Moyer stated we will confirm it.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to invoice approval #181, check register, and debit invoices, as presented.

C. Website Statistics

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

D. Consent Agenda Policy

Mr. Moyer stated we will remove this item from the agenda.

E. Staffing Concerns

Mr. Berube stated I have some concerns, which I included in an email that I sent to Mr. Moyer earlier this week. I want to be clear that my concerns do not reflect on your performance or the people in your office. I am really uptight with how Severn Trent handles issues. I think that the most important thing that they do for us is set assessments, manage those assessments, and make sure that the methodology is followed. A couple years ago, we had a problem that was uncovered, and to their credit, they paid it all back and more or less fixed it. To his credit, a couple of months ago, Mr. LeMenager uncovered the snafu with the way it worked with the developer and bonds, and that is a big problem. Severn Trent did not say anything, and we only found out about it by accident. To this point, I do not think that Severn Trent has stepped up and offered a solution. Beyond that, last month we had the problem with the FedEx and OUC bills. The FedEx error was so obvious. It was out there and we complained about it. There was plenty of time for it not to happen and not get paid, but they paid the bill. I

understand that there is a process, but it was the OUC bill that really concerned me. It was not even our bill. It was a brand new meter, the bill came through, and the same thing happened; they paid it. On top of that, there was an issue with assessments. This month's billing from Mr. Boyd shows line items related to the bond refinancing. There was also the difference in the attorney's billing rates. We are contemplating a consent agenda. I would never at this point want to adopt a consent agenda based on the information coming to us being accurate. I routinely find things wrong. We tend to all do it with managing the finances. Severn Trent is supposed to be managing the finances, and bills should be coming to us for approval. That is the idea of a consent agenda, that it is all approved, has been looked at, and is good to go.

Mr. Moyer stated we are not advocating the consent agenda. I am not quite sure how we even got to the discussion on the consent agenda. We usually put things that are routine on consent agendas. I think we just offered that up to streamline the meetings.

Mr. Berube stated we want to streamline the meetings and so it ends up on the consent agenda. The point is, whether or not you streamline the meeting, our intent was to have invoices come in and be routine to be approved. I look at every single piece of paper that comes in, and some of these issues stand out immediately to me. Severn Trent staff members are professionals and are supposed to be looking at it. I have grand concerns. This is a \$5 million annual budget, and we have gone on record several times. Probably the worst situation is, the auditors missed the last mistake. I will guarantee you that when this year's audit goes through, they will miss that error, as well, which is a huge issue.

Mr. Moyer stated Severn Trent is not responsible for dealing with the auditors.

Mr. Berube stated no, but the auditors are responsible for themselves. They are not going to catch this stuff. When you read the letter that they send us, the reason is they said they rely on what the management company tells them, and if there is an issue, it goes back to them. No one is responsible, but this Board is responsible for these people's money. I do not know what this last go around is. I see a \$56,011 transfer of funds due to a blended methodology in this month's agenda package. Is that the value of the \$56,011?

Mr. Moyer responded yes.

Mr. Berube stated I do not know. My faith is gone. I said the last several times when we found some issues, that the next time that Severn Trent pulls something like this, something has to change. I am not asking them to give us \$56,011 because the money is there. We did not lose any money. It was taken from the wrong people, and there was a detriment to one group and a benefit to the other. We pay Severn Trent \$11,800 per year to do these assessments, and we paid them that amount twice this year because of the regular assessment and then when we did the refinancing. I do not think that we are getting our money's worth. I really do not believe that we are. I am not picking on your group, Mr. Moyer, but I am presenting this to the Board. At the very least, I think that Severn Trent should refund that assessment fee they charged us because the assessment was not right. The money is in our hands. I do not know what the Board thinks about this, but you can tell that I am somewhat concerned. I am fired up. If Severn Trent does not step up, I am going to ask that we consider replacing Severn Trent as the management company because I really do not trust them anymore.

Mr. LeMenager stated I think "trust" is the wrong word. How many organizations does Severn Trent manage?

Mr. Moyer responded 80.

Mr. LeMenager stated they manage 80 organizations. How much time do they spend on one entity? Do we have our own dedicated people at Severn Trent who just work on our District?

Mr. Berube responded of course not.

Mr. LeMenager stated correct. You are talking about fairly low-level accountants. Maybe it is the employee's first or second job. They are probably not making a lot of money.

Mr. Berube stated you are right.

Mr. LeMenager stated it is not that surprising. That is why you have management.

Ms. Kassel stated and a Board.

Mr. LeMenager stated you look at accounts and try to be careful. If we get rid of them and bring in another management company, I do not think they would be any better.

Mr. Berube stated maybe or maybe not. The thing with Severn Trent is, they have a constant turnover of people if you look at the names of people who handle the emails going back and forth.

Mr. LeMenager asked yes, what makes you think that any other manager does not have that exact issue? We were just talking with Mr. Rinard about him hoping that he can keep employees. Let us face it; they do not pay a lot of money. It is an entry-level job. It is someone's first job out of college. They go there and get some experience, build their résumé, and then get a real job.

Mr. Berube stated I understand your reluctance to change management companies. Severn Trent is integrated here and has been here from the beginning. I realize that it would be a huge undertaking to change it. My concern is, this was a \$56,011 mistake.

Mr. LeMenager asked what \$56,011 are you talking about?

Mr. Berube responded the \$56,011 that they moved from one budget line item to another to make it all balance out, and they called it balance methodology, which is fine. We did not take a hit for \$56,011, but where do you draw the line? How many times did they do it? What if it was \$560,000 that we did not get? We would have noticed that upfront. We are the stewards of the public's money.

Mr. Moyer stated I have a couple of comments. I think that the Board can certainly do whatever you choose. I have great respect for all of you, by the way. You are a wonderful Board. You do take it very seriously, and I am glad you are looking at these invoices. You are the people who know the community and know the invoices. In general as it relates to the accounting process, we pass audits every single year for a very good reason. We have established a series of checks and balances that, for the most part, works very well. They do not pay an invoice if Mr. van der Snel does not approve the invoice for the things that happen, with the notable exception of routine invoices like electricity, utility bills, FedEx, and things that generally we would not look at or know if it was appropriate. If I had seen the FedEx bill, I would not have thought that anything was wrong because I would not know if it was a part that was sent FedEx that actually cost \$69. I think that your point is well taken. To the degree that you want to take those off an automatic payment process and put into your agenda package to look at, we can do that, but then if we do not process them quickly enough, then we are subject to having the utilities turned off, the power turned off, and everything else. That is why we do that. As good as all of you are in looking at the invoices, if there is a problem, please bring it to our attention and we will correct it. We will make it right. I think Severn Trent will probably return the \$12,000 back on that issue. They did something that they should not

have done. I am familiar with every CDD management provider in the State of Florida, and Severn Trent is the only one I am aware of that will step to the plate and write checks for its mistakes. A lot of these management providers came through my organization. That is why I know everyone who is doing that. It is unusual for people to take responsibility to pay for their mistakes. I am not trying to dismiss your concerns that the job might be sloppy, but they will stand behind those mistakes.

Mr. LeMenager stated with respect to this \$56,011 issue, all they did was transfer funds from one line item to another. They just corrected the mistake I caught.

Mr. Walls stated they moved the money to where it should be, but people still paid the wrong amounts, which is another issue. I understand Mr. Berube's concerns. I am with him to an extent. Mistakes with invoices happen, unless this person is working for us exclusively and knows exactly what is going on. It is annoying for us to have to sit here and provide oversight and follow-up on that oversight. I understand that. The issue that bothers me is the assessment piece. If they are going to do the assessments and we are going to pay for it, then that needs to be checked, double checked, and triple checked before it is sent out to the tax collector. That needs to be right because we are talking about what residents are paying in their tax bills. That point needs to be stressed to whomever is handling the assessments at Severn Trent. Going forward, I am going to expect 100% accuracy on that because that is something that has to be right. Regarding this transfer they did, they took money that was an excess in one funds and moved it to the other fund where it should be, which is fine, but some people paid more than they should have and other people paid less. That did not fix that problem.

Mr. LeMenager asked who paid more?

Mr. Berube responded every home owner.

Mr. LeMenager stated no, they did not.

Mr. Berube stated sure they did.

Mr. LeMenager asked how?

Mr. Walls stated you collected enough money, but if the assessments were divided properly, then one group paid too much and other group did not pay enough.

Mr. Moyer stated that is right.

Ms. Kassel stated the home owners were assessed for the 2014 bonds.

Mr. Berube stated that was due to a blended methodology.

Mr. Walls stated I think Severn Trent needs to refund the assessment fee due to their mistakes and provide us with a proposal on how we are going to make it right for everyone who paid too much and the ones who paid too little. We need to go back and fix that in some way. I do not think that it is appropriate just to say it is too bad they got billed wrong. I do not know what that number comes out to for every home owner, and I would like to see what that is.

Mr. LeMenager stated I was wondering why there is a decrease in the 2014 bond issue in your proposed budget.

Mr. Moyer stated that is why.

Mr. LeMenager stated so Severn Trent did charge everybody too much money last year.

Mr. Berube stated yes.

Mr. Moyer stated what they did is, they added the debt services together. If they did it this year, it probably would not make a lot of difference because the interest rates on the bonds are so close. That has been the case historically for the interest rates on the 2001 and 2004 bonds.

Mr. LeMenager stated so basically Severn Trent was doing this all along. They always just added the assessments up and divided it.

Mr. Moyer stated that is correct.

Mr. LeMenager stated at a certain level, they have never been correct. At some point, someone decided to charge us a lot of money to do this but just did it the nice and easy way. That is what it sounds like to me.

Mr. Moyer stated I have not had the time to go back and research minutes from the 2001 and 2004 timeframe, but I suspect that Severn Trent was directed to do that.

Mr. Berube asked by whom?

Mr. Moyer responded the Board of Supervisors.

Mr. Berube stated it would have been a long time ago.

Ms. Kassel stated the Board was controlled by the developer at that time.

Mr. Berube stated Severn Trent has a printed methodology guidebook that is supposed to be used, and we reaffirmed that with legal help if I remember right.

Mr. Qualls stated we did an assessment policy, which Severn Trent drafted. It may have been in 2007.

Mr. Moyer stated I think that as part of our budget process, we went through a review of that assessment methodology. Those are the types of things that I need to review, and I will do that in this budget process.

Ms. Kassel stated just for the benefit of the audience, the home owners have been assessed for the 2004 bond interest, when it was the responsibility of the developer.

Mr. LeMenager stated for your typical home owner, it is a wash because we balanced the budget so that there was no change.

Mr. Berube stated no, we balanced the budget because there was a resolution at the end of the year where we removed approximately \$50,000 from fund balance to balance last year's budget.

Mr. Walls stated it does not matter. The assessment is what it is. It is a matter of where that money and the assessment came from. Is it coming from one group of home owners or the developer, or a combination of both?

Mr. Berube responded the good news is that we are aware of it.

Mr. Walls stated if those assessments were done properly, I would like to see what each home owner would have paid and what the developer would have paid.

Mr. LeMenager stated you can see that. In next year's budget, look at the difference. When I received the budget today, I was looking at that and questioned it. You can see the amount of excess funds. I hate to say that people paid because they all paid as they were paying before. They would have paid the same; it just have come to operation and maintenance instead of going into capital. You are starting to win me over, Mr. Berube. Severn Trent is charging us \$11,000 to do this calculation, and all they did was add them all up and divide. What a sweetheart deal that is for Severn Trent.

Mr. Berube stated yes, it is. We can discuss this all night. Our request to Severn Trent is if they will refund the \$11,800 for that first assessment. That sort of makes everyone happy.

Mr. LeMenager stated Severn Trent charged us that amount twice.

Mr. Berube stated yes.

Mr. LeMenager stated that is ridiculous.

Mr. Berube stated they had to do it for the refinancing. Every time you do the assessment roll, you pay that fee. It is a fixed cost.

Mr. Moyer stated that is correct.

Mr. LeMenager asked do we have to approve those items when it comes to the check register?

Mr. Berube responded yes.

Mr. Walls stated it may have been paid directly.

Mr. LeMenager stated maybe we should not approve that one.

Mr. Berube stated it is too late.

Mr. Moyer stated it was part of the bond costs.

Mr. Berube stated the second one was part of the bond costs. The first one is part of the tax roll assessment service that is budgeted every year. That is our request. You heard the concerns. I think that is fair.

Mr. LeMenager stated agreed.

Mr. Moyer stated I will present that to Severn Trent.

Mr. Berube stated again, your staff does fine.

F. Sale of Sailboat

Mr. Moyer stated I have one item that I want to bring to the Board's attention in a public forum. We advertised to take bids on the sale of the sailboat and received one bid. I have not opened it because it was sent in the mail and was received past the deadline. This is from Mr. Bill Fife for \$50.

Ms. Kassel stated someone told me that a marine place in Orlando said this is a popular sailboat, and we could possibly get more money for the boat through them. It might be worth looking into having them evaluate the sailboat.

Mr. LeMenager asked what were the rules of the bids?

Mr. Berube asked are we obligated to take this bid from Mr. Fife?

Mr. Moyer responded no, you always have discretion to award or reject bids.

Mr. LeMenager stated I recommend selling the sailboat to Mr. Fife and put this matter behind us.

Mr. Berube stated my guess is there is going to be a fee for someone to come out here and evaluate at the sailboat, probably \$200.

Ms. Kassel stated it is only a phone call.

<p>On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor except Ms. Kassel and Mr. Farnsworth, approval was given to accept the bid from Mr. Bill Fife to purchase the sailboat for \$50.</p>
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Mr. Berube stated Mr. Fife will have to coordinate with Mr. van der Snel within the next three days to pick up the sailboat.

ELEVENTH ORDER OF BUSINESS

Discussion of the Rules of Procedure

A. Marked-Up Rules

Mr. Berube stated when we brought up the initial rules package for discussion, we wanted to clean up and clarify some items, and we certainly have done that, yet we still find ourselves four months into this and still discussing it. I guess that is fine. It shows that we go over everything in great detail. I would like to finalize this tonight so we can move it forward, end all of the discussion, and start on our budget process. Time is of the essence. I printed everything and ask that the Board members go by the agenda page numbers. I am starting on page 150, which is the sanctioned facility access clearance process flow diagram for Chapter 4, Section 3. It looks well done and I am not sure that we need to codify it. I think that the process that is already in place works. Do we want to add to this rules process and include page 150? Do we just want to ask staff to use this as a guideline? I am not in favor of codifying it and making it part of the rules.

Mr. Farnsworth stated the purpose of the flow diagram is to show everybody what the process was and see if we had any disagreement with it.

Mr. Berube stated so you do not want this as part of the rules package.

Mr. Farnsworth stated it does not have to be.

Mr. Berube stated it is just a guideline.

Mr. Farnsworth stated yes.

Ms. Kassel stated you can ask if everyone understands and agrees with it.

Mr. Berube asked does everyone understand and agree with it?

Mr. LeMenager responded it looks good. Does it follow what the written rules say?

Mr. Farnsworth if the rules are what was presented to us, they follow the flow diagram.

Mr. Berube stated it was included as a page, so I did not know if you asked for it to be part of the rules. Page 151 is the index page. Page 152 is the title page. We discussed pages 153 through 157 *ad infinitum*. Does anyone want to change anything in that section?

Ms. Kassel responded no.

Mr. Berube asked are there any changes to pages 158 through 162?

Ms. Kassel responded no.

Mr. LeMenager responded no.

Mr. Berube asked are there any changes to pages 163 through 165?

Mr. Walls responded page 165, Section 1.6.3 was added for activity coordination. I do not know why that is there or what it is.

Mr. Farnsworth stated before we discuss that, I would like to go back to Section 1.4.5.3 on page 160. The speaking request form is referenced, and it is my opinion that any time you reference something, it should be included as part of your document. The final version has that available. I think it should be an addendum, not as a reference that someone has to search for. Not only should it be in the document, but there should be an active, true, accurate link that goes to the website where you can pull up the form, not some generic link that goes to the CDD website. That is wrong. Put the right one in there. It belongs in that section.

Mr. Berube asked do you want the speaking request form to be inserted immediately after this page?

Mr. Farnsworth responded no, at the end of Chapter 1. That is where I would put it. If you make a composite document, you can put them all at the very end.

Mr. Berube stated we have several forms that we are going to reference. I suggest that we place all of the forms that are incorporated by reference at the very end of the rules package.

Mr. Farnsworth stated that is fine, as long as you have one rules package that has everything, which is not what we have currently.

Mr. Walls stated just call it the appendix.

Mr. Berube stated the appendix will have all of the forms.

Mr. Farnsworth stated that is fine, as long as it is something directly associated with the rules package.

Mr. Berube stated I understand.

Mr. Farnsworth stated the other issue is to have accurate website links.

Ms. Kassel stated I do not know if it would be possible to get a speaking request form on the meeting page where we have the agenda and the invoices. That way people can print it out at home and fill it out, rather than coming here, forgetting their pen, and so forth. It is just an idea.

Mr. Berube asked do you mean when the agenda is published on the website?

Ms. Kassel responded yes.

Mr. Berube stated we left off on page 165, Section 1.6.3.

Ms. Kassel stated this was Mr. Farnsworth's attempt to go around Amendment 4.

Mr. Farnsworth stated I refuse to say "go around," but I want to accommodate the desires of the people who want Amendment 4. This is my attempt to accommodate them. It may not be successful, but that was my attempt and my intention. I request that you consider changing the numbering for Chapter 1, Amendments 1 through 3. They all have the number 1 in front of the amendments. Why? It makes no sense.

Mr. LeMenager stated let us go through this page by page; otherwise we are going to jump around.

Mr. Berube asked where is the extra 1 that you are talking about?

Mr. Farnsworth responded starting at Section 1.6. There is no 2. anything.

Ms. Kassel stated that is because it is all Chapter 1.

Mr. Farnsworth stated when you go to Chapter 3, the same thing is happening. The number 1 is placed in front of every one of those numbers. Why? It does not belong there. If you look at Chapter 4, the number 1 is not there, and there is no 4, either. All that does is make the sections five or six numbers deep.

Mr. Berube stated I understand. I am noting for Ms. Brenda Burgess that the first prefix number on each line should jive with the chapter number. There is no Chapter 2 because we deleted that. It had to do with the water services. You are right, Mr. Farnsworth; everything has the number 1 in front of it.

Mr. Farnsworth stated the same thing is true in Amendment 1 and in Chapter 3.

Mr. Berube stated on a global basis, the prefix numbers have to match with the chapter numbers.

Mr. Farnsworth stated Chapter 4 is already that way.

Mr. Berube stated I understand what you are saying about Section 1.6.3. I think it does appease the residents.

Mr. Farnsworth stated that is my intent.

Ms. Kassel stated it does not. There are two Board members who feel Amendment 4 should not be jettisoned. It should be revised.

Mr. Walls stated I understand. I think that Section 1.6.3 is not the right place for that. It creates issues where you are saying Board members, but what and who? What are you intending?

Mr. Farnsworth responded it was intended to make a Board member available.

Mr. Walls stated we are all available.

Mr. Farnsworth stated as I said, this was my attempt. If no one wants it, that is fine with me.

Ms. Kassel stated I would delete it.

Mr. LeMenager stated I agree.

Mr. Berube stated I thought that it was reasonable, but that is fine.

Ms. Kassel stated you crossed it out.

Mr. Berube stated I understand that, but when I heard Mr. Farnsworth's reasoning behind it, I changed my opinion, which I do not do very often.

Mr. Farnsworth stated I am not saying I have the right words.

Mr. Berube stated I understand, but we deleted it. Are there any changes to pages 166 through 169?

Ms. Kassel responded no.

Mr. LeMenager responded no.

Mr. Berube asked are there any changes to pages 170 through 188?

Mr. Farnsworth responded yes. Page 182, Section 1.15 was not used in Chapter 4. On the bottom of every page, it says "Adopted on." Unless you have a situation where the effective date and the adopted date are drastically different, there is absolutely no reason for it to be there.

Mr. Berube stated I think there is a precursor to that.

Mr. Farnsworth stated no, there is not.

Mr. Berube stated there is language about the election of Supervisors. I agree with you that it is included.

Mr. LeMenager asked Mr. Qualls, do we need that?

Mr. Qualls responded what typically happens with Statutes is, the Legislature will pass a law, which the Governor signs that will have an effective date that is after the law has been executed. The bottom line is, it is a policy choice. Do what you think is best,

but be consistent. What I would say is that scrivener's and numbering issues can be dealt with. I would encourage the Board not to spend too much time on those issues.

Mr. Farnsworth stated I did not want to spend time. I wanted to point out a problem. In this situation, the effective date occurs several times. It was never done to my knowledge in Chapter 4, so the issue does not exist there, but the situation does exist earlier in the rules. If you have a situation like a delayed signature and you need to have an effective date that is different from the adoption date, then there is a reason for an effective date. That is not the situation with what we are doing.

Mr. Berube stated we have a paragraph that has an effective date that is scratched out so we can put in a new effective date. Yet on the same page, because of our questions in previous months as to whether things were adopted or not, we now have "Adopted on" notation on every single page, so we know that it was adopted. To your point, we will have an adopted date and we can eliminate this paragraph.

Mr. Qualls stated sure.

Mr. Walls stated I think that is a global change.

Mr. Berube asked do you agree that all pages have "Adopted on" shown on them?

Mr. LeMenager responded be wary of unintended consequences. Suppose you have fees or registration or things like that and we want to change something that requires that we be ready for the change. It is nice to vote on it now and say it is for immediate effect, but then can our staff make the change effective immediately?

Mr. Walls stated if we make a rule tonight that we cannot implement until August, in that paragraph in that rule, it should say the rule will be effective on August 1, but it confuses things. I agree with Mr. Farnsworth that every chapter has an effective date, when these are all of the rules in a combined document.

Mr. Qualls stated most rules are not going to have an effective date. I do not see that very often, quite frankly.

Mr. Berube stated in this case, there is nothing related to Section 1.15 other than it is noting an effective date. The bottom line is that we are removing all of Section 1.15. We are now on page 188.

Ms. Kassel stated Sections 1.1.008 through 1.1.014 have been stricken. I know that we have a new section on page 185, which discusses the District being subject to a number of Florida Statutes that are available. I like the fact that those are listed. Even

though the residents may not be interested, these rules are intended for the Board to follow. I like that they are here and spelled out. It is unlikely that any of us are going to go to the Florida Statutes and look. The fact that they are spelled out means that when we review them, we are reminded of our obligations.

Mr. Qualls stated on these disclosures of public financing, the Statute says that the District shall take affirmative steps to provide for the full disclosure of certain information. I think having this in the rules shows the District taking some affirmative steps.

Mr. Berube stated as in the way that we left it on page 187, Section 1-1.007 says "Availability of District Public Financing." All the previous pages are about public financing. We made the affirmative action.

Mr. Qualls stated that is the idea.

Mr. Berube asked are we covered by the disclosure of public financing with what we left in? I think so because we had this discussion before.

Mr. LeMenager stated yes, we did.

Mr. Berube stated I think by the vote of this Board, pages 188 and 189 were left out.

Ms. Kassel stated we did not vote. We just made our opinions known.

Mr. Berube stated they are gone.

Ms. Kassel stated they are crossed out, but they are still part of the package.

Mr. Berube asked what do you want to do?

Mr. Walls responded I am fine with leaving them out.

Mr. Farnsworth stated leave them out.

Mr. LeMenager stated I am fine with leaving them out.

Mr. Berube stated without a formal vote, that is four to one in leaving the language out.

Mr. LeMenager stated as I mentioned earlier, I entered into a contract with Lennar and the three-day right of rescission was in there. I could not believe it.

Mr. Berube asked have you seen it before?

Mr. LeMenager responded I never saw it before. It is in Lennar's standard contract.

Mr. Farnsworth stated if that is an imposition of the developer, they are free to do that.

Mr. Berube stated you need to remember: the developer and this Board were once one and the same for a long time.

Mr. LeMenager stated none of us could ever remember seeing it. As I was reading through the contract, I could not believe it.

Mr. Farnsworth stated in this section, 1.9 is being eliminated as part of the global removal of effective dates.

Mr. Berube stated yes. Are there any changes to pages 190 through 193? Page 194 is the three-day right of rescission.

Mr. Walls stated that should be deleted.

Ms. Kassel stated I agree. I am not sure why it is included.

Mr. Berube stated there were two page of it. They took the first page out and left this one in. Page 194 for the “Acknowledgment and Hold Harmless Regarding Three-Day Right of Rescission” is removed.

Mr. LeMenager stated I agree.

Mr. Berube stated page 195 is Chapter 1, Amendment 4.

Mr. Farnsworth on page 191, the Vendor Purchase Policy, you have the same problem. There is an effective date line.

Mr. LeMenager stated we agreed to remove all of those.

Mr. Berube stated the pages will all look the same with “Adopted on” being shown in the footer, and the effective date sections in all chapters will be removed.

Ms. Kassel stated regarding Amendment 4, there were some revisions that did not make it in, specifically on page 199. Instead of “Annually, the Board will appoint a resident panel,” it should say “Annually, the Board will review recommendations from an ad hoc resident panel.” The next sentence should begin with “The ad hoc panel will develop these guidelines.” The bottom of the page should say, “The panel will be comprised of concerned citizens,” not “a member of the Board of Supervisors and four others.” That gets around the requirement for a publically noticed meeting and the potential for Sunshine Law violations.

Mr. Moyer stated correct.

Mr. Walls asked why would we officially have a panel of concerned citizens in our rules?

Ms. Kassel responded it should say “Annually, the Board will review recommendations from an ad hoc resident panel made up of concerned citizens.”

Mr. Walls stated but that could be anybody.

Ms. Kassel stated yes.

Mr. Walls stated anyone who wants to can come up here and make recommendations.

Ms. Kassel stated yes. What is wrong with that?

Mr. Walls asked why are we formalizing it?

Mr. Moyer responded I suggest that maybe as part of this, the Board could express its encouragement to have a group of individuals that meets and has a unified position that they bring before the Board, rather than having 25 people stand up. They could do that and we would encourage that type of activity, but that would not be a formal committee of this Board that would be subject to the Sunshine Law.

Mr. Berube stated I appreciate that somebody went through a lot of work and a lot of details, but I am very concerned that we are removing a two-page amendment.

Ms. Kassel stated it was more than two pages.

Mr. LeMenager stated it was an extremely long document. This is smaller now.

Mr. Berube stated it is 16 pages now. Here is the bottom line. Two months ago, this Board voted 3-2 to eliminate Chapter 1, Amendment 4.

Ms. Kassel stated we did not vote.

Mr. Berube stated yes, we voted on it. That was the vote. It was 3-2 to eliminate Chapter 1, Amendment 4. No matter how you rewrite it, it is still Chapter 1, Amendment 4. I like the concepts, but I do not want to tie our hands. We had this amendment in a different form for a decade, and we never did anything with it.

Ms. Kassel stated because we never knew about it.

Mr. Berube stated we knew about it.

Ms. Kassel stated not even our own attorney knew about it. He did not even know if it was approved, and it was approved in 2003.

Mr. Walls stated the original Chapter 1, Amendment 4 had a lot of statements in it, but one rule.

Mr. Berube stated right.

Mr. Walls stated the one rule was that the Board coordinate with the HOA and have a meeting. That is it. This now has many, many rules in it.

Ms. Kassel stated no. It has the exact same thing, except now there is an exhibit that helps to guide decision making. That is all.

Mr. Berube stated I do not think we need help guiding decision making.

Ms. Kassel stated I think we do, and I think all residents approved it. That is why when people stood up and spoke about it, everyone in the audience applauded those people because they agreed with them.

Mr. Berube stated we have 963 registered voters in this community. If 50 people were here last time, that leaves 913 other people out here that we represent who either think the other way or do not care.

Ms. Kassel stated that is not necessarily true.

Mr. Berube stated we had the same discussion with fishing. The same tactics were used. A concerned small group of people came out and argued about fishing. We went on about it for about six months, and ultimately we removed the fishing prohibition. Since then, life has been better.

Ms. Kassel stated no, life is not better.

Mr. Berube stated there are fewer complaints about fishing.

Ms. Kassel stated that is not true. I hear complaints about fishing all the time.

Mr. Berube asked have they come to the Board?

Ms. Kassel responded no. They come to me because they know that the Board is deaf right now to their complaints.

Mr. Berube stated the Board is still deaf. We voted two months ago, 3-2 to remove this amendment, and I am going to ask the three people who voted for it, who is Mr. Farnsworth, Mr. Walls and I if you want to put that amendment back in.

Mr. Farnsworth stated I have read and reread the amendment, trying to justify it. I cannot, in good conscience, support any variation of that Amendment 4.

Mr. Walls stated I agree.

Mr. Berube stated I agree. The will of the Board, by a 3-2 vote, was to remove this amendment. Ms. Kassel and her husband chastised me twice in public meetings for going against the will of the Board as to how I changed a kayak purchase. I am sticking with the will of the Board. If we want to bring this to a vote again tonight, we will. It does not matter to me. Does anyone want to make a motion to not include this amendment?

On MOTION by Mr. Farnsworth, seconded by Mr. Walls, with all in favor and except Mr. LeMenager and Ms. Kassel, approval was given to exclude Chapter 1, Amendment 4 from the rules of procedure.

Ms. Kassel stated we were chastising you for not listening to the people who voted you into your position.

Mr. Berube stated I said after the fishing argument that if people want to vote me out when the next election comes up, that is fine. I am thinking about the people who are not here. If someone wants to make this a policy, I have no problem with that. We are trying to clarify rules, keep them clean, and update them. All we have done is made them more difficult. I know that I am not going to please everybody; that is part of this position. Bluntly, I am going to offend some people and maybe I have. I am sorry. I am doing what I think is right. I am looking at everyone who lives here who is not here.

A Resident asked have you ever heard of anybody who disliked this Board?

Mr. Berube responded yes. My private messages, texts, and emails tell me that I am going down the right path. I get a lot of contacts. As a matter of fact, you posted on Facebook as well as Ms. Kassel. People on Facebook do not join in the conversation.

Ms. Kassel stated there were 60 people here at the last meeting.

Mr. Berube stated I understand that.

Ms. Kassel stated that is people joining in the conversation.

Mr. Walls stated I will say my piece and then I will be done. I think the problem is, most people do not understand what was in Chapter 1, Amendment 4, and I think that is the biggest problem. To sit up here and say that this Board is going to do things to destroy the environment or harm the environment we live in, is ridiculous. They were not rules; they were just statements.

Ms. Kassel stated nobody said that.

Mr. Walls stated no matter who is sitting up here, I think it is a ridiculous assertion to say that. We may all disagree from time to time on how we go about doing things, but I can guarantee you, and I think I speak for everybody up here, that we are all doing what we think is right.

Mr. Farnsworth stated we are certainly not going to do anything deliberate.

Mr. Walls stated that is exactly right. For anybody to assert that we are being cavalier or whatever they might say, is completely wrong.

Mr. Berube stated this is not Washington, D.C. It is not big government. It should not be. It is local government. We do not need a rules package this thick. For those who do not agree, I am sorry, but I made my decisions and I tend to stick with them. As you can see, we are definitely a part of the community.

Mr. Berube asked are there any changes to pages 211 through 214? We have global changes here to remind Ms. Burgess that the numbers need to start with 3.

Ms. Kassel stated on page 214, I propose that we remove Sections 1.4.2.1 through 1.4.2.5 and make them a schedule that is not part of the rules. So the next time we want to change them, we do not have to go through the entire rulemaking procedure as we discussed earlier at this meeting.

Mr. Farnsworth stated I am uncomfortable with removing them. I want them in there, so if someone pulls up the rules, they have the rates right there. If that makes it tough on us and we have to revise them, so be it. That means that you never lose track of what the rates are and they are not hidden some place where they cannot find them. If they can find the rules, then they can find the rates.

Mr. Berube stated those are all good points, Mr. Farnsworth; however, we are here because every so often we need to change things and update them. This rulemaking process, as you have seen, consumes a lot of time and money.

Mr. Farnsworth stated if the only thing we need to address is the rates, then we have a hearing on just the rates.

Mr. Berube stated we are going to have an appendix for the various forms that need to be included in the rules package. They are not necessarily a part of the rules package, so when people read the rules, they know where to find the forms. Can the schedule of fees be removed as Ms. Kassel suggested and be included into that appendix so they can be reasonably, easily changed?

Mr. Qualls responded yes. The only legal requirement is that the schedule of fees be available at the District office.

Mr. Berube stated if we lifted them and put them into that appendix and everybody knows about it and it is discussed at the workshop and the public hearing, it does not necessarily have to be part of the printed rules package.

Mr. Qualls stated it does not have to be part of the rules package, but anytime that you want to adjust those fees, you are going to need to have a public hearing and go

through that process. But if you refer to the schedule in the rules, you do not have to then open up all of the rules.

Mr. Farnsworth stated if you are going to have an appendix or an attachment or anything else for a set of rules, then that is part of the documents. I do not care what you call it; it is part of the document.

Mr. Berube stated if we had a map of the facility that we refer to and the map gets updated, it can get updated with no big deal.

Mr. Qualls stated I do not have your expertise, but if the rules simply said that the Board adopted a fee schedule, which is available and says where it is available, all the rule references is that there is a fee schedule. That fee schedule is not incorporated and made part of the rules and is a separate document outside of the rules. The memorandum I provided says that the only legal requirement as far as where the schedule has to be is that you keep a record of the schedule of adopted rates at the District office.

Mr. Walls stated that is common practice.

Mr. Qualls stated whether or not you have an appendix, make sure that it is at the District office.

Mr. Farnsworth stated if we follow that to the letter, we would not have anything online. We would strictly have it at the District office.

Mr. Qualls stated no. I am just talking about the usage fees. I do think that you should have it on your website. You want it where everyone can see it. I think the question that the Board is wrestling with is, if the usages fees need to be adjusted but the Board does not want to open up all of the rules, can that be accomplished? The answer is yes.

Mr. Farnsworth stated I agree with that.

Mr. Walls stated what Orange County does every year is adopt a fee schedule with the budget as part of the resolution, because you hold a public hearing for the budget, and we have a fee schedule that is reference and is put on the website. We can put a reference to the fee schedule on the website.

Mr. Farnsworth stated I do not care where it is. My only desire is, if I go to this document, it would bring up everything that the document references. I do not want to spend half an hour or an hour online trying to find something.

Mr. Qualls stated that is very fair and I think you can accomplish that without making the fee schedule separate.

Mr. Berube asked are you are okay with lifting this and making it part of a fee schedule incorporated into an appendix with all of the various other exhibits for the rules?

Ms. Kassel responded yes.

Mr. Berube stated done. To clarify, on page 214, we are removing Sections 1.4.2.1 through 1.4.2.5 from the rules package and putting them on a separate appendix page, which will also be published on the website in the rules section.

Ms. Kassel stated yes, but Section 1.4.2 should say the special event fee schedule is set by the Board, may change from time to time, and may be found in Exhibit A or whatever the letter is.

Mr. Berube stated I think we agreed to call it the appendix package with all of the maps.

Mr. Qualls stated whether or not you call it an appendix, I would give your professional staff the ability to put it where it needs to be put without making it a part of the rules. If you have an appendix of rules, I see Mr. Farnsworth's point that it is technically a part of the rules. I think Ms. Burgess can figure it out. I think it is clear what you are trying to accomplish. The rules refer to a fee schedule, but the specifics of the fee schedule are not a part of the rules.

Ms. Kassel stated correct. Instead it should say the special event fee schedule will be set by the CDD Board and may be changed by the CDD from time to time and is available at the District offices as well as online.

Mr. Berube stated right. Ms. Burgess maintains the website, so she will know where to put it. Now we removed it from here. Do you want to discuss the fees, or do you want to finish this page by page first and then discuss the fees?

Mr. Farnsworth responded at least discuss some concept of them.

Mr. Walls stated that removes the need to discuss the fees tonight if we want to get through everything else.

Mr. Farnsworth asked is there going to be that much argument about them?

Ms. Kassel stated there is going to be discussion.

Mr. Berube stated we need to move along because we are getting into budget season and everything else.

Ms. Kassel asked are you talking about making a decision on the rules next month when I am away?

Mr. Berube responded no, tonight.

Ms. Kassel asked do we need another public hearing?

Mr. Berube responded you need to advertise a public hearing to adopt these rules.

Mr. Walls stated we are coming up with a final set tonight.

Ms. Kassel stated you are saying that you plan on approving these rules when I am not here.

Mr. Walls stated I do not see anything changing from tonight.

Mr. Berube stated nothing is going to change. That is not the purpose of the public hearing.

Ms. Kassel stated if we are not going to discuss the fees tonight and they are not going to be part of the rules, then we can discuss them at a later time.

Mr. Berube stated the fees are going to be part of the rules. They have to be because we have to put them in the public hearing. That is why I asked if we want to discuss the fees now.

Mr. Walls stated we can have two public hearings.

Mr. Qualls stated if you want to have one public hearing to adopt both the rules and the separate fee schedule, you can do that at the same public hearing. We just need to advertise for both.

Mr. Walls stated that is the intent. I am with you.

Ms. Kassel stated that means that we have to discuss them at this meeting.

Mr. Berube stated yes, and that is going to generate some discussion. We may not finish that tonight. Let us go through the rest of these pages. Is there anything else on page 214?

Ms. Kassel responded yes. I am not comfortable with limiting residents to only two free facility reservations per year. Last time, we had talked about per facility. If you are a married couple with two to four kids, and you want to have events like a birthday party or anniversary, you are limited to two free ones and then you have to pay after that.

Mr. Berube stated it is actually four free events if you have a mother and father who are both residents. The mother and the father can reserve the facility.

Ms. Kassel stated that is not clear here.

Mr. Berube stated it says residents.

Ms. Kassel asked are the kids included, too? If you want to do that, you need to be more specific.

Mr. Walls stated we should strike it until there is a problem.

Mr. Berube stated I think there needs to be a limit. How many do you want?

Ms. Kassel responded I was going to say two free per facility.

Mr. Walls asked is a family limited to four events?

Mr. LeMenager asked have we defined a family?

Mr. van der Snel stated we discussed this rule when a resident wanted to use a facility and she had eight people coming in. I discussed this with Ms. Burgess, and she said they were allowed four per family household.

Ms. Kassel stated that is a different issue. This is about residents' use of the facilities.

Mr. Berube responded if a resident wants to have a party, we do not have limits. It happens all the time. Residents can bring as many people as they want into the facility. We limit how many guests you can bring in to swim, but if you have a birthday party and you want to bring 25 kids or adults, they all come.

Mr. LeMenager asked what is wrong with that?

Mr. Berube asked do you want to limit people who are having a birthday party? How many do you want them to have? It is not going to happen; not that many people are going to use it, so pick a number.

Ms. Kassel stated eight people or two free reservations per facility, per year. In other words, two at the pool and two at the pavilion. Either way, it is either eight people or two per facility.

Mr. Berube stated to clarify, residents are limited to two free reservations per facility, per year.

Ms. Kassel stated correct.

Mr. Moyer asked which section?

Ms. Kassel responded Section 1.4.3.4 on agenda page 214. The next one is Section 1.4.3.5, which is unclear on what 50% of available use means or what no more than three (3) days per week means. Are we talking about 24-hour days or 8-hour days or daylight hours?

Mr. Walls responded I would strike 50% and keep three (3) days per week.

Ms. Kassel stated we are only here for two hours. That is only one-twelfth of a day.

Mr. Walls stated by “days,” I mean at any time.

Ms. Kassel stated then we need to say that because people are going to say they only rented the facility for two hours, which is one-twelfth of a day.

Mr. van der Snel stated or three occurrences.

Mr. Berube stated they are not going to get that technical because they want the facility at the time that they want it. Three days per week works. We are not going to get that many requests anyway. We do not receive that many now from non-residents.

Ms. Kassel asked what if there is a problem?

Mr. Berube responded then we will fix it.

Mr. LeMenager stated actually, there is a problem with it.

Ms. Kassel asked which is?

Mr. LeMenager responded I think it should be specifically by a non-resident organization. Is it your intent that it be “first come, first served” if four different organizations want to use something and only the first three can use it?

Mr. Walls responded the intent was that it is not used up every single day by an organization because all of the residents are paying fees and should have some access to the field, however we want to say that. I think there needs to be a provision in there that reserves some time for individual residents.

Mr. Berube stated every single usage request is going to go through the District office anyway, so they will have some interpretation and the ability to limit it if it gets out of control.

Mr. Farnsworth stated one of the things that you read into this is basically any non-resident use, whether it is one organization or ten organizations, should not have more than 50% of available usage for that facility.

Mr. Berube stated the total use by non-resident organizations.

Mr. Farnsworth stated it should not be more than 50%.

Mr. Walls stated that is basically 3.5 days.

Mr. Farnsworth stated there is not much difference between the three days and 50%.

Mr. Berube stated it should say, “Reserved use of the SVB fields and courts by non-resident organizations, in the aggregate, shall not exceed 50% of available use and no more than three (3) days per week”. Does that work?

Ms. Kassel responded take out the 50% and leave it at three (3) days per week.

Mr. LeMenager stated three (3) days per week is fine. That is less than 50%.

Mr. Berube stated it should say, “Reserved use of the SVB fields and courts by non-resident organizations, in the aggregate, shall not exceed more than three (3) days per week”.

Ms. Kassel stated good.

Mr. Berube stated it says “in the aggregate” at the end. It needs to move up.

Mr. LeMenager asked are we fine with Chapter 3?

Mr. Walls responded I think there needs to be something that says the fees we charge need to be paid when the application is submitted to reserve a facility.

Mr. Berube asked does the application form say that?

Mr. Walls responded it needs to be in the rules.

Mr. Berube asked where do you want it?

Mr. Walls responded make it Section 1.4.3.9 or revise Section 1.4.3.8 to say “All rental and/or usage fees are non-refundable, and all fees need to be paid when the application is submitted when a facility is reserved.”

Mr. Berube asked how about, “All rental and/or usage fees are non-refundable and must be paid at the time of the usage request.”

Mr. Walls stated it should say, “At the submission of the application.”

Ms. Kassel stated yes.

Mr. Farnsworth asked what if the event is not approved?

Mr. Berube responded then the money will be refunded.

Mr. Walls stated then we can add, “In the event that the event is not approved, the fee will be returned.”

Ms. Kassel stated that sounds good.

Mr. Walls stated if you reserve a space, such as Town Square, then you take away the ability for someone else to reserve that space. If you have paid the fees and submitted the application but you change your mind the day before the event and do not want to have it anymore, I think there should be a timeframe where you can collect the full fee for a refund. If you cancel the day before but we had to turn people away because you already reserved that space, we should have a timeframe where we do not refund the fee.

Ms. Kassel stated 30 days.

Mr. Walls stated I was thinking to be more lenient and say within 10 business days that you need to cancel your event or else you do not get your money back, because you have taken up the ability for someone else to use that facility.

Mr. Berube stated it says, “All rental and/or usage fees are non-refundable.”

Mr. Walls stated or we can leave it at that.

Mr. Berube stated it is done. If you reserve it, then you own it.

Mr. Farnsworth stated if it is approved.

Mr. Walls stated that is fine.

Mr. Berube stated the majority of them are close to that 30-day window, and some get close to 10 days ahead. That is pretty tight.

Ms. Kassel stated we could allow a refund within that timeframe for all approved applications.

Mr. LeMenager stated no, it is fine as it is.

Ms. Kassel stated that is fine.

Mr. Farnsworth stated before we move away from Chapter 3, page 215 is the only instance anywhere in this document where both the “Law Implemented” and “Specific Authority” are the same thing. Nowhere else does this situation exist. I am wondering if that is an error.

Mr. Walls asked can we check that later?

Mr. Farnsworth asked who introduced it and where did it come from?

Mr. Qualls responded I do not know the answer, but I can find out.

Mr. Moyer stated rules are provided for under Chapter 120, Florida Statutes, which is the Administrative Code. The State of Florida has all those citations. These rules go back to 2001 when Mr. Ken vanAssenderp was here. We fashioned these rules after what the State rulemaking process was. That is why it is like that.

Mr. Farnsworth stated earlier chapters I understand, but this is new, and I do not know where this came from. This was not in earlier renditions of this chapter; this just showed up. It is the only example anywhere in our documents where both the authority and the implemented citations are the same. Nowhere else does that exist.

Mr. Berube stated right, but when you look at the others, what we do not know is what do Sections 190.035, 190.011 and 120.54, Florida Statutes, say. The authority and

the implementation may be identical based on what those Statutes say. It may be accurate.

Mr. Farnsworth stated I am questioning the fact that this is the only place it is listed.

Mr. Berube stated I understand.

Mr. LeMenager stated he is wondering if it is a typo.

Mr. Berube stated right.

Mr. Qualls stated I can check, but Section 190.011(5), Florida Statutes, is what gives you the authority to adopt fees.

Mr. Berube stated look at the authority and implementation on page 215, make sure that those two lines are accurate, and report that back to Ms. Burgess so she can clarify if there is a problem.

Mr. Farnsworth stated I was just pointing out something that was inconsistent.

Ms. Kassel stated regarding page 220, one of the reasons that fishing prohibition was removed from the rules was because of a perceived inability to enforce. I am wondering why we have Section 2.3.2 "Swimming is prohibited in all District-maintained ponds" and Section 2.3.3 "No watercraft of any kind is allowed in any of the District-maintained ponds." How is that any different? In other words, why do we have those and we think that they are enforceable if we think a ban on fishing is unenforceable.

Mr. Walls responded I agree with you.

Mr. Berube stated swimming in those ponds is a health concern. We discussed this the last time when we left it in the rules.

Ms. Kassel stated I do not want swimming or watercraft in the rules, either. I am just saying that the Board is hypocritical if it removes the fishing ban because it was unenforceable but it leaves in no swimming and no watercraft.

Mr. Berube stated not a problem. Sections 2.3.2 and 2.3.3 are recommended for removal.

Mr. LeMenager stated I am totally opposed to that. They need to be in the rules in a nice, clear statement. It is also a liability issue. If someone goes out and drowns, our rules say very specifically that it was prohibited.

Mr. Berube stated I am hearing that Ms. Kassel wants those sections removed.

Ms. Kassel stated I am not saying that I want them removed. I am saying that it is hypocritical to put those sections in if the reason for getting rid of the ban on fishing was because you could not enforce it.

Mr. Berube stated I do not think we put them in the rules. I think they were there already.

Mr. LeMenager stated Ms. Kassel is just trying to make a point.

Ms. Kassel stated I am indeed. Thank you, Mr. LeMenager. On page 222, Section 3.1.5.1 should say, "Proof of personal identity, for either an Owner or a Renter, shall require either a driver license, an identification card, a passport, or other State- or Federal-government issued identification." For those people who do not have a driver license or an identification card, the personal identity is just personal identity; it is not your address in Harmony. It is not proof of residency. However, some people do not have a driver license or an identification card, but they have a passport or a government-issued ID.

Mr. Walls stated it just needs to be a government-issued, picture ID.

Mr. Berube stated if a person has a passport, they probably came here on an airplane. You cannot get on an airplane without a driver license.

Ms. Kassel stated no, you can get on with a passport without a driver license.

Mr. Farnsworth stated it reads as follows: "Proof of personal identity, for either an Owner or a Renter, shall require identification in a verifiable form such as, but not limited to, a passport, a driver license, or an identification card (military, State, et al.), which contains both the full name of the individual and a full-face photograph."

Mr. Walls stated that is fine.

Ms. Kassel stated that sounds good.

Mr. Berube stated all we want to do is add a passport.

Ms. Kassel stated a passport or other State- or Federal-government issued identification card.

Mr. Walls stated I would go with what Mr. Farnsworth said.

Ms. Kassel stated what Mr. Farnsworth said is fine with me.

Mr. Berube stated basically we are adding "a passport or other State- or Federal-government issued identification card."

Mr. Farnsworth stated that is what it is fundamentally.

Mr. Berube stated I thought we already gave the manager the authority to determine proof of identity.

Mr. Walls stated on page 225, Section 4.3 says, “The District Swimming Pool Facilities are open to District Residents, Renters, and others who have registered with the District.” Are renters considered District residents?

Ms. Kassel responded “Renters” should be removed.

Mr. Walls stated the document going forward references Section 4.6 as penalties for breaking the rules, such as their card being revoked for swimming pools. Section 4.6 is regarding just the swimming pools, and I think that the language where it talks about the penalties needs to be in all other sections where it references Section 4.6. We need to lift Section 4.6 and put it in those other sections.

Mr. Farnsworth stated within that paragraph, nothing is there that is specific to the swimming pools.

Ms. Kassel stated the entire section is just about usage of the swimming pools.

Mr. Walls stated I am just saying that anywhere in the document that references Section 4.6, we just lift the language from Section 4.6 that says what happens if you break the rules.

Ms. Kassel stated I agree.

Mr. Berube stated I agree.

Mr. Farnsworth stated that is too much repetition. Pick a place and reference it for all facilities.

Mr. Walls stated however we want to do it, but it should not just reference pools.

Ms. Kassel stated make it its own section either before or after to address violations.

Mr. Walls stated yes.

Ms. Kassel stated on page 236, Section 9.6.1 should say, “The District may collect special event fees and/or charges as necessary for the conduct of District activities and services, per the schedule set forth in the special event fee schedule,” and strike “in the District rules” and the chapter reference.

Mr. LeMenager asked why do we need this paragraph at all if we have a chapter that is totally devoted to fees?

Mr. Berube responded it is already here and if we change it, we may affect something else we are not thinking about. Let us just word it to where we need it to be and leave it in to prevent unintended consequences coming into effect.

Ms. Kassel stated this is in the section for use of District facilities for special events.

Mr. LeMenager stated fair enough.

Mr. Walls stated on page 228, Section 5.9.4 instructs the dock master to inspect the boat for damage, assess any damages to the Board.

Mr. Berube stated "Board" should be "boat."

Mr. Walls stated I think we should take off the responsibility for the dock master to invoice for damages. He needs to recommend that to the District manager.

Mr. Berube stated it should say, "Inspect the boat for damage, assess any damages to the boat, and report the inspection findings to the District manager." It is inferred that the District manager will come to the Board and ask the Board if we want to charge someone for damages to the boat.

Mr. Farnsworth asked is there language someplace that says that the boat user will be responsible for any damages?

Mr. Berube responded yes.

Mr. Walls stated it is in Section 5.8.1.

Mr. Berube stated Section 5.8.1 says, "A boat user assumes full responsibility for any and all damages."

Mr. Farnsworth stated it does not say that the user will be invoiced.

Mr. Berube stated "full and complete liability" says that they are going to receive an invoice. Does that complete all of your items, Ms. Kassel?

Ms. Kassel responded yes, except for the fee schedule.

Mr. Walls stated that is all I have, as well.

Mr. Farnsworth stated I am concerned about the version of the rules we are reviewing. Does it have Sections 5.8.2 and 5.8.3?

Mr. LeMenager responded yes.

Mr. Berube asked what page is the fee schedule on?

Ms. Kassel responded page 214.

Mr. Walls stated I recommend that we change Section 1.4.2.1 from \$15 per hour to \$5 per hour. I think that will bring our fee more in line with what we are charging the soccer team and the soccer club right now.

Ms. Kassel stated that is \$50 per week.

Mr. Walls stated I think that is incredibly reasonable.

Mr. Berube stated if you have 50 kids, that is \$1 per kid.

Ms. Kassel stated per week. How many weeks?

Mr. LeMenager stated Section 1.4.4 says that we can do anything we want.

Mr. Walls stated I suggest that we change \$15 to \$5 per hour.

A Resident stated the agreement with the City says the soccer club shall pay the City a \$5 fee per participant per registration at the start of each season. There are two seasons. The City of St. Cloud gets \$10 a year or \$5 a season per child.

Mr. Walls stated there are many more players in St. Cloud.

The Resident stated they do. We want to build up the club and get another field in Harmony.

Mr. Walls stated I understand.

Mr. Berube stated we give the District manager a lot of discretion. I suggest that we set it at \$5 per hour or at the District manager's discretion.

Mr. LeMenager stated no, he is not going to do that. You are just going to second guess him. It will come to us and we will make a decision.

Mr. Berube asked is everyone okay with \$5 per hour?

Mr. LeMenager responded \$5 per hour is fine with me.

Mr. Berube stated where I was going with that is, if they have a whole bunch of hours, we can lower that fee to accommodate them.

Mr. LeMenager stated no, we will do it. He is not going to change it.

Mr. Berube stated Section 1.4.2.2 says, "Swim Club and Ashley Park Pools Reserved Patio Areas: \$100 for up to a four- (4) hour maximum."

Mr. Walls stated I have no problem with that.

Mr. Berube stated Section 1.4.2.3 says, "Buck Lake Pavilion: \$60 for up to a four- (4) hour maximum."

Mr. Walls stated I have no problem with that.

Mr. LeMenager stated I am fine with it.

Mr. Berube asked do you want to limit the number of people?

Mr. Walls responded no.

Ms. Kassel stated it is \$15 per hour; it seems reasonable.

Mr. Berube stated Section 1.4.2.4 says, "Buck Lake Fishing Pier: \$40 for up to a two-(2) hour maximum." We went from \$100 to \$40.

Mr. Walls stated I do not know how that happened.

Ms. Kassel stated it is \$40 for a two-hour maximum versus a four-hour maximum.

Mr. van der Snel stated people can fish off the boardwalks.

Mr. LeMenager stated let us go back to the pavilion. Will it cost \$60 to have a family cookout?

Mr. Walls stated this is not for families; it is for non-residents.

Ms. Kassel responded families can use it.

Mr. Berube stated families can use it four, eight, or 12 times a year depending on how many are in the family.

Mr. LeMenager stated families can use it free a few times a year.

Ms. Kassel stated these are not non-resident membership fees.

Mr. LeMenager stated no, this is not non-resident membership fees.

Ms. Kassel stated that is right; it is for special events.

Mr. Farnsworth stated the only thing is the exception when you reserve it for the number of free ones you get.

Mr. Walls stated Section 1.4.3.3 says "The above-listed fees are applicable to group and individual users of the District's recreational facilities, including but not limited to the following: for-profit and non-profit organizations, individuals who do not currently possess a valid photo access card, any resident who reserves the facility while acting on behalf of a for-profit business, or a non-profit organization." It is people who are not residents.

Mr. Berube stated it is non-resident or other groups.

Mr. Walls stated it prohibits residents from reserving a facility on behalf of a non-resident group.

Mr. Farnsworth asked what happens if an individual reserves a fishing pier or other facility more than four times during a year?

Mr. Walls responded we need to add Section 1.4.3.3.4 that says it also applies to residents who have met the maximum reservations for whatever particular facility they are reserving.

Mr. LeMenager stated you do not have to add that. It is already in here.

Mr. Berube stated Mr. LeMenager bought up that he thought the pavilion will cost \$60 to have a family cookout, and you thought that was too much, but this is for non-residents.

Mr. LeMenager stated it is also for residents who use it a lot. I am fine with it.

Mr. Berube asked is everyone good with Section 1.4.2.4 which says, "Buck Lake Fishing Pier: \$40 for up to a two-(2) hour maximum?"

Mr. LeMenager responded yes.

Mr. Berube stated Section 1.4.2.5 says, "Town Square: \$250 for up to a six- (6) hour maximum."

Mr. Walls stated I would rather it remain a four-hour maximum because this is our most expensive facility in terms of maintenance.

Ms. Kassel stated I agree.

Mr. Walls stated our staff has to clean up the trash and get it ready.

Mr. Berube stated they also tear up the grass.

Mr. Farnsworth stated if you say four hours, you are including setup and tear-down time, which means that they can only use the facility for two hours.

Mr. Walls stated if you want the facility for an entire day, it will cost \$500, which I think is reasonable for that big area.

Mr. LeMenager asked what events are we talking about?

Mr. Berube stated it does not happen often where someone comes early to set up and stays late to tear down.

Mr. Farnsworth stated as long as we do not, then that is fine.

Mr. Berube stated it is their problem. We do not have any Harmony police.

Mr. Farnsworth stated that is fine, as long as we do not get into that situation.

Mr. Berube stated that is the problem with having rules and fees and usage. We do not have anybody to enforce a lot of this. It is nice to have the policy. It happens at the soccer field all the time. There are all kinds of groups down there all the time using it. Those who live by the soccer field see it. I am betting that we do not have that many

usage requests for the soccer field, aside from the official soccer club. There are other groups. I see older people on Saturday and Sunday nights playing soccer.

Mr. Walls stated we will start enforcing this when one of these groups reserves it and someone else comes out and has problems.

Mr. Berube stated we need to put up the signs that I suggested a few months ago that say, "Usage By Permit Only." Is \$250 for four hours sufficient?

Mr. LeMenager responded yes.

Mr. Walls responded yes.

Mr. Berube stated that finalizes the rules package. What are we doing with the public hearing?

Ms. Kassel stated we also need to include, as Mr. van der Snel said, the boardwalks.

Mr. Berube stated he said that the boardwalks can be used for fishing, but I doubt anyone is going to use them for an event.

Ms. Kassel stated someone had a wedding out there before Mr. van der Snel's time, and they put down candles and stones that needed to be cleaned up. Maybe we should just say, "Buck Lake Fishing Pier, Boardwalks, and Observation Decks."

Mr. Walls stated I am fine with that.

Mr. Berube asked should we make it Section 1.4.2.6?

Mr. Walls responded they need to be listed as separate facilities, so they should be separate lines.

Ms. Kassel stated we should amend Section 1.4.2.4 for "Buck Lake Fishing Pier" to add "Boardwalks, and Observation Piers."

Mr. Walls stated we need to say "\$40 for up to a two- (2) hour maximum each."

Mr. Farnsworth asked where are we talking about?

Mr. Berube responded the wooden structures that go into the lake off the concrete walkways along the pond. If you go onto Lakeshore Pond, two wooden piers extend 10 feet into the water. You can walk out of the woods and go onto those observation piers.

Mr. Moyer, is the public hearing inclusive with next month's meeting?

Mr. Moyer responded yes.

Mr. Berube stated we need two advertisements for the adoption of fees and the adoption of the rules package.

Mr. Moyer stated Mr. Qualls and I will look at it. We could have one advertisement.

Mr. van der Snel asked do we need a sign for that?

Ms. Kassel responded yes.

Mr. Berube stated for the CDD meeting and public hearing. Who prints those signs for you now?

Mr. van der Snel responded the developer.

Mr. Berube stated take a look at the printer they use and see what one costs.

Mr. van der Snel stated I think they are about \$1,500.

Mr. Berube asked does it print other signs besides the plastic ones?

Mr. van der Snel responded it prints anything you want. You need to have the base of the sign. The paper they are using is vinyl.

Mr. Berube stated look into that and see what you can do.

Mr. Moyer stated they did not put the invoices in my agenda package. Was there was a Severn Trent invoice for \$11,800?

Mr. Berube responded no. The second \$11,800 was paid out of the bond funds for the bond refinancing. The previous one was paid when they did the tax roll. It happens once a year.

Mr. Moyer stated that is correct. I thought it that invoice was in the agenda package, we could make it simple by pulling it from the approval.

B. Clean Rules

This item was discussed above.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next order of business followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Thursday, June 25, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, the meeting was adjourned at 9:00 p.m.
--

Gary L. Moyer, Secretary

Steve Berube, Chairman

Fourth Order of Business

4A.

MAINTENANCE REPORT

CUSTOMER Harmony Golf Course Ponds DATE 6-11-2015

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Jon Avance/ Kyle

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
20,4,2,3	x				x									
21,1,5,7	x				x									
6,8,23	x				x									
22,29,10	x				x									
19,18,16	x				x							x	x	
17,11,12	x				x									
13,14,15	x				x									
9(irrigation)														
Out-falls	x				x									

TARGETED VEGETATION Torpedo grass, Cogon grass, Primrose willow, Cat-tails, Penny wort, Johnson

grass, Water meal.

ADDITIONAL NOTES / CONCERNS Treated pond 18 for water meal

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

Sixth Order of Business

6C.i.

May 2015/ June 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.
- Started Power washing project continuing on sidewalks CDD parks.
- Replaced message board window again at LSP. A rock has been thrown on it again several times
- Planted 4 new trees 6846/6834/6832 Sun Drop /7022 Five Oaks Dr
- Finished install Shade Structure Ashley Park pool.
- Ongoing refurbishment park benches.
- Added mulch at Play areas
- Small Pergola at play area in the Green neighborhood needs refurbishment. Wood is in bad condition.
- Repainted Female Restroom inside wall. Human feces have been drawn on the wall.
- Replaced chain shower splash pad multiple times because of vandalism.
- Dog park water fountain drains are not working properly. No sewer available.

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.
- All Clocks inspected & adjusted as needed.
- Several main breaks repaired on property. New construction causes problems in the West entrance.
- School passes have been acquired for access to school grounds for Jeff and Gerhard. Irrigation on Cup seed and Bluestem strip has been checked. Area is ready to be refurbished.

Pools Operations

- Pools checked, chemically balanced and cleaned daily.
- Issues with access to pools. Residents are concerned about other residents letting groups or individuals in the pool from the inside. CDD staff will work Friday- Saturday- Sunday from 11-8 PM to improve pool safety. A sign is be made and placed at the exit button.
- One Pool Parking only sign has been placed at entrance of Swim club.
- One ID access only sign has been placed at both pools.
- Raccoon traps have been used to relocate the local raccoons. The raccoons where getting to familiar with the pool. A cupcake has been snatched from a little kid. Also a raccoon tried to steal a resident towel. At this time 5 raccoons have been relocated by animal services.

Boat Maintenance

- All propellers weekly checked and cleaned.
- Seats and Arm rest on the 20ft pontoon have being replaced because of wear and tear. Floor of 20ft pontoon has been repainted and the seams are resealed

Buck Lake Activities

- Boat Orientation held at the Pavilion, 4 attended.

Access Cards

- Approximately 40 cards have been made this month.

6C.ii.

HARMONY CDD

Gerhard van der Snel

Date	Resident	Time	M W Th	F S S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
5/14/2015	Mario and Melanie Cabral	10:00 - 1:00 PM			4	X							
5/15/2015	Mario and Melanie Cabral	3:00 - 5:00 PM			8	X							
5/16/2015	Vincent Ang	9:00 - 10:00 AM			8	X							
5/16/2015	Vincent Ang	9:00 - 12:00 PM			8	X							
5/16/2015	Mario and Melanie Cabral	10:00 - 1:00 PM			2						X		
5/16/2015	Mario and Melanie Cabral	10:00 - 1:00 PM			2						X		
5/16/2015	Mario and Melanie Cabral	10:00 - 1:00 PM			2						X		
5/16/2015	Mario and Melanie Cabral	10:00 - 1:00 PM			4		X						
5/16/2015	Mario and Melanie Cabral	10:00 - 1:00 PM			2						X		
5/16/2015	Adam Godfrey	1:00 - 4:00 PM			4	X							
5/17/2015	Donald Rice	7:30 - 10:30 AM		X	3			X					
5/17/2015	Vincent Ang	9:30 - 11:30 AM		X	8	X							
5/17/2015	Mike Sancilardi	10:00 - 11:00 AM		X	1	X							
5/18/2015	Dennis Chandler	8:00 - 10:30 AM	X		1			X					
5/20/2015	Donald Rice	7:30 - 10:30 AM			3			X					
5/20/2015	Enrique Ramos	12:00 - 3:00 PM			4		X						
5/22/2015	Dennis Chandler	8:00 - 11:00 AM			2			X					
5/23/2015	Joe Brotzman	7:30 - 10:30 AM			4		X						
5/23/2015	Gene Seago	8:00 - 11:00 AM			4	X							
5/23/2015	Duke Walker	9:00 - 11:00 AM			6	X							
5/23/2015	Duke Walker	9:00 - 11:00 AM			1							X	
5/23/2015	Duke Walker	9:00 - 11:00 AM			2						X		
5/23/2015	Duke Walker	9:00 - 11:00 AM			2						X		
5/23/2015	Bruce Rask	12:00 - 3:00 PM			2	X							
5/23/2015	Greg Micher	2:00 - 5:00 PM			7	X							
5/23/2015	Jill Cline	2:30 - 5:00 PM			3		X						
			19	21	322	33	21	6	0	0	16	21	
					Total Passengers: 322								
					Total Trips: 97								

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
5/23/2015	Jill Cline	2:30 - 5:00 PM			1							X	
5/24/2015	Donald Rice	7:30 - 10:30 AM		X	3		X						
5/24/2015	Gene Seago	8:00 - 11:00 AM		X	3			X					
5/24/2015	Paul and Barb Gabel	9:00 - 12:00 PM		X	7	X							
5/24/2015	Paulo Monteiro	10:00 - 12:00 PM		X	1							X	
5/24/2015	Mario and Melanie Cabral	2:00 - 5:00 PM		X	2						X		
5/24/2015	Mario and Melanie Cabral	2:00 - 5:00 PM		X	2						X		
5/24/2015	Mario and Melanie Cabral	2:00 - 5:00 PM		X	1							X	
5/24/2015	Mario and Melanie Cabral	2:00 - 5:00 PM		X	1							X	
5/24/2015	Mario and Melanie Cabral	2:00 - 5:00 PM		X	1							X	
5/24/2015	Mario and Melanie Cabral	2:00 - 5:00 PM		X	4		X						
5/24/2015	Greg Micher	2:00 - 5:00 PM		X	7	X							
5/24/2015	Mario and Melanie Cabral	2:00 - 5:00 PM		X	2						X		
5/25/2015	Madeline Visciano	7:30 - 10:30 AM	X		8	X							
5/25/2015	Joe Brotzman	7:30 - 10:30 AM	X		4		X						
5/25/2015	Dennis Chandler	8:00 - 11:00 AM	X		2			X					
5/25/2015	Paulo Monteiro	10:00 - 12:00 PM	X		1							X	
5/25/2015	Paulo Monteiro	10:00 - 12:00 PM	X		1							X	
5/25/2015	Paulo Monteiro	10:00 - 12:00 PM	X		1							X	
5/25/2015	Richard Weber	12:30 - 2:30 PM	X		4		X						
5/25/2015	Mario and Melanie Cabral	1:00 - 3:00 PM	X		8	X							
5/25/2015	Mario and Melanie Cabral	1:00 - 3:00 PM	X		2						X		
5/25/2015	Mario and Melanie Cabral	1:00 - 3:00 PM	X		2						X		
5/25/2015	Mario and Melanie Cabral	1:00 - 3:00 PM	X		1							X	

19 21 322 33 21 6 0 0 16 21

Total Passengers: 322

Total Trips: 97

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments
5/25/2015	Mario and Melanie Cabral	1:00 - 3:00 PM	X		1							X	
5/25/2015	Mario and Melanie Cabral	1:00 - 3:00 PM	X		1							X	
5/25/2015	Mario and Melanie Cabral	1:00 - 3:00 PM	X		1							X	
5/25/2015	shari mitchell	3:30 - 5:00 PM	X		2		X						
5/27/2015	Donald Rice	7:30 - 10:30 AM			3		X						
5/30/2015	Joe Brotzman	7:30 - 10:00 AM			5	X							
5/30/2015	Cynthia DeCoster	11:00 - 2:00 PM			8	X							
5/30/2015	Cynthia DeCoster	11:00 - 2:00 PM			2						X		
5/30/2015	Enrique Ramos	11:00 - 2:00 PM			4		X						
5/30/2015	Cynthia DeCoster	11:00 - 2:00 PM			2						X		
5/30/2015	Cynthia DeCoster	11:00 - 2:00 PM			1							X	
5/30/2015	Cynthia DeCoster	11:00 - 2:00 PM			1							X	
5/30/2015	Cynthia DeCoster	11:00 - 2:00 PM			1							X	
5/30/2015	Cynthia DeCoster	11:00 - 2:00 PM			1							X	
5/31/2015	Donald Rice	7:30 - 10:30 AM		X	3		X						
5/31/2015	Joe Brotzman	7:30 - 10:00 AM		X	6	X							
6/1/2015	Tanner Pollard	9:00 - 11:30 AM	X		2						X		
6/1/2015	Kerul Kassel	3:00 - 5:00 PM	X		2		X						
6/3/2015	Donald Rice	7:30 - 10:30 AM			3		X						
6/3/2015	Lester McNeely	8:30 - 11:30 AM			4	X							
6/3/2015	Kimberly Rodriguez	3:00 - 5:00 PM			5	X							
6/4/2015	Kimberly Rodriguez	12:00 - 3:00 PM			4	X							
6/4/2015	Tanner Pollard	4:00 - 5:00 PM			2						X		
6/4/2015	Tanner Pollard	4:00 - 5:00 PM			1							X	
6/5/2015	Mario and Melanie Cabral	8:30 - 12:30 PM			1							X	
6/5/2015	Mario and Melanie Cabral	8:30 - 12:30 PM			1							X	
6/5/2015	Mario and Melanie Cabral	8:30 - 12:30 PM			1							X	
6/5/2015	Mario and Melanie Cabral	8:30 - 11:30 AM			8	X							

19 21 322 33 21 6 0 0 16 21

Total Passengers: 322

Total Trips: 97

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	18' Bass	14' Fish	Sail Boat	Canoe	Kayak	Comments	
6/5/2015	Mario and Melanie Cabral	8:30 - 12:30 PM			2						X			
6/5/2015	Bob Kiser	2:00 - 5:00 PM			8	X								
6/6/2015	Joe Brotzman	7:30 - 10:30 AM			3		X							
6/6/2015	Bob Warden	7:30 - 10:00 AM			6	X								
6/7/2015	Donald Rice	7:30 - 10:30 AM		X	3		X							
6/7/2015	Manuel Lora	8:30 - 10:00 AM		X	3	X								
6/7/2015	aamir ali	11:00 - 2:00 PM		X	7	X								
6/10/2015	Donald Rice	7:30 - 10:30 AM			2		X							
6/10/2015	Robert Lock	7:30 - 10:00 AM			3	X								
6/10/2015	Scott Toomey	2:30 - 5:00 PM			8	X								
6/11/2015	Lester McNeely	9:00 - 12:00 PM			4		X							
6/11/2015	Pam Yeager	10:00 - 1:00 PM			4	X								
6/11/2015	Henry Korzen	2:00 - 4:30 PM			7	X								
					19	21	322	33	21	6	0	0	16	21
					Total Passengers: 322									
					Total Trips: 97									

Eighth Order of Business

8A.

MEMORANDUM



TO: Board of Supervisors
FROM: Tiziana Cessna, District Accountant
CC: Gary Moyer, District Manager / Stephen Bloom, Accounting Manager
DATE: June 9, 2015
SUBJECT: May Financial Report

Please find attached the May 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 May was approximately 76% of the annual budget, this includes;
 - ▶ Non Ad Valorem Assessments collections are at 96% compared to 97% as last year at the same time.
 - ▶ Non Ad Valorm Assessments CDD collected are collected in monthly installments. As of May, the collection were at 58% of the annual budget.

- Total Expenditures through May were at 103% of the YTD budget and 64% of the annual budget. Unfavorable variance is mostly due to the streetlights, which were installed in February.
 - ▶ ProfServ-Engineering over budget due to engineering work for alley repaving project.
 - ▶ ProfServ-Field Management - The District contracted an HR Company to lease employees for maintaining the District. Favorable variance due to less manpower needed.
 - ▶ 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 February. 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.



Debt Service Series Funds

- Total Revenue through May were at a favorable 103% of the annual budget, due to prepayments from residents of their debt portion.
 - ▶ Non Ad Valorem Assessments collections are at 96% compared to 97% as last year at the same time.
 - ▶ Non Ad Valorm Assessments CDD collected - 100% collected.
 - ▶ 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 a blended methodology with the Series 2004 and Series 2014, a transfer of \$56,011 had to be made between the 2 Series.
- 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. On April 28, the Series 2004 Bonds was refinanced with the Series 2015 Bonds.

HARMONY
Community Development District

Financial Report

May 31, 2015

Prepared by



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**Harmony
Community Development District**

Financial Statements

(Unaudited)

May 31, 2015

Balance Sheet
May 31, 2015

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>2014 DEBT SERVICE FUND</u>	<u>2015 DEBT SERVICE FUND</u>	<u>2015 CAPITAL PROJECTS FUND</u>	<u>TOTAL</u>
ASSETS					
Cash - Checking Account	\$ 400,927	\$ -	\$ -	\$ -	\$ 400,927
Acct Receivable-Returned Items	40	-	-	-	40
Assessments Receivable	81,320	-	-	-	81,320
Investments:					
Certificates of Deposit - 12 Months	100,400	-	-	-	100,400
Money Market Account	715,658	-	-	-	715,658
Construction Fund	-	-	-	200,001	200,001
Cost of Issuance Fund	-	-	-	44,215	44,215
Prepayment Account	-	34,006	-	-	34,006
Reserve Fund	-	607,313	340,000	-	947,313
Revenue Fund	-	422,361	10,566	-	432,927
TOTAL ASSETS	\$ 1,298,345	\$ 1,063,680	\$ 350,566	\$ 244,216	\$ 2,956,807
LIABILITIES					
Accounts Payable	\$ 155,478	\$ -	\$ -	\$ -	\$ 155,478
Accrued Expenses	35,297	-	-	-	35,297
Retainage Payable	9,014	-	-	-	9,014
Deposits	500	-	-	-	500
TOTAL LIABILITIES	200,289	-	-	-	200,289
FUND BALANCES					
Restricted for:					
Debt Service	-	1,063,680	350,566	-	1,414,246
Capital Projects	-	-	-	244,216	244,216
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:	344,598	-	-	-	344,598
TOTAL FUND BALANCES	\$ 1,098,056	\$ 1,063,680	\$ 350,566	\$ 244,216	\$ 2,756,518
TOTAL LIABILITIES & FUND BALANCES	\$ 1,298,345	\$ 1,063,680	\$ 350,566	\$ 244,216	\$ 2,956,807

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 2,500	\$ 1,664	\$ 1,652	\$ (12)
Interest - Tax Collector	-	-	50	50
Special Assmnts- Tax Collector	811,192	811,192	780,190	(31,002)
Special Assmnts- CDD Collected	975,837	650,558	650,558	-
Special Assmnts- Discounts	(32,448)	(32,448)	(21,760)	10,688
Other Miscellaneous Revenues	-	-	235	235
Access Cards	-	-	1,175	1,175
TOTAL REVENUES	1,757,081	1,430,966	1,412,100	(18,866)
EXPENDITURES				
Administration				
P/R-Board of Supervisors	11,200	7,200	7,800	(600)
FICA Taxes	857	549	597	(48)
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-
ProfServ-Dissemination Agent	500	500	1,500	(1,000)
ProfServ-Engineering	5,000	3,336	5,516	(2,180)
ProfServ-Legal Services	30,000	20,000	22,453	(2,453)
ProfServ-Mgmt Consulting Serv	55,984	37,320	37,323	(3)
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	4,700	-
Postage and Freight	750	502	394	108
Rental - Meeting Room	-	-	375	(375)
Insurance - General Liability	27,534	27,534	25,512	2,022
Printing and Binding	2,500	1,664	1,636	28
Legal Advertising	500	336	138	198
Misc-Assessmnt Collection Cost	16,224	16,224	15,169	1,055
Misc-Contingency	500	336	48	288
Office Supplies	500	336	39	297
Annual District Filing Fee	175	175	175	-
Total Administration	182,187	140,513	142,205	(1,692)

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Field				
ProfServ-Field Management	210,000	140,000	108,359	31,641
Total Field	210,000	140,000	108,359	31,641
Landscape Services				
R&M-Grounds	21,961	14,640	14,641	(1)
R&M-Irrigation	20,000	13,336	5,046	8,290
R&M-Tree Trimming Services	20,000	13,336	-	13,336
R&M-Trees and Trimming	20,286	13,524	13,524	-
R&M-Turf Care	259,866	173,244	173,244	-
R&M-Shrub Care	119,351	79,568	79,567	1
Miscellaneous Services	15,000	10,000	20,047	(10,047)
Total Landscape Services	476,464	317,648	306,069	11,579
Utilities				
Electricity - General	32,000	21,336	22,000	(664)
Electricity - Streetlighting	90,206	60,138	47,735	12,403
Utility - Water & Sewer	105,000	70,000	50,672	19,328
Lease - Street Light	296,909	197,939	197,939	-
Misc-Contingency	31,218	20,812	-	20,812
Cap Outlay - Streetlights	108,697	-	161,852	(161,852)
Total Utilities	664,030	370,225	480,198	(109,973)
Operation & Maintenance				
Contracts-Lake and Wetland	20,000	13,336	10,464	2,872
Communication - Telephone	5,000	3,336	2,611	725
Utility - Refuse Removal	2,700	1,800	1,817	(17)
R&M-Pools	30,000	20,000	19,648	352
R&M-Roads & Alleyways	65,000	65,000	60,090	4,910
R&M-Sidewalks	5,000	3,336	3,924	(588)
R&M-Equipment Boats	7,500	5,000	1,628	3,372
R&M-Equipment Vehicles	7,500	5,000	3,065	1,935
R&M-Parks & Facilities	37,000	24,664	20,341	4,323
R&M-Hardscape Cleaning	5,000	2,500	-	2,500
Miscellaneous Services	-	-	975	(975)
Misc-Property Taxes	-	-	329	(329)
Misc-Access Cards&Equipment	5,000	3,336	505	2,831

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Misc-Contingency	8,000	5,336	2,213	3,123
Misc-Security Enhancements	2,500	1,668	1,377	291
Cap Outlay - Other	15,000	-	-	-
Cap Outlay - Vehicles	9,200	9,200	5,147	4,053
Total Operation & Maintenance	<u>224,400</u>	<u>163,512</u>	<u>134,134</u>	<u>29,378</u>
TOTAL EXPENDITURES	1,757,081	1,131,898	1,170,965	(39,067)
Excess (deficiency) of revenues Over (under) expenditures	-	299,068	241,135	(57,933)
Net change in fund balance	\$ -	\$ 299,068	\$ 241,135	\$ (57,933)
FUND BALANCE, BEGINNING (OCT 1, 2014)	856,921	856,921	856,921	
FUND BALANCE, ENDING	<u>\$ 856,921</u>	<u>\$ 1,155,989</u>	<u>\$ 1,098,056</u>	

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 100	\$ 68	\$ 309	\$ 241
Special Assmnts- Tax Collector	66,567	66,567	62,570	(3,997)
Special Assmnts- CDD Collected	1,099,420	1,099,420	1,099,420	-
Special Assmnts- Discounts	(2,663)	(2,663)	(1,824)	839
TOTAL REVENUES	1,163,424	1,163,392	1,160,475	(2,917)
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	1,331	1,331	1,215	116
Total Administration	1,331	1,331	1,215	116
Debt Service				
Principal Debt Retirement	290,000	290,000	290,000	-
Principal Prepayments	-	-	5,000	(5,000)
Interest Expense	933,188	933,188	933,188	-
Total Debt Service	1,223,188	1,223,188	1,228,188	(5,000)
TOTAL EXPENDITURES	1,224,519	1,224,519	1,229,403	(4,884)
Excess (deficiency) of revenues Over (under) expenditures	(61,095)	(61,127)	(68,928)	(7,801)
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	61,095	61,095	56,011	(5,084)
Operating Transfers-Out	-	-	(9,102)	(9,102)
Pynt to Escrow Acct-Refunding	-	-	(861,168)	(861,168)
TOTAL FINANCING SOURCES (USES)	61,095	61,095	(814,259)	(875,354)
Net change in fund balance	\$ -	\$ (32)	\$ (883,187)	\$ (883,155)
FUND BALANCE, BEGINNING (OCT 1, 2014)	883,187	883,187	883,187	
FUND BALANCE, ENDING	\$ 883,187	\$ 883,155	\$ -	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2015

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 100	\$ 68	\$ 54	\$ (14)
Special Assmnts- Tax Collector	1,080,894	1,080,894	1,039,586	(41,308)
Special Assmnts- Prepayment	-	-	68,012	68,012
Special Assmnts- CDD Collected	255,886	255,886	255,886	-
Special Assmnts- Discounts	(43,236)	(43,236)	(28,994)	14,242
TOTAL REVENUES	1,293,644	1,293,612	1,334,544	40,932
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	21,618	21,618	20,212	1,406
Total Administration	21,618	21,618	20,212	1,406
Debt Service				
Principal Debt Retirement	260,000	260,000	260,000	-
Principal Prepayments	-	-	185,000	(185,000)
Interest Expense	597,819	597,819	597,819	-
Total Debt Service	857,819	857,819	1,042,819	(185,000)
TOTAL EXPENDITURES	879,437	879,437	1,063,031	(183,594)
Excess (deficiency) of revenues Over (under) expenditures	414,207	414,175	271,513	(142,662)
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	(61,095)	(61,095)	(56,011)	5,084
Contribution to (Use of) Fund Balance	353,112	-	-	-
TOTAL FINANCING SOURCES (USES)	292,017	(61,095)	(56,011)	5,084
Net change in fund balance	\$ 353,112	\$ 353,080	\$ 215,502	\$ (137,578)
FUND BALANCE, BEGINNING (OCT 1, 2014)	848,178	848,178	848,178	
FUND BALANCE, ENDING	\$ 1,201,290	\$ 1,201,258	\$ 1,063,680	

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 2	\$ 2
Special Assmnts- Tax Collector	-	-	1,453	1,453
Special Assmnts- Discounts	-	-	38	38
TOTAL REVENUES	-	-	1,493	1,493
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	30	(30)
Total Administration	-	-	30	(30)
Non-Operating				
Underwriter	-	-	338,250	(338,250)
Total Non-Operating	-	-	338,250	(338,250)
TOTAL EXPENDITURES	-	-	338,280	(338,280)
Excess (deficiency) of revenues Over (under) expenditures	-	-	(336,787)	(336,787)
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	-	9,103	9,103
Bond Premium	-	-	366,008	366,008
Proceeds of Refunding Bonds	-	-	13,184,870	13,184,870
Pymt to Escrow Acct-Refunding	-	-	(12,872,628)	(12,872,628)
TOTAL FINANCING SOURCES (USES)	-	-	687,353	687,353
Net change in fund balance	\$ -	\$ -	\$ 350,566	\$ 350,566
FUND BALANCE, BEGINNING (OCT 1, 2014)	-	-	-	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 350,566	

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 1	\$ 1
TOTAL REVENUES	-	-	1	1
EXPENDITURES				
Debt Service				
Cost of Issuance	-	-	100,915	(100,915)
Total Debt Service	-	-	100,915	(100,915)
TOTAL EXPENDITURES	-	-	100,915	(100,915)
Excess (deficiency) of revenues Over (under) expenditures	-	-	(100,914)	(100,914)
OTHER FINANCING SOURCES (USES)				
Proceeds of Refunding Bonds	-	-	345,130	345,130
TOTAL FINANCING SOURCES (USES)	-	-	345,130	345,130
Net change in fund balance	\$ -	\$ -	\$ 244,216	\$ 244,216
FUND BALANCE, BEGINNING (OCT 1, 2014)	-	-	-	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 244,216	

**Harmony
Community Development District**

Supporting Schedules

May 31, 2015

HARMONY

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2015**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund				
					General Fund	Series 2004 Debt Service Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund	
ASSESSMENTS LEVIED FY 2015 (1)					\$ 1,958,652	\$ 811,191	\$ 62,570	\$ 1,080,894	\$ 3,997
Allocation %					100%	41.42%	3.40%	55.19%	3.40%
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	-	
04/07/15	417,812	43	8,527	426,382	176,589	14,491	235,302	-	
05/08/15	43,012	(1,123)	878	42,767	17,712	-	23,601	1,453	
TOTAL	\$ 1,794,635	\$ 52,539	\$ 36,625	\$ 1,883,799	\$ 780,190	\$ 62,570	\$ 1,039,586	\$ 1,453	
% COLLECTED					96%	96%	100%	96%	36%
TOTAL OUTSTANDING					\$ 74,852	\$ 31,001	\$ 0	\$ 41,308	\$ 2,544

Note (1) Difference with budget is due to prepayments of series 2004 debt service.

Note (2) - Series 2004 was refunded with Series 2015 on 4/28/15

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	-	-
04/21/15	813,184	-	689,062	124,121
4/21/15 (1)	-	-	(56,011)	56,011
04/29/15	81,320	81,320	-	-
05/31/15	81,320	81,320	-	-
TOTAL	\$ 1,924,545	\$ 650,559	\$ 1,099,420	\$ 255,886
% COLLECTED	83%	67%	100%	100%
TOTAL OUTSTANDING	\$ 406,597	\$ 325,278	\$ -	\$ -

Note (1) - Due to a blended methodology a transfer In/Out was made between Series 2004 and Series 2014.

Cash and Investment Report
May 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%	\$391,591
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$1,000
Checking Account	CenterState Bank	Business Checking Account	n/a	0.05%	\$8,337
				Subtotal	\$400,927
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%	\$8,990
Money Market Account	Stonegate Bank	Money Market Account	n/a	0.40%	\$353,890
Money Market Account	BankUnited	Money Market Account	n/a	0.35%	\$352,778
				Subtotal	\$715,658

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 2014 Interest Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$0
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$34,006
Series 2014 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$422,361
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$10,566
Series 2015 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$200,000
Series 2015 Cost of Issuance	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$44,215
				Subtotal	\$1,658,460
				Total	\$2,875,446

8B.

HARMONY
Community Development District

Check Register

May 1 - May 31, 2015

**Harmony
Community Development District**

**Check Register by Fund
For the Period from 5/1/15 to 5/31/15
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount	
GENERAL FUND - 001								
CHECK # 53777								
001	05/04/15	BRIGHT HOUSE NETWORKS	028483501042215	#0050284835-01 4/28-5/27	Misc-Security Enhancements	549911-53910	\$49.95	
							Check Total	<u>\$49.95</u>
CHECK # 53778								
001	05/04/15	FLORIDA BLUE	71621964	#B7539001 April	ProfServ-Field Management	531016-53901	\$2,573.39	
							Check Total	<u>\$2,573.39</u>
CHECK # 53779								
001	05/04/15	PLIC-SBD GRAND ISLAND	041715-10001	#1046947-10001 5/1-5/31	ProfServ-Field Management	531016-53901	\$139.39	
							Check Total	<u>\$139.39</u>
CHECK # 53784								
001	05/08/15	AQUASOL COMMERCIAL CHEMICAL, INC	10332136	Water Mgmt Base Rate x Seasonal Multiplier	R&M-Pools	546074-53901	\$750.00	
001	05/08/15	AQUASOL COMMERCIAL CHEMICAL, INC	10333127	Power Blue Tile Cleaner, 4 gal case	R&M-Pools	546074-53901	\$254.80	
							Check Total	<u>\$1,004.80</u>
CHECK # 53785								
001	05/08/15	GRAU & ASSOCIATES	12671	Audit for FY ended 9/30/14	Auditing Services	532002-51301	\$1,500.00	
							Check Total	<u>\$1,500.00</u>
CHECK # 53786								
001	05/08/15	HARMONY GOLF PRESERVE	01122015	Banquet 1/12/15 - Room Package	Rental - Meeting Room	544004-51301	\$125.00	
							Check Total	<u>\$125.00</u>
CHECK # 53787								
001	05/08/15	PROPET DISTRIBUTORS INC.	106209	200 Dogipot Smart litter pick up bags	R&M-Parks & Facilities	546225-53910	\$1,344.00	
							Check Total	<u>\$1,344.00</u>
CHECK # 53788								
001	05/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078248	March 2015 Management Fees	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,665.33	
001	05/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078248	March 2015 Management Fees	Postage and Freight	541006-51301	\$7.68	
001	05/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078248	March 2015 Management Fees	Printing and Binding	547001-51301	\$234.20	
001	05/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078248	March 2015 Management Fees	Office Supplies	551002-51301	\$11.00	
001	05/08/15	SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078248	March 2015 Management Fees	Communication - Telephone	541003-51301	\$0.04	
							Check Total	<u>\$4,918.25</u>
CHECK # 53789								
001	05/08/15	SSPS INC.	65170	Rebuild kit - Flail it	R&M-Sidewalks	546084-53910	\$635.68	
							Check Total	<u>\$635.68</u>

Prepared by:

Severn Trent Management Services

**Harmony
Community Development District**

**Check Register by Fund
For the Period from 5/1/15 to 5/31/15
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount	
CHECK # 53790								
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765660	Install plant 40 Allamanda	Miscellaneous Services	549001-53902	\$350.00	
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765657	Transplant trees to Sundial & Catbrier/Schoolhouse	Miscellaneous Services	549001-53902	\$500.00	
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765658	Transplant Laurel Oak to Lakeshore Park	Miscellaneous Services	549001-53902	\$250.00	
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765664	Tree Transplant at Sundial	Miscellaneous Services	549001-53902	\$180.00	
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765665	Transport tree to Harmony Square	Miscellaneous Services	549001-53902	\$250.00	
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765663	Transport 3 trees	Miscellaneous Services	549001-53902	\$600.00	
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765661	Soil amendments for annual bed @ roundabout	Miscellaneous Services	549001-53902	\$245.00	
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765662	Install additional plant 50 gold material	Miscellaneous Services	549001-53902	\$507.50	
001	05/08/15	THE DAVEY TREE EXPERT COMPANY	908765659	Install 50 Gold Mount - Harmony Square/Flagpole	Miscellaneous Services	549001-53902	\$350.00	
							Check Total	<u>\$3,232.50</u>
CHECK # 53791								
001	05/08/15	WALKER TECHNICAL SERVICES	1415	Computer/System troubleshooting	R&M-Irrigation	546041-53902	\$75.00	
							Check Total	<u>\$75.00</u>
CHECK # 53792								
001	05/08/15	WESCO FOUNTAINS INC.	9151-S-19930	Replacement of the feature pump motor w/ seal kit	R&M-Pools	546074-53910	\$2,496.55	
							Check Total	<u>\$2,496.55</u>
CHECK # 53793								
001	05/14/15	BRIGHT HOUSE NETWORKS	028483401050115	#0050284835-01 5/06-6/05	Misc-Security Enhancements	549911-53910	\$48.51	
							Check Total	<u>\$48.51</u>
CHECK # 53794								
001	05/14/15	FEDEX	5-014-93988	0012-7 4/17/15 & 4/23/15	Postage and Freight	541006-51301	\$21.79	
							Check Total	<u>\$21.79</u>
CHECK # 53795								
001	05/14/15	NORTH SOUTH SUPPLY, INC.	2163456	Rainbird & Pipe PVC	R&M-Irrigation	546041-53902	\$165.82	
001	05/14/15	NORTH SOUTH SUPPLY, INC.	2165142	Irrigation Supplies	R&M-Irrigation	546041-53902	\$94.17	
001	05/14/15	NORTH SOUTH SUPPLY, INC.	2166585	Irrigation Supplies	R&M-Irrigation	546041-53902	\$480.16	
001	05/14/15	NORTH SOUTH SUPPLY, INC.	CM2166587	Returned Sump Pump	R&M-Irrigation	546041-53902	(\$192.45)	
							Check Total	<u>\$547.70</u>
CHECK # 53796								
001	05/14/15	PROGRESSIVE WASTE SOLUTIONS OF FL INC	0000950292	#0060-126957 May 2015	R&M-Irrigation	546041-53910	\$218.99	
							Check Total	<u>\$218.99</u>
CHECK # 53797								
001	05/14/15	SPRINT	244553043-021	#244553043 3/26/15-4/25/15	Communication - Telephone	541003-53910	\$303.16	
							Check Total	<u>\$303.16</u>

**Harmony
Community Development District**

**Check Register by Fund
For the Period from 5/1/15 to 5/31/15
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount	
CHECK # 53800								
001	05/28/15	FEDEX	5-029-50659	0012-7 5/1/15	Postage and Freight	541006-51301	\$9.63	
							Check Total	<u>\$9.63</u>
CHECK # 53801								
001	05/28/15	FLORIDA BLUE	71671827	#B7539001 thru 7/1/15	ProfServ-Field Management	531016-53901	\$1,109.18	
							Check Total	<u>\$1,109.18</u>
CHECK # 53802								
001	05/28/15	PLIC-SBD GRAND ISLAND	051815-10001	#1046947-10001 6/1-6/30	ProfServ-Field Management	531016-53901	\$139.39	
							Check Total	<u>\$139.39</u>
CHECK # 53773								
001	05/01/15	MARK W. LEMENAGER	PAYROLL	May 01, 2015 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # 53774								
001	05/01/15	STEVEN P. BERUBE	PAYROLL	May 01, 2015 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # 53775								
001	05/01/15	RAYMOND D. WALLS, III	PAYROLL	May 01, 2015 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # 53776								
001	05/01/15	DAVID L. FARNSWORTH	PAYROLL	May 01, 2015 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # 53780								
001	05/04/15	MARK W. LEMENAGER	PAYROLL	May 04, 2015 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # 53781								
001	05/04/15	STEVEN P. BERUBE	PAYROLL	May 04, 2015 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # 53782								
001	05/04/15	RAYMOND D. WALLS, III	PAYROLL	May 04, 2015 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # 53783								
001	05/04/15	DAVID L. FARNSWORTH	PAYROLL	May 04, 2015 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>

**Harmony
Community Development District**

**Check Register by Fund
For the Period from 5/1/15 to 5/31/15
(Sorted by Check No.)**

Fund No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount	
CHECK # 53803								
001	05/29/15	MARK W. LEMENAGER	PAYROLL	May 29, 2015 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 53804								
001	05/29/15	STEVEN P. BERUBE	PAYROLL	May 29, 2015 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 53805								
001	05/29/15	RAYMOND D. WALLS, III	PAYROLL	May 29, 2015 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 53806								
001	05/29/15	DAVID L. FARNSWORTH	PAYROLL	May 29, 2015 Payroll Posting			\$184.70	
							Check Total	\$184.70
							Fund Total	\$22,709.26
<u>2014 DEBT SERVICE FUND - 203</u>								
CHECK # 53798								
203	05/14/15	US BANK NATIONAL ASSOC	01092015A	Transfer of FY2015 Assessments	Due From Other Funds	131000	\$23,736.42	
							Check Total	\$23,736.42
							Fund Total	\$23,736.42
<u>2015 DEBT SERVICE FUND - 204</u>								
CHECK # 53799								
204	05/14/15	US BANK NATIONAL ASSOC	05112015	Transfer of FY2015 Assessments	Due From Other Funds	131000	\$1,461.81	
							Check Total	\$1,461.81
							Fund Total	\$1,461.81
							Total Checks Paid	\$47,907.49

HARMONY
Community Development District

Debit Card invoices

May 1 - May 31, 2015

HARMONY

Community Development District

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

Date	Vendor	Description	Amount
5/8/2015	Sunoco	Fuel	37.10
5/13/2015	Sunoco	Fuel	37.53
5/11/2015	iTunes	iCloud Storage	0.99
5/12/2015	Amazon	EZ Reach Outdoor Pro Collapsible	54.95
5/12/2015	Amazon	Fuel Pump Replaces Kohler	9.49
5/12/2015	Amazon	Mobil OW-40 Synthetic Motor Oil	23.88
5/12/2015	Amazon	Multipurpose Cleaning Scrub Brush	6.99
		Rubbermaid Commercial Bi-Level Floor Scrub	11.18
5/12/2015	Amazon	Weiler 60" length threaded metal, wood handle	10.28
5/14/2015	Amazon	Loxer Wireless Digital Security Camera	101.60
5/14/2015	Amazon	LifeProof iPhone Case	69.96
5/18/2015	Amazon	Pool Filter Replaces Unicel	166.87
5/18/2015	Amazon	8MIL Ultra latex powdered gloves	25.00
5/18/2015	Amazon	Scrubs in a bucket towels	15.89
5/22/2015	Amazon	Self Closing Heavy Duty Shower Valve with pull chain	28.45
5/20/2015	Sunoco	Fuel	44.28
5/26/2015	Swimming Pool Signs	Aluminium Signs	221.40
5/26/2015	ID Zone	HDP Film 1500 prints (access cards)	106.25
5/26/2015	Sunoco	Fuel	46.04
5/26/2015	Harmony Town Square Market	Water for staff	12.21
5/26/2015	Amazon	Tekton Assorted cable ties	6.56
5/27/2015	ID Zone	Graphic Quality Prox Lince Proximity Card	399.00
5/27/2015	Amazon	Rubbermaid Commercial Refill for Microburst Automatic Odor Control System	55.66
5/28/2015	Amazon	Diamond Gloves	61.70
		GOJO Lotion Skin Cleanser	47.60
5/28/2015	Amazon	Lysol Clean & Fresh Multi Surface Cleaner	43.34
		Total	1,644.20

G/L Coding

R&M - Equipment Boats	546223.53910.5000	\$ -
R&M - Parks & Facilities	546225.53910.5000	\$ 303.90
R&M - Equipment Vehicles	546224.53910.5000	\$ 80.82
R&M - Pools	546074.53910.5000	\$ 581.68
R&M - Contingency	549900.53910.5000	\$ 70.95
Misc-Access Cards&Equipment	549149.53910.5000	\$ 505.25
MISC-Security Enhancement	549911.53910.5000	\$ 101.60
		<u>\$ 1,138.95</u>

Approved G v/d Snel 05/11/2015



Sunoco
6990 E Irlo Bronson
St. Cloud Florida 34

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

Trans #: 339892
Grade: Regular (87)
Pump Number: 04
Gallons: 14.499
Price: \$2.559
Total Fuel: \$37.10
Total Sale: \$37.10

Term: JD12417328001

Appr: 049443

Seq#: 017734

MasterCard
XXXXXXXXXXXX

05/06/2015 13:47:48
Thank You For
Shopping Sunoco



Sunoco
6990 E Irlo Bronson
St. Cloud Florida 34

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

Trans #: 347207
Grade: Regular (87)
Pump Number: 04
Gallons: 15.018
Price: \$2.499
Total Fuel: \$37.53
Total Sale: \$37.53

Term: JD12417328001

Appr: 091951

Seq#: 020046

MasterCard
XXXXXXXXXXXX

05/11/2015 13:45:47
Thank You For
Shopping Sunoco



Final Details for Order #104-2602824-3912214

Print this page for your records.

Order Placed: May 11, 2015
Amazon.com order number: 104-2602824-3912214
Order Total: \$54.95

Shipped on May 12, 2015

Items Ordered	Price
1 of: 144" EZ Reacher Outdoor Pro Collapsible Sold by: ArcMate Mfg. Corp. (seller profile)	\$43.00
Condition: New	

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

Item(s) Subtotal:	\$43.00
Shipping & Handling:	\$11.95

Total before tax:	\$54.95
Sales Tax:	\$0.00

Total for This Shipment: \$54.95

Shipping Speed:
Standard

Payment information

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

Item(s) Subtotal:	\$43.00
Shipping & Handling:	\$11.95

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

Total before tax:	\$54.95
Estimated tax to be collected:	\$0.00

Grand Total: \$54.95

Credit Card transactions

MasterCard ending in 4354: May 12, 2015: \$54.95

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parkus



Final Details for Order #112-7355703-1839406

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Order Placed: May 11, 2015
Amazon.com order number: 112-7355703-1839406
Order Total: \$33.37

Shipped on May 12, 2015

Items Ordered **Price**
1 of: *Stens 520-590 Fuel Pump Replaces Kohler 24 393 16-S Briggs & Stratton 808656 Kawasaki 49040-7001 John Deere LG808656 Briggs & Stratton 491922 John Dee* \$9.49
Sold by: Mowtownusa ([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: \$9.49
Shipping & Handling: \$0.00

Total before tax: \$9.49
Sales Tax: \$0.00

Total for This Shipment: \$9.49

Shipping Speed:
Two-Day Shipping

Vehicle

Shipped on May 13, 2015

Items Ordered **Price**
1 of: *Mobil 1 (120845) 0W-40 Synthetic Motor Oil - 5 Quart* \$23.88
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: \$23.88
Shipping & Handling: \$0.00

Total before tax: \$23.88
Sales Tax: \$0.00

Total for This Shipment: \$23.88

Shipping Speed:
Two-Day Shipping

(of 1)

Vehicle

Payment information

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

Item(s) Subtotal: \$33.37

Approved G v/d Snel 06/01/2015



Final Details for Order #104-3854118-7440209

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Order Placed: May 11, 2015
Amazon.com order number: 104-3854118-7440209
Order Total: \$28.45

Shipped on May 12, 2015

Items Ordered

1 of: #1 Multipurpose Cleaning Scrub Brush
Sold by: Ebazonny ([seller profile](#))

Condition: New
Brand New, in perfect condition.

1 of: Rubbermaid Commercial FG633700BLUE Bi-Level Floor Scrub, Blue
Sold by: Amazon.com LLC

Condition: New

Price

\$6.99

\$11.18

Shipping Address:

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

Item(s) Subtotal: \$18.17
Shipping & Handling: \$0.00

Total before tax: \$18.17
Sales Tax: \$0.00

Total for This Shipment: \$18.17

Shipping Speed:

Two-Day Shipping

pools

Shipped on May 12, 2015

Items Ordered

1 of: Weiler 44300 60" Length, 15/16" Diameter, Threaded Metal, Wood
Handle

Sold by: Amazon.com LLC

Condition: New

Price

\$10.28

Shipping Address:

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

Item(s) Subtotal: \$10.28
Shipping & Handling: \$0.00

Total before tax: \$10.28
Sales Tax: \$0.00

Total for This Shipment: \$10.28

Shipping Speed:

Two-Day Shipping

lob 1

pools

Approved G v/d Snel 06/01/2015



Final Details for Order #104-7255640-2150618

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Order Placed: May 12, 2015
Amazon.com order number: 104-7255640-2150618
Order Total: \$101.60

Shipped on May 13, 2015

Items Ordered	Price
1 of: <i>Loxex LW2110 Wireless Digital Security Camera</i> Sold by: pcrush-outlet (seller profile)	\$101.60
Condition: New	

Shipping Address: Gerhard van der Snel 7360 Five Oaks Dr Office trailer HARMONY, FLORIDA 34773-6047 United States	Item(s) Subtotal: \$101.60 Shipping & Handling: \$0.00 ----- Total before tax: \$101.60 Sales Tax: \$0.00 -----
---	--

Shipping Speed: Standard	Total for This Shipment: \$101.60 -----
------------------------------------	---

Payment information

Payment Method: Debit Card Last digits: XXXXXXXXXX	Item(s) Subtotal: \$101.60 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: \$101.60 Estimated tax to be collected: \$0.00 ----- Grand Total: \$101.60
--	--

Credit Card transactions MasterCard ending in 4354: May 13, 2015: \$101.60

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*Security
Enhance*

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Final Details for Order #104-5660928-4552267

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Order Placed: May 13, 2015
Amazon.com order number: 104-5660928-4552267
Order Total: \$69.96

Shipped on May 14, 2015

Items Ordered	Price
1 of: <i>LifeProof iPhone 6 Case - Fre Series - Black (Black/Black)</i> Sold by: Amazon.com LLC	\$69.96

Condition: New

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

Item(s) Subtotal:	\$69.96
Shipping & Handling:	\$0.00

Total before tax:	\$69.96
Sales Tax:	\$0.00

Total for This Shipment: \$69.96

Shipping Speed:
Two-Day Shipping

Payment information

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

Item(s) Subtotal:	\$69.96
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:	\$69.96
Estimated tax to be collected:	\$0.00

Grand Total: \$69.96

Credit Card transactions

MasterCard ending in 4354: May 14, 2015: \$69.96

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Contingency



Final Details for Order #104-1237471-1154623

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Order Placed: May 13, 2015
Amazon.com order number: 104-1237471-1154623
Order Total: \$166.87

Shipped on May 16, 2015

Items Ordered	Price
2 of: Pool Filter Replaces Unicel # C-9419 (Pleatco # PAP200-4, Filbur # FC-0688) for Swimming Pool and Spa Sold by: PoolAccessoryCo (seller profile)	\$75.99

Condition: New

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

Item(s) Subtotal:	\$151.98
Shipping & Handling:	\$3.97

Total before tax:	\$155.95
Sales Tax:	\$10.92

Total for This Shipment: \$166.87

Shipping Speed:
Standard

Payment information

Payment Method:
Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal:	\$151.98
Shipping & Handling:	\$3.97

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

Total before tax:	\$155.95
Estimated tax to be collected:	\$10.92

Grand Total: \$166.87

Credit Card transactions MasterCard ending in 4354: May 16, 2015: \$166.87

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parkis



Final Details for Order #107-9186234-7942610

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Order Placed: May 15, 2015
Amazon.com order number: 107-9186234-7942610
Order Total: \$40.89

Shipped on May 17, 2015

Items Ordered	Price
2 of: <i>Genuine Joe GJO15369 8mil Ultra Latex Powdered Gloves, Large Black</i> (Pack of 100) Sold by: Amazon.com LLC	\$12.50
Condition: New	

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

Item(s) Subtotal:	\$25.00
Shipping & Handling:	\$0.00

Total before tax:	\$25.00
Sales Tax:	\$0.00

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$25.00

Vehicle

Shipped on May 16, 2015

Items Ordered	Price
1 of: <i>Scrubs In a Bucket by ITW Dymon 72 Towels per bucket</i> Sold by: JD Industrial Supply (seller profile)	\$15.89
Condition: New	

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

Item(s) Subtotal:	\$15.89
Shipping & Handling:	\$0.00

Total before tax:	\$15.89
Sales Tax:	\$0.00

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$15.89

Approved G v/d Snel 06/08/2015

Vehicle

Payment information

Payment Method:
Debit Card | Last digits: 4 [redacted]

Item(s) Subtotal:	\$40.89
Shipping & Handling:	\$0.00

1061



Final Details for Order #104-6974922-6296249

Print this page for your records.

Order Placed: May 21, 2015
Amazon.com order number: 104-6974922-6296249
Order Total: \$28.45

Shipped on May 22, 2015

Items Ordered	Price
1 of: <i>Jones Stephens S05-100 Self-Closing Heavy Duty Shower Valve with Pull Chain, Chrome</i> Sold by: Amazon.com LLC	\$28.45
Condition: New	

Shipping Address: Gerhard van der Snel 7360 Five Oaks Dr Office trailer HARMONY, FLORIDA 34773-6047 United States	Item(s) Subtotal: \$28.45 Shipping & Handling: \$0.00 ----- Total before tax: \$28.45 Sales Tax: \$0.00 -----
---	--

Total for This Shipment: \$28.45

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method: Debit Card Last digits: XXXXXXXXXX	Item(s) Subtotal: \$28.45 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: \$28.45 Estimated tax to be collected: \$0.00 ----- Grand Total: \$28.45
--	--

Credit Card transactions MasterCard ending in 4354: May 22, 2015: \$28.45

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Handwritten signature: parks

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Approved G v/d Snel 05/18/2015

Sunoco
6990 E Irlo Bronson
St. Cloud Florida 34

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

Trans #: 358280
Grade: Regular (87)
Pump Number: 10
Gallons: 17.718
Price: \$2.499
Total Fuel: \$44.28
Total Sale: \$44.28

Term: JD12417328001

Appr: 047304

Seq#: 023476

MasterCard
XXXXXXXXXXXX [REDACTED]

05/18/2015 13:44:33
Thank You For
Shopping Sunoco

300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201



Approved G v/d Snel 05/14/2015

Invoice

Questions? Call (800) 952 1457

Bill To

Harmony CDD
7360 Five Oaks Dr
Office Trailer
Harmony , FL 34773
Phone: 407-301-2235
Email: gerhardharmony@gmail.com

Ship To

Harmony CDD
7360 Five Oaks Dr
Office Trailer
Harmony , FL 34773
Phone: 407-301-2235
Email: gerhardharmony@gmail.com

Order # SPS-8297

Date: May 14, 2015

Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. Do Not Swallow The Pool Water, It Is Recirculated. Do Not Use The Pool If You Are Ill with Diarrhea. Size: 18" x 12" Part#: HI-12x18 • HTC Code: 8310.00.00.90	\$ 21.45 /Sign Package: 1 Sign	3 Sign s	\$ 64.35
2. Laminated Aluminum Sign, 10" x 14" Size: 10" x 14" Part#: S-3160 • HTC Code: 3926.90.30.00	\$ 17.60 /Sign Package: 1 Sign	2 Sign s	\$ 35.20
3. Aluminum Sign Size: 18" x 24" Part#: S-3160 • HTC Code: 3926.90.30.00	\$ 40.95 /Sign Package: 1 Sign	1 Sign	\$ 40.95

Adders:

+Sign set-up charge	\$ 0.00 /Order	1	\$ 0.00
Item Total :			\$40.95

4. High Intensity Reflective Aluminum Sign Size: 18" x 18" Part#: K-3294 • HTC Code: 8310.00.00.90	\$ 40.45 /Sign Package: 1 Sign	2 Sign s	\$ 80.90
--	-----------------------------------	----------	----------

Adders:

+Sign set-up charge	\$ 0.00 /Order	1	\$ 0.00
Item Total :			\$80.90

Product Subtotal : \$221.40

Estimated Shipping Charges : Free

Order Total : **\$221.40**

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Pool's



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Ribbons & Supplies

Software

ID Cards

Photo ID Cameras

Badge Holders, Reels & Lanyards

Data Capture

Visitor ID Badges

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Order Information

Order Number: 598248

Date: 05/21/2015 11:32:21 EDT

Payment Type: MasterCard
XXXXXXXXXXXX254

Bill To Address

Gerhard van der Snel
Harmony CDD
210 N University Dr
Suite 702
Coral Springs, FL 33071 US
Phone: 407-301-2235

Ship To Address

Gerhard van der Snel
Harmony CDD
7360 Five Oaks Dr
Harmony, FL 34773 US
Phone: 4073012235

Contact Us

(800) 910-5987 x2

Chat Live

sales@IDZone.com

ID Zone Representative (if assigned): Arick Swayne - Phone Ext. 147

Item #	Description	Quantity	Price/Each	Total
84053	Fargo 84053 HDP Film - 1500 prints	1	\$96.00	\$96.00
			Shipping: UPS Ground	\$10.25
			Sales Tax	\$0.00
			Total	\$106.25

If you need assistance, please contact us at (800) 910-5987 or Chat Live

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for access card printer

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Approved G v/d Snel 05/21/2015

Sunoco
6990 E Irlo Bronson
St. Cloud Florida 34

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

Trans #: 366773
Grade: Regular (87)
Pump Number: 10
Gallons: 18.203
Price: \$2.529
Total Fuel: \$46.04
Total Sale: \$46.04

Term: JD12417328001

Appr: 016588

Seq#: 026128

MasterCard
XXXXXXXXXXXX

05/23/2015 15:27:37
Thank You For
Shopping Sunoco



Approved G v/d Snel 05/26/2015

5/24/2015 2 37 PM
Store 1

Sales Receipt #55780

Customer Copy

Harmony Town Square Market

7250 Harmony Square Drive South
Harmony, FL 34773
David Buck - Store Manager
(407) 892-0148

www.facebook.com/townsquaremarket

Bill To: Harmony Market Employee
Harmony Market Employee
7250 Harmony Square Drive South
Harmony, FL 34773

Cashier:

Item #	Qty	Price	Ext Price
695	4	\$3.05	\$12.21
WATER SPRING SI D% 14 97%Customer			
Subtotal			\$12.21
Local Sales Tax			0 % Tax + \$0.00
RECEIPT TOTAL:			\$12.21

Credit Card \$12.21 XXXX [REDACTED]
MasterCard
Reference # 1000026646 Auth=065418
Entry: Swiped Merchant # **78501

Signature

I agree to pay above amount according to card
issuer agreement (merchant agreement
if credit voucher)

Total Sales Discounts \$2.15



www.HarmonyFL.com



55780

Approved G v/d Snel 05/26/2015



Final Details for Order #116-3868015-8241855

[Print this page for your records.](#)

Order Placed: May 21, 2015
Amazon.com order number: 116-3868015-8241855
Order Total: \$6.56

Shipped on May 22, 2015

Items Ordered	Price
1 of: <i>TEKTON 6235 Assorted Cable Ties, 200-Piece</i> Sold by: GRPerks (seller profile)	\$6.56
Condition: New	
BRAND NEW ITEM! Free Shipping with Tracking!! 100% Satisfact... see more	

Shipping Address: Gerhard van der Snel 7360 Five Oaks Dr Office trailer HARMONY, FLORIDA 34773-6047 United States	Item(s) Subtotal: \$6.56 Shipping & Handling: \$0.00 ----- Total before tax: \$6.56 Sales Tax: \$0.00 -----
---	--

Total for This Shipment: \$6.56

Shipping Speed:
Standard

Payment information

Payment Method: Debit Card Last digits: [REDACTED]	Item(s) Subtotal: \$6.56 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: \$6.56 Estimated tax to be collected: \$0.00 ----- Grand Total: \$6.56
--	--

Credit Card transactions MasterCard ending in [REDACTED] May 22, 2015: \$6.56

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Approved G v/d Snel 06/01/2015

Vehicle



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ID Cards

Photo ID Cameras

Badge Holders, Reels & Lanyards

Data Capture

Visitor ID Badges

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Order Information

Order Number: 893958

Date: 05/14/2015 16:22:40 EDT

Payment Type: MasterCard
XXXXXXXXXXXX4134



Bill To Address

Gerhard van der Snel
Harmony CDD
210 N University Dr
Suite 702
Coral Springs, FL 33071 US
Phone: 407-301-2235

Ship To Address

Gerhard van der Snel
Harmony CDD
7390 Five Oaks Dr
Harmony, FL 34773 US
Phone: 4073012235

Contact Us

(800) 910-5987 x2

Chat Live

sales@IDZone.com

ID Zone Representative (if assigned): Arick Swayne - Phone Ext. 147

Item #	Description	Quantity	Price/Each	Total
GR-AWD-0-0	AWID GR Graphic Quality Prox-Line Proximity Card - PROGRAMMED - Qty 50 Selected Options: Card Format: 1110301 - 26 Bit Site/Facility Code: 34 Start Number: 2201 I understand the configuration I've selected and understand that these cards are custom products and are not returnable	2	\$199.50	\$399.00
			Shipping: FREE UPS Ground	\$0.00
			Sales Tax	\$0.00
			Total	\$399.00

Approved G v/d Snel 05/14/2015

If you need assistance, please contact us at (800) 910-5987 or Chat Live

Privacy Policy | Return Policy | Payment Options | FAQs

Security

ID Zone © 2006-2015





Final Details for Order #104-0589215-9249805

[Print this page for your records.](#)

Order Placed: May 27, 2015
Amazon.com order number: 104-0589215-9249805
Order Total: \$55.66

Shipped on May 29, 2015

Items Ordered	Price
1 of: <i>Rubbermaid Commercial FG401260A Refill for Microburst 3000 Automatic Odor Control System, 10-Pack of Assorted Fragrances</i> Sold by: Wholesale Janitorial Supply, Inc. (seller profile)	\$55.66

Condition: New

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

Item(s) Subtotal:	\$55.66
Shipping & Handling:	\$0.00

Total before tax:	\$55.66
Sales Tax:	\$0.00

Total for This Shipment: \$55.66

Shipping Speed:
Standard

Payment information

Payment Method:
Debit Card | Last digits: XXXXXXXXXX

Item(s) Subtotal:	\$55.66
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:	\$55.66
Estimated tax to be collected:	\$0.00

Grand Total: \$55.66

Credit Card transactions MasterCard ending in 4354: May 29, 2015: \$55.66

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 06/01/2015

pools



Final Details for Order #104-2377536-6920217

Print this page for your records.

Order Placed: May 27, 2015
Amazon.com order number: 104-2377536-6920217
Order Total: \$109.30

Shipped on May 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> Sold by: Amazon.com LLC Condition: New	\$12.34
1 of: <i>GOJO 9112-12 Lotion Skin Cleanser, 800 mL Refill (Pack of 12)</i> Sold by: Amazon.com LLC Condition: New	\$47.60

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

Item(s) Subtotal:	\$109.30
Shipping & Handling:	\$0.00

Total before tax:	\$109.30
Sales Tax:	\$0.00

Total for This Shipment: \$109.30

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: XXXXXXXXXX

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

Item(s) Subtotal:	\$109.30
Shipping & Handling:	\$0.00

Total before tax:	\$109.30
Estimated tax to be collected:	\$0.00

Grand Total: \$109.30

Credit Card transactions MasterCard ending in 4354: May 28, 2015: \$109.30

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 06/01/2015

109.30
pools



Final Details for Order #104-5331853-5521811

Print this page for your records.

Order Placed: May 27, 2015
Amazon.com order number: 104-5331853-5521811
Order Total: \$43.34

Shipped on May 28, 2015

Items Ordered

15 of: *Lysol Clean & Fresh Multi-Surface Cleaner, Sparkling Lemon and Sunflower Essence, 40 Fl Oz*
Sold by: Amazon.com LLC

Price

\$2.49

Condition: New

Shipping Address:

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

Item(s) Subtotal: \$37.35
Prime Pantry Delivery: \$5.99

Total before tax: \$43.34
Sales Tax: \$0.00

Total for This Shipment: \$43.34

Shipping Speed:

Prime Pantry Delivery

Payment information

Payment Method:

Debit Card | Last digits: [REDACTED]

Item(s) Subtotal: \$37.35
Prime Pantry Delivery: \$5.99

Billing address

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

Total before tax: \$43.34
Estimated tax to be collected: \$0.00

Grand Total: \$43.34

Credit Card transactions

MasterCard ending in 4 [REDACTED]: May 28, 2015: \$43.34

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 06/01/2015

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Harmony CDD

Website Statistics as of June 17, 2015

(counter reset October 1, 2013)

OVERVIEW

• Total Visitors:	10,519	• Visitors, May:	926
• Total Page Views:	89,942	• Page Views, May:	4,527
• Total Spiders:	60,399	• Visitors, June:	449
• Total Feeds:	1,276	• Page Views, June:	2,681

OPERATING SYSTEMS

• Windows 7:	26,876	• Windows Vista:	1,747
• Windows XP:	12,417	• Android Linux 4:	1,659
• Windows NT 4:	3,598	• iOS 7:	1,645
• Linux:	2,936	• Windows 8	1,340
• iPad:	1,909	• iPhone:	1,334

BROWSERS

• Mozilla:	25,483	• Internet Explorer 10:	2,003
• Internet Explorer 6:	8,434	• Internet Explorer 9:	1,910
• Safari:	7,344	• Chrome 4:	1,898
• Firefox 3:	5,068	• Internet Explorer 8:	1,520
• Chrome 36:	2,328	• Chrome 32:	1,475

SEARCH ENGINES

• Google:	1,215	• Search:	8
• Yahoo:	72	• Ask:	4
• Yandex:	14	• Dogpile:	1

TOP PAGES

• Home:	23,762	• /District-Facilities/Recreation-Facilities:	3,093
• /robots.txt	4,201	• /Public-Records/Agendas:	2,686
• /District-Facilities/Ponds	3,925		

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	• July 29, 2014	73
• April 24, 2015	79	• September 26, 2014	72
• November 22, 2013	76	• March 25, 2015	70

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>
• June 17	/F-A-Q	iPhone	Safari
• June 17	Page: Home	iPhone	Safari
• June 17	Page: Home	iPhone	Safari
• June 17	/robots.txt	Windows XP	Firefox 6
• June 17	/Related-Links	Mac OS X	Safari
• June 17	/District-Facilities/Landscaping	Mac OS X	Safari
• June 17	/F-A-Q	Mac OS X	Safari
• June 17	Page: Home	Mac OS X	Safari
• June 17	/What-Is-A-CDD		Mozilla
• June 17	/Report-Problems		Mozilla

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

• harmony cdd	43	• buck lake park harmony fl	3
• harmonycdd.org	28	• harmony fl boat reservation	3
• www.harmonycdd.org	17	• www.harmonycdd.org/public-records/agendas	3
• harmony community development district	14	• goals of pond's	3
• cdd stories	8	• installerex crunchbase	3
• harmony fl cdd	8	• harmony fl cdd fees	3
• harmonycdd	7	• http://www.harmonycdd.org/	3
• harmony fl boat reservations	6		
• harmony florida cdd	4		
• harmony cdd.com	4		
• http://harmonycdd.org/	4		
• harmony boat reservation	3		
• online reputation management akado	3		

8D.



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

June 9, 2015

Mr. Alan Baldwin
Harmony Community Development District
c/o Severn Trent Management Services
210 N. University Dr., Ste. 702
Coral Springs, FL 33071

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Harmony Community Development District ("Client") for the following bond issues. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$13,530,000 Harmony Community Development District (Osceola County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2015

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the

assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three bond years ended April 27, 2016, April 27, 2017 and April 27, 2018 is \$1,800, which is \$600 for each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Harmony Community Development District

By: Linda L. Scott
Linda L. Scott, CPA

By: _____
Print Name _____
Title _____
Date: _____

8E.

HARMONY

Community Development District

Annual Operating and Debt Service Budget **Fiscal Year 2016**

Version 2 -Modified Tentative Budget:
(Printed 6/10/15)

Prepared by:



HARMONY

Community Development District

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Harmony

Community Development District

Operating Budget

Fiscal Year 2016

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2014	BUDGET FY 2015	THRU MAY-2015	JUN- SEP-2015	PROJECTED FY 2015	BUDGET FY 2016
REVENUES						
Interest - Investments	\$ 3,273	\$ 2,500	\$ 1,652	\$ 848	\$ 2,500	\$ 2,500
Interest - Tax Collector	152	-	50	-	50	-
Special Assmnts- Tax Collector	636,415	811,192	780,190	31,001	811,191	863,315
Special Assmnts- CDD Collected	934,428	975,837	650,558	325,279	975,837	1,038,540
Special Assmnts- Discounts	(16,600)	(32,448)	(21,760)	-	(21,760)	(34,533)
Sale of Surplus Equipment	279	-	-	-	-	-
Other Miscellaneous Revenues	-	-	235	-	235	-
Access Cards	1,150	-	1,175	-	1,175	-
TOTAL REVENUES	1,559,097	1,757,081	1,412,100	357,128	1,769,228	1,869,822
EXPENDITURES						
<i>Administrative</i>						
P/R-Board of Supervisors	10,600	11,200	7,800	1,800	9,600	11,200
FICA Taxes	811	857	597	138	735	857
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-	1,200	1,200
ProfServ-Dissemination Agent	500	500	1,500	-	1,500	1,500
ProfServ-Engineering	8,439	5,000	5,516	2,484	8,000	5,000
ProfServ-Legal Services	43,859	30,000	22,453	7,547	30,000	30,000
ProfServ-Mgmt Consulting Serv	54,011	55,984	37,323	18,661	55,984	55,984
ProfServ-Property Appraiser	587	779	418	-	418	779
ProfServ-Special Assessment	11,822	11,822	11,822	-	11,822	11,822
ProfServ-Trustee Fees	9,967	11,462	5,390	-	5,390	12,124
Auditing Services	4,500	4,700	4,700	-	4,700	4,700
Communication - Telephone	21	-	-	-	-	-
Postage and Freight	490	750	394	356	750	750
Rental - Meeting Room	-	-	375	-	375	250
Record Storage	-	-	-	-	-	150
Insurance - General Liability	25,031	27,534	25,512	-	25,512	28,063
Printing and Binding	2,652	2,500	1,636	864	2,500	2,500
Legal Advertising	877	500	138	762	900	900
Misc-Assessmnt Collection Cost	8,579	16,224	15,169	620	15,789	17,266
Misc-Contingency	1,204	500	48	452	500	500
Office Supplies	125	500	39	111	150	300
Annual District Filing Fee	175	175	175	-	175	175
Total Administrative	185,450	182,187	142,205	33,795	176,000	186,020
<i>Field</i>						
ProfServ-Field Management	181,348	210,000	108,359	52,258	160,617	210,000
Total Field	181,348	210,000	108,359	52,258	160,617	210,000

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2014	BUDGET FY 2015	THRU MAY-2015	JUN- SEP-2015	PROJECTED FY 2015	BUDGET FY 2016
Landscape Services						
Contracts-Grounds	21,531	21,961	14,641	7,320	21,961	22,400
Contracts-Trees and Trimming	19,889	20,286	13,524	6,762	20,286	20,692
Contracts-Turf Care	247,692	259,866	173,244	86,622	259,866	265,063
Contracts-Shrub Care	109,784	119,351	79,567	39,784	119,351	121,738
R&M-Irrigation	16,917	20,000	5,046	14,954	20,000	20,000
R&M-Tree Trimming Services	29,657	20,000	-	5,000	5,000	20,000
Miscellaneous Services	20,828	15,000	20,047	-	20,047	15,000
Total Landscape Services	466,298	476,464	306,069	160,441	466,510	484,893
Utilities						
Electricity - General	28,041	32,000	22,000	8,000	30,000	32,000
Electricity - Streetlighting	376,548	90,206	47,735	23,868	71,603	90,206
Utility - Water & Sewer	105,661	105,000	50,672	44,328	95,000	105,000
Lease - Street Light	-	296,909	197,939	98,970	296,909	296,909
Misc-Contingency	-	31,218	-	-	-	-
Cap Outlay - Streetlights	-	108,697	161,852	108,697	270,549	237,994
Total Utilities	510,250	664,030	480,198	283,863	764,061	762,109
Operation & Maintenance						
Contracts-Lake and Wetland	15,696	20,000	10,464	5,232	15,696	20,000
Communication - Telephone	2,773	5,000	2,611	1,109	3,720	5,000
Utility - Refuse Removal	2,609	2,700	1,817	909	2,726	2,700
R&M-Common Area	15,033	-	-	-	-	-
R&M-Equipment	22,008	-	-	-	-	-
R&M-Pools	39,221	30,000	19,648	5,898	25,546	30,000
R&M-Roads & Alleyways	-	65,000	60,090	-	60,090	65,000
R&M-Sidewalks	36	5,000	3,924	1,076	5,000	5,000
R&M-Parks & Amenities	8,093	-	-	-	-	-
R&M-Equipment Boats	-	7,500	1,628	1,814	3,442	7,500
R&M-Equipment Vehicles	-	7,500	3,065	2,221	5,286	7,500
R&M-Parks & Facilities	1,317	37,000	20,341	10,649	30,990	37,000
R&M-Hardscape Cleaning	2,836	5,000	-	-	-	5,000
Miscellaneous Services	200	-	975	800	1,775	2,400
Misc-Property Taxes	-	-	329	-	329	-
Misc-Access Cards&Equipment	-	5,000	505	495	1,000	5,000
Misc-Contingency	10,698	8,000	2,213	5,783	7,996	8,000
Misc-Security Enhancements	6,017	2,500	1,377	200	1,577	2,500
Cap Outlay - Other	4,079	15,000	-	4,000	4,000	15,000
Cap Outlay - Vehicles	-	9,200	5,147	-	5,147	9,200
Total Operation & Maintenance	130,616	224,400	134,134	40,185	174,319	226,800

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU MAY-2015	PROJECTED JUN- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
<i>Reserves</i>						
Reserve - Renewal&Replacement	25,812	-	-	-	-	-
Total Reserves	25,812	-	-	-	-	-
TOTAL EXPENDITURES & RESERVES	1,499,774	1,757,081	1,170,965	570,542	1,741,507	1,869,822
Excess (deficiency) of revenues						
Over (under) expenditures	59,323	-	241,135	(213,414)	27,721	-
Net change in fund balance	59,323	-	241,135	(213,414)	27,721	-
FUND BALANCE, BEGINNING	797,598	856,921	856,921	-	856,921	884,642
FUND BALANCE, ENDING	\$ 856,921	\$ 856,921	\$ 1,098,056	\$ (213,414)	\$ 884,642	\$ 884,642

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2016	\$ 884,642
Net Change in Fund Balance - Fiscal Year 2016	-
Reserves - Fiscal Year 2016 Additions	-
Total Funds Available (Estimated) - 9/30/2016	884,642

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital	250,000 ⁽¹⁾
Reserves - Insurance	50,000
Reserves - Renewal & Replacement	99,188
Reserves - Sidewalk	60,000
Subtotal	<u>459,188</u>
Total Allocation of Available Funds	459,188

Total Unassigned (undesignated) Cash	<u>\$ 425,454</u>
---	--------------------------

Notes

(1) Represents approximately 2 months of operating expenditures

Budget Narrative
Fiscal Year 2016**REVENUES****Interest-Investments**

The District earns interest on its operating accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessment-CDD Collected (Maintenance)

The District will collect a Non-Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 12 meetings and 2 workshops.

FICA Taxes

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services-Arbitrage Rebate

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on signed engagement letters for each Bond series at \$600 each.

Professional Services-Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates additional reporting requirements for unrelated bond issues and is performed by Digital Assurance Company. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Professional Services-Engineering

The District's engineer, Boyd Civil Engineering, Inc., will be providing general engineering services to the District, i.e., attendance and preparation for monthly Board meetings, review of invoices, preparation of requisitions., etc.

Professional Services-Legal Services

The District's general counsel, Young van Assenderp, P.A., retained by the District Board, is responsible for attending and preparing for Board meetings and rendering advice, counsel, recommendations, and representation as determined appropriate or as directed by the Board directly or as relayed by the manager.

Budget Narrative
Fiscal Year 2016**EXPENDITURES****Administrative** (continued)**Professional Services-Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Severn Trent Management Services, Inc. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement. No increase is expected for FY2016.

Contract -Severn Trent Management Services	\$55,984
--	----------

Professional Services-Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The fiscal year budget for property appraiser costs was based on a unit price per parcel. In prior years, this cost was included in Misc.-Assessment Collection Cost.

Professional Services-Special Assessment (Advisor)

The District will be billed annually for calculating and levying the annual operating and maintenance, and debt service assessments, as provided by Severn Trent Management Services.

Professional Services-Trustee

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is \$6,062 for each series plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from last year's engagement letter with Grau & Associates.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Rental - Meeting Room

Room rental fees for District meetings.

Record Storage

Storage usage for Districts record keeping.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Public Risks Insurance Agency. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Budget Narrative
Fiscal Year 2016

EXPENDITURES

Administrative (continued)

Miscellaneous-Assessment Collection Costs

The District reimburses the Osceola Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous-Contingency

This includes monthly bank charges and any other miscellaneous expenses that may be incurred during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

Field

Professional Services-Field Management **\$210,000**

Project Manager will provide onsite field operations management and supervisory services, including oversight of all District contractors providing services including landscape, hardscape, stormwater/ponds, etc. Field services provided for within this scope include community boat operations, facility and common area maintenance and irrigation.

Landscape Services

Contracts-Ground **\$22,400**

Scheduled maintenance consists of pruning/edging, disease and pest control, weed control, fertilization for ground covers, as well as planting and replacing various annual and seasonal flowers within the District.

Contract (Davey Tree) Ground Covers	\$10,236
Contract (Davey Tree) Annuals/Seasonal Flowers	\$12,164

Contracts-Trees and Trimming **\$20,692**

Scheduled maintenance consists of pruning, maintaining tree basins and fertilizing trees below the 10-foot height level.

Contract (Davey Tree) - Tree Care	\$20,692
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Budget Narrative
Fiscal Year 2016**EXPENDITURES****Landscape Services** (continued)**Contracts-Turf Care****\$265,063**

Scheduled maintenance consists of mowing, edging, blowing, fertilizing, and applying pest and disease control chemicals to turf within the District. This includes H-1 Neighborhood.

Contract (Davey Tree) - Turf Care - Bahia	\$107,188
Contract (Davey Tree) - Turf Care - St. Augustine	\$135,182
Contract (Davey Tree) - Turf Care - Zoyala	\$14,463
Contract (Davey Tree) - Sport Turf	\$9,250

R&M-Shrub Care**\$121,738**

Scheduled maintenance consists of pruning, mulching, fertilizing, applying pest and disease control chemicals, and providing weed control and debris removal to Shrubs within the District. This includes H-1 Neighborhood.

Contract (Davey Tree) - Shrub Care	\$121,738
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R&M-Irrigation**\$20,000**

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components.

Unscheduled maintenance/repair of Weather Station	\$1,400
Unscheduled maintenance/repair of lines	\$3,000
Irrigation supplies	\$15,600

R&M-Trees Trimming Services (Canopy)**\$20,000**

Scheduled maintenance consists of canopy trimming for trees above the 10-foot height level, and consulting with a certified arborist.

Miscellaneous Services**\$15,000**

Unscheduled or one-time landscape maintenance expenses for other areas within the District that are not listed in any other budget category.

Utilities**Electricity-General****\$32,000**

Electricity for accounts with Orlando Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Electricity-Streetlighting**\$90,206**

Orlando Utilities Commission Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Utility-Water & Sewer**\$105,000**

The District currently has utility accounts with Toho Water Authority (a division of KUA). Usage consists of water, sewer and reclaimed water services.

Budget Narrative
Fiscal Year 2016**EXPENDITURES****Utilities (continued)****Lease – Street Lights****\$296,909**

Contract to lease (investment fees) light-poles and fixtures for all street lighting within the District, as per agreement with the Orlando Utilities Commission.

Cap-Outlay - Street Lights**\$237,994**

This line item is for future buy out obligation of the street lights contracts within the District and new neighborhood street lights.

Operation & Maintenance**Contracts-Lake and Wetland****\$20,000**

Scheduled maintenance consists of inspections and treatment of nuisance aquatic species. Unscheduled maintenance consists of aquatic plantings and repair of any damaged areas.

Existing Contract (Bio-Tech Consulting)	\$15,696
Unscheduled maintenance	\$4,304

Communication-Telephone**\$5,000**

Telephone expenses for the dockmaster and assistant and the irrigation line for the computerized Maxicom irrigation system.

Utility-Refuse Removal**\$2,700**

Scheduled maintenance consists of trash disposal. Unscheduled maintenance consists of replacement or repair of dumpster.

R&M-Pools**\$30,000**

This includes pool any repairs and maintenance for the Swim Club Ashley Park pools and Lakeshore Park Splash Pad that may be incurred during the year by the District, including repair and replacement of pool furniture, shades, safety equipment, etc. Supplies for the pool and fountains such as chemicals and chlorine are provided by Spies Pool LLC. Various pool licenses and permits required for the pools are based on historical expenses.

Repair /replace	\$2,000
Supplies	\$9,840
Licenses	\$1,050
Unscheduled Maintenance	\$17,110

R&M-Roads and Alleyways**\$65,000**

This line item is to resurfacing the alleys of the District.

R&M-Sidewalks**\$5,000**

Unscheduled maintenance consists of grinding uneven areas and replacement of concrete sidewalk. Pressure washing areas within the District as needed.

Budget Narrative
Fiscal Year 2016

EXPENDITURES

Operation & Maintenance (continued)

R&M-Equipment Boats	\$7,500
Supplies such as generators and large tools, maintenance and equipment needed for the boats.	
Boat tools and generator	\$4,000
Repairs and maintenance	\$3,000
Miscellaneous	\$500
R&M-Equipment Vehicles	\$7,500
Supplies such as tires and parts, maintenance and equipment needed for the boats.	
Vehicles, tires and parts	\$4,000
Repairs and maintenance	\$3,000
Miscellaneous	\$500
R&M-Parks and Facilities	\$37,000
Maintenance or repairs to the basketball courts and athletic fields, cleaning of basketball court, dog parks and all miscellaneous park areas. Also includes, cleaning, daily maintenance and rest room supplies.	
Lakeshore Park	\$7,500
Dog Parks	\$2,000
Park Areas	\$7,500
Facilities	\$22,000
R&M-Hardscape Maintenance	\$5,000
Scheduled maintenance consists of pressure washing PVC fencing, and pavilions, restrooms and other Hardscape. Unscheduled maintenance consists of repairs and replacement of damaged areas, including columns.	
Miscellaneous Services	\$2,400
Draining service for holding tank of District's office trailer.	
Misc-Access Cards & Equipment	\$5,000
Represents costs for purchasing/producing access cards, supplies and special ink cartridges for printer.	
Misc-Contingency	\$8,000
The fiscal year contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.	
Misc-Security Enhancement	\$2,500
Represents costs for network service and update and improve security within the District. (Gates and pool camera's etc.). Unscheduled maintenance; includes repair or replacement of damaged cameras and any required upgrades.	
Capital-Outlay	\$15,000
The District will replace existing equipment or purchase new equipment and boats for District facilities.	
Capital-Vehicle	\$9,200
The District will replace existing utility vehicle (mule and trailer) for District facilities.	

Harmony

Community Development District

Debt Service Budgets

Fiscal Year 2016

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU MAY-2015	PROJECTED JUN- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
REVENUES						
Interest - Investments	\$ 7	\$ 100	\$ 54	\$ 26	\$ 80	\$ 50
Special Assmnts- Tax Collector	-	1,080,894	1,039,586	26,714	1,066,300	1,013,794
Special Assmnts- Prepayment	150,369	-	68,012	-	68,012	-
Special Assmnts- CDD Collected	44,776	255,886	255,886	-	255,886	245,560
Special Assmnts- Discounts	-	(43,236)	(28,994)	-	(28,994)	(40,552)
TOTAL REVENUES	195,152	1,293,644	1,334,544	26,740	1,361,284	1,218,852
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	21,618	20,212	534	20,746	20,276
Total Administrative	-	21,618	20,212	534	20,746	20,276
<i>Non-Operating</i>						
DS Bond Discount	178,502	-	-	-	-	-
Underwriter	278,900	-	-	-	-	-
Total Non-Operating	457,402	-	-	-	-	-
<i>Debt Service</i>						
Principal Debt Retirement	-	260,000	260,000	-	260,000	520,000
Interest Expense	-	597,819	597,819	-	597,819	692,350
Prepayment	-	-	185,000	-	185,000	-
Cost of Issuance	131,685	-	-	-	-	-
Total Debt Service	131,685	857,819	1,042,819	-	1,042,819	1,212,350
TOTAL EXPENDITURES	589,087	879,437	1,063,031	534	1,063,565	1,232,626
Excess (deficiency) of revenues Over (under) expenditures	(393,935)	414,207	271,513	26,206	297,719	(13,774)
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	42,349	-	-	-	-	-
Proceeds of Refunding Bonds	13,945,000	-	-	-	-	-
Operating Transfers-Out	-	(61,095)	(56,011)	-	(56,011)	-
Pymt to Escrow Acct-Refunding	(12,745,235)	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	353,112	-	-	-	(13,774)
TOTAL OTHER SOURCES (USES)	1,242,114	292,017	(56,011)	-	(56,011)	(13,774)
Net change in fund balance	848,179	353,112	215,502	26,206	241,708	(13,774)
FUND BALANCE, BEGINNING	-	848,178	848,178	-	848,178	1,089,886
FUND BALANCE, ENDING	\$ 848,179	\$ 1,201,290	\$ 1,063,680	\$ 26,206	\$ 1,089,886	\$ 1,076,112

AMORTIZATION SCHEDULE

Period Ending	Outstanding Balance	Principal	Coupon Rate	Interest	Annual Debt Service
11/1/2015	\$ 13,500,000		5.000%	\$346,175	
5/1/2016	\$ 13,500,000	\$520,000	5.000%	\$346,175	\$1,212,350
11/1/2016	\$ 12,980,000		5.000%	\$333,175	
5/1/2017	\$ 12,980,000	\$545,000	5.000%	\$333,175	\$1,211,350
11/1/2017	\$ 12,435,000		5.000%	\$319,550	
5/1/2018	\$ 12,435,000	\$575,000	5.000%	\$319,550	\$1,214,100
11/1/2018	\$ 11,860,000		5.000%	\$305,175	
5/1/2019	\$ 11,860,000	\$605,000	5.000%	\$305,175	\$1,215,350
11/1/2019	\$ 11,255,000		5.000%	\$290,050	
5/1/2020	\$ 11,255,000	\$635,000	5.000%	\$290,050	\$1,215,100
11/1/2020	\$ 10,620,000		5.000%	\$274,175	
5/1/2021	\$ 10,620,000	\$665,000	5.000%	\$274,175	\$1,213,350
11/1/2021	\$ 9,955,000		5.000%	\$257,550	
5/1/2022	\$ 9,955,000	\$700,000	5.000%	\$257,550	\$1,215,100
11/1/2022	\$ 9,255,000		5.000%	\$240,050	
5/1/2023	\$ 9,255,000	\$735,000	5.000%	\$240,050	\$1,215,100
11/1/2023	\$ 8,520,000		5.000%	\$221,675	
5/1/2024	\$ 8,520,000	\$770,000	5.000%	\$221,675	\$1,213,350
11/1/2024	\$ 7,750,000		5.000%	\$202,425	
5/1/2025	\$ 7,750,000	\$810,000	5.000%	\$202,425	\$1,214,850
11/1/2025	\$ 6,940,000		5.000%	\$182,175	
5/1/2026	\$ 6,940,000	\$850,000	5.250%	\$182,175	\$1,214,350
11/1/2026	\$ 6,090,000		5.250%	\$159,863	
5/1/2027	\$ 6,090,000	\$895,000	5.250%	\$159,863	\$1,214,725
11/1/2027	\$ 5,195,000		5.250%	\$136,369	
5/1/2028	\$ 5,195,000	\$940,000	5.250%	\$136,369	\$1,212,738
11/1/2028	\$ 4,255,000		5.250%	\$111,694	
5/1/2029	\$ 4,255,000	\$985,000	5.250%	\$111,694	\$1,208,388
11/1/2029	\$ 3,270,000		5.250%	\$85,838	
5/1/2030	\$ 3,270,000	\$1,035,000	5.250%	\$85,838	\$1,206,675
11/1/2030	\$ 2,235,000		5.250%	\$58,669	
5/1/2031	\$ 2,235,000	\$1,090,000	5.250%	\$58,669	\$1,207,338
11/1/2031	\$ 1,145,000		5.250%	\$30,056	
5/1/2032	\$ 1,145,000	\$1,145,000	5.250%	\$30,056	\$1,205,113
Total		\$13,500,000		\$7,109,325	\$20,609,325

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2016 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2014	ADOPTED BUDGET FY 2015	ACTUAL THRU MAY-2015	PROJECTED JUN- SEP-2015	TOTAL PROJECTED FY 2015	ANNUAL BUDGET FY 2016
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 2	\$ 5	\$ 7	\$ -
Special Assmnts- Tax Collector	-	-	1,453	2,544	3,997	54,166
Special Assmnts- CDD Collected	-	-	-	-	-	1,013,028
Special Assmnts- Discounts	-	-	38	-	38	(2,167)
TOTAL REVENUES	-	-	1,493	2,549	4,042	1,065,027
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	-	30	51	81	1,083
Total Administrative	-	-	30	51	81	1,083
<i>Debt Service</i>						
Principal Debt Retirement	-	-	-	-	-	390,000
Interest Expense	-	-	-	-	-	668,632
Total Debt Service	-	-	-	-	-	1,058,632
<i>Non-Operating</i>						
Underwriter	-	-	338,250	-	338,250	-
Total non-Operating	-	-	338,250	-	338,250	-
TOTAL EXPENDITURES	-	-	338,280	51	338,331	1,059,715
Excess (deficiency) of revenues						
Over (under) expenditures	-	-	(336,787)	2,498	(334,289)	5,312
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	-	-	9,102	-	9,102	-
Bond Premium	-	-	366,008	-	366,008	-
Proceeds of Fefunding Bonds	-	-	13,184,870	-	13,184,870	-
Pymt to Escrow Acct-Refunding	-	-	(12,872,628)	-	(12,872,628)	-
Contribution to (Use of) Fund Balance	-	-	-	-	-	5,312
TOTAL OTHER SOURCES (USES)	-	-	687,352	-	687,352	5,312
Net change in fund balance	-	-	350,565	2,498	353,063	5,312
FUND BALANCE, BEGINNING	-	-	-	-	-	353,063
FUND BALANCE, ENDING	\$ -	\$ -	\$ 350,565	\$ 2,498	\$ 353,063	\$ 358,375

AMORTIZATION SCHEDULE

Period Ending	Outstanding Balance	Principal	Coupon Rate	Interest	Annual Debt Service
11/1/2015	\$ 13,530,000		3.750%	\$337,079	
5/1/2016	\$ 13,530,000	\$390,000	3.750%	\$331,553	\$1,058,632
11/1/2016	\$ 13,140,000		3.750%	\$324,241	
5/1/2017	\$ 13,140,000	\$410,000	3.750%	\$324,241	\$1,058,481
11/1/2017	\$ 12,730,000		3.750%	\$316,553	
5/1/2018	\$ 12,730,000	\$425,000	3.750%	\$316,553	\$1,058,106
11/1/2018	\$ 12,305,000		3.750%	\$308,584	
5/1/2019	\$ 12,305,000	\$445,000	4.750%	\$308,584	\$1,062,169
11/1/2019	\$ 11,860,000		4.750%	\$298,016	
5/1/2020	\$ 11,860,000	\$465,000	4.750%	\$298,016	\$1,061,031
11/1/2020	\$ 11,395,000		4.750%	\$286,972	
5/1/2021	\$ 11,395,000	\$490,000	4.750%	\$286,972	\$1,063,944
11/1/2021	\$ 10,905,000		4.750%	\$275,334	
5/1/2022	\$ 10,905,000	\$510,000	4.750%	\$275,334	\$1,060,669
11/1/2022	\$ 10,395,000		4.750%	\$263,222	
5/1/2023	\$ 10,395,000	\$535,000	4.750%	\$263,222	\$1,061,444
11/1/2023	\$ 9,860,000		4.750%	\$250,516	
5/1/2024	\$ 9,860,000	\$560,000	4.750%	\$250,516	\$1,061,031
11/1/2024	\$ 9,300,000		4.750%	\$237,216	
5/1/2025	\$ 9,300,000	\$585,000	4.750%	\$237,216	\$1,059,431
11/1/2025	\$ 8,715,000		4.750%	\$223,322	
5/1/2026	\$ 8,715,000	\$610,000	5.125%	\$223,322	\$1,056,644
11/1/2026	\$ 8,105,000		5.125%	\$207,691	
5/1/2027	\$ 8,105,000	\$640,000	5.125%	\$207,691	\$1,055,381
11/1/2027	\$ 7,465,000		5.125%	\$191,291	
5/1/2028	\$ 7,465,000	\$675,000	5.125%	\$191,291	\$1,057,581
11/1/2028	\$ 6,790,000		5.125%	\$173,994	
5/1/2029	\$ 6,790,000	\$715,000	5.125%	\$173,994	\$1,062,988
11/1/2029	\$ 6,075,000		5.125%	\$155,672	
5/1/2030	\$ 6,075,000	\$745,000	5.125%	\$155,672	\$1,056,344
11/1/2030	\$ 5,330,000		5.125%	\$136,581	
5/1/2031	\$ 5,330,000	\$780,000	5.125%	\$136,581	\$1,053,163
11/1/2031	\$ 4,550,000		5.125%	\$116,594	
5/1/2032	\$ 4,550,000	\$820,000	5.125%	\$116,594	\$1,053,188
11/1/2032	\$ 3,730,000		5.125%	\$95,581	
5/1/2033	\$ 3,730,000	\$865,000	5.125%	\$95,581	\$1,056,163
11/1/2033	\$ 2,865,000		5.125%	\$73,416	
5/1/2034	\$ 2,865,000	\$905,000	5.125%	\$73,416	\$1,051,831
11/1/2034	\$ 1,960,000		5.125%	\$50,225	
5/1/2035	\$ 1,960,000	\$955,000	5.125%	\$50,225	\$1,055,450
11/1/2035	\$ 1,005,000		5.125%	\$25,753	
5/1/2036	\$ 1,005,000	\$1,005,000	5.125%	\$25,753	\$1,056,506
Total		\$13,530,000		\$8,690,176	\$22,220,176

Budget Narrative
Fiscal Year 2016**REVENUES****Interest-Investments**

The District earns interest income on its trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessment – CDD Collected (Maintenance)

The District will collect a Non-Ad Valorem assessment on all the un-platted parcels within the District in support of the overall fiscal year budget.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Miscellaneous-Assessment Collection Cost**

The District reimburses the Osceola Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt service.

Interest Expense

The District pays interest expense on the debt service bonds twice a year.

Operating Transfers - In

Series 2004 based on a balanced budget; therefore it needs to transfer from series 2014 to cover the deficit.

Operating Transfer - Out

Series 2014 based on MADS and needs to transfer funds to series 2004 to cover the deficit.

Harmony

Community Development District

Supporting Budget Schedules

Fiscal Year 2016

HARMONY

Community Development District

**2015-2016 Non-Ad Valorem Assessment Summary
Summary of Assessment Rates**

Platted			O & M			Series 2015 Debt Service			Series 2014 Debt Service			Total			Units	Acres
Neighborhood	Width		FY 2016	FY 2015	% Change	FY 2016	FY 2015	% Change	FY 2016	FY 2015	% Change	FY 2016	FY 2015	% Change		
			O & M	O & M	(Decrease)/ Increase	Debt Service	Ex Series 2004Debt Service	(Decrease)/ Increase	Debt Service	Debt Service	(Decrease)	Total	Total	(Decrease)/ Increase		
A-1	A-1	n/a	\$ 486.65	\$ 457.26	6.43%	\$ -	\$ -	0.00%	\$ 605.71	\$ 635.08	-4.62%	\$ 1,092.36	\$ 1,092.34	0.00%	186	
B	SF	80	\$ 1,538.44	\$ 1,445.56	6.43%	\$ -	\$ -	0.00%	\$ 1,914.87	\$ 2,007.68	-4.62%	\$ 3,453.31	\$ 3,453.24	0.00%	9	
	SF	65	\$ 1,249.98	\$ 1,174.52	6.42%	\$ -	\$ -	0.00%	\$ 1,555.83	\$ 1,631.24	-4.62%	\$ 2,805.81	\$ 2,805.76	0.00%	25	
	SF	52	\$ 999.99	\$ 939.61	6.43%	\$ -	\$ -	0.00%	\$ 1,244.66	\$ 1,305.00	-4.62%	\$ 2,244.65	\$ 2,244.61	0.00%	35	
	SF	42	\$ 807.68	\$ 758.92	6.42%	\$ -	\$ -	0.00%	\$ 1,005.31	\$ 1,054.03	-4.62%	\$ 1,812.99	\$ 1,812.95	0.00%	22	
	SF	35	\$ 673.07	\$ 632.43	6.43%	\$ -	\$ -	0.00%	\$ 837.75	\$ 878.36	-4.62%	\$ 1,510.82	\$ 1,510.79	0.00%	15	
C-1	SF	80	\$ 1,513.16	\$ 1,421.81	6.42%	\$ -	\$ -	0.00%	\$ 1,883.40	\$ 1,974.70	-4.62%	\$ 3,396.56	\$ 3,396.51	0.00%	10	
	SF	65	\$ 1,229.45	\$ 1,155.22	6.43%	\$ -	\$ -	0.00%	\$ 1,530.26	\$ 1,604.44	-4.62%	\$ 2,759.71	\$ 2,759.66	0.00%	30	
	SF	52	\$ 983.56	\$ 924.17	6.43%	\$ -	\$ -	0.00%	\$ 1,224.21	\$ 1,283.55	-4.62%	\$ 2,207.77	\$ 2,207.72	0.00%	35	
	SF	42	\$ 794.41	\$ 746.45	6.43%	\$ -	\$ -	0.00%	\$ 988.78	\$ 1,036.72	-4.62%	\$ 1,783.19	\$ 1,783.17	0.00%	30	
	SF	35	\$ 662.01	\$ 622.04	6.43%	\$ -	\$ -	0.00%	\$ 823.98	\$ 863.93	-4.62%	\$ 1,485.99	\$ 1,485.97	0.00%	12	
C-2	SF	80	\$ 1,573.48	\$ 1,478.48	6.43%	\$ -	\$ -	0.00%	\$ 1,958.47	\$ 2,053.40	-4.62%	\$ 3,531.95	\$ 3,531.88	0.00%	4	
	SF	65	\$ 1,278.45	\$ 1,201.26	6.43%	\$ -	\$ -	0.00%	\$ 1,591.26	\$ 1,668.39	-4.62%	\$ 2,869.71	\$ 2,869.65	0.00%	14	
	SF	52	\$ 1,022.76	\$ 961.01	6.43%	\$ -	\$ -	0.00%	\$ 1,273.01	\$ 1,334.71	-4.62%	\$ 2,295.77	\$ 2,295.72	0.00%	13	
	SF	42	\$ 826.07	\$ 776.20	6.42%	\$ -	\$ -	0.00%	\$ 1,028.20	\$ 1,078.04	-4.62%	\$ 1,854.27	\$ 1,854.24	0.00%	31	
	SF	35	\$ 688.40	\$ 646.83	6.43%	\$ -	\$ -	0.00%	\$ 856.83	\$ 898.36	-4.62%	\$ 1,545.23	\$ 1,545.19	0.00%	25	
D-1	SF	80	\$ 1,625.63	\$ 1,527.48	6.43%	\$ -	\$ -	0.00%	\$ 2,023.39	\$ 2,121.47	-4.62%	\$ 3,649.02	\$ 3,648.95	0.00%	9	
	SF	65	\$ 1,320.82	\$ 1,241.08	6.43%	\$ -	\$ -	0.00%	\$ 1,644.00	\$ 1,723.69	-4.62%	\$ 2,964.82	\$ 2,964.77	0.00%	20	
	SF	52	\$ 1,056.66	\$ 992.86	6.43%	\$ -	\$ -	0.00%	\$ 1,315.20	\$ 1,378.95	-4.62%	\$ 2,371.86	\$ 2,371.81	0.00%	6	
D-2	SF	n/a	\$ 965.64	\$ 907.34	6.43%	\$ -	\$ -	0.00%	\$ 1,201.91	\$ 1,260.17	-4.62%	\$ 2,167.55	\$ 2,167.51	0.00%	11	
E	SF	n/a	\$ 2,576.51	\$ 2,420.95	6.43%	\$ -	\$ -	0.00%	\$ 3,206.92	\$ 3,362.37	-4.62%	\$ 5,783.43	\$ 5,783.32	0.00%	51	
G	SF	52	\$ 1,163.12	\$ 1,092.89	6.43%	\$ -	\$ -	0.00%	\$ 1,447.71	\$ 1,517.88	-4.62%	\$ 2,610.83	\$ 2,610.77	0.00%	62	
	SF	42	\$ 939.44	\$ 882.72	6.43%	\$ -	\$ -	0.00%	\$ 1,169.30	\$ 1,225.98	-4.62%	\$ 2,108.74	\$ 2,108.70	0.00%	85	
	SF	35	\$ 782.87	\$ 735.60	6.43%	\$ -	\$ -	0.00%	\$ 974.41	\$ 1,021.65	-4.62%	\$ 1,757.28	\$ 1,757.25	0.00%	39	
H-1	SF	35	\$ 875.01	\$ 822.18	6.43%	\$ -	\$ -	0.00%	\$ 1,073.54	\$ 1,125.54	-4.62%	\$ 1,948.55	\$ 1,947.72	N/A	39	
	SF	40	\$ 1,000.01	\$ 939.63	6.43%	\$ -	\$ -	0.00%	\$ 1,288.25	\$ 1,350.65	-4.62%	\$ 2,288.26	\$ 2,290.28	N/A	14	
	SF	50	\$ 1,250.01	\$ 1,174.54	6.43%	\$ -	\$ -	0.00%	\$ 1,594.98	\$ 1,672.28	-4.62%	\$ 2,844.99	\$ 2,846.82	N/A	13	
	TH	25	\$ 625.01	\$ 587.27	6.43%	\$ -	\$ -	0.00%	\$ 766.82	\$ 803.97	-4.62%	\$ 1,391.82	\$ 1,391.24	N/A	46	
Office		\$ 1,281.97	\$ 1,204.57	6.43%	\$ 1,541.52	\$ 1,672.99	-7.86%	\$ -	\$ -	0.00%	\$ 2,823.49	\$ 2,877.56	-1.88%		0.28	
GC		\$ -	\$ -	N/A	\$ 52,624.28	\$ 64,893.62	-18.91%	\$ -	\$ -	0.00%	\$ 52,624.28	\$ 64,893.62	-18.91%			

HARMONY

Community Development District

Platted		O & M			Series 2015 Debt Service			Series 2014 Debt Service			Total			Units	Acres
Neighborhood	Width	FY 2016 O & M	FY 2015 O & M	% Change (Decrease)/ Increase	FY 2016 Debt Service	FY 2015 Ex Series 2004 Debt Service	% Change (Decrease)/ Increase	FY 2016 Debt Service	FY 2015 Debt Service	% Change (Decrease)	FY 2016 Total	FY 2015 Total	% Change (Decrease)/ Increase		
Unplatted															
A-2		\$ 4,303.76	\$ 4,043.91	6.43%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,693.57	\$ 9,660.37	0.34%	4.4	
H-2		\$ 4,303.76	\$ 4,043.91	6.43%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,693.57	\$ 9,660.37	0.34%	17.82	
F		\$ 4,303.76	\$ 4,043.91	6.43%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,693.57	\$ 9,660.37	0.34%	15.95	
M		\$ 4,303.76	\$ 4,043.91	6.43%	\$ -	\$ -	0.00%	\$ 5,389.81	\$ 5,616.45	-4.04%	\$ 9,693.57	\$ 9,660.37	0.34%	7.39	
I/J/K/L	40	\$ 1,220.42	N/A	0.00%	\$ 1,467.51	N/A	0.00%	\$ -	N/A	0.00%	\$ 2,687.92	N/A	0.00%	187	
	50	\$ 1,525.52	N/A	0.00%	\$ 1,834.38	N/A	0.00%	\$ -	N/A	0.00%	\$ 3,359.90	N/A	0.00%	148	
	60	\$ 1,830.62	N/A	0.00%	\$ 2,201.26	N/A	0.00%	\$ -	N/A	0.00%	\$ 4,031.88	N/A	0.00%	62	
Office		\$ 4,303.76	\$ 4,043.91	6.43%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,478.87	\$ 9,660.37	-1.88%	26.34	
TC		\$ 4,303.76	\$ 4,043.91	6.43%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,478.87	\$ 9,660.37	-1.88%	29.97	
Comm		\$ 4,303.76	\$ 4,043.91	6.43%	\$ 5,175.11	\$ 5,616.45	-7.86%	\$ -	\$ -	0.00%	\$ 9,478.87	\$ 9,660.37	-1.88%	7.58	
Total													1,288.00	109.73	

Ninth Order of Business

Harmony

Community Development District (CDD)

Rules & Policies

(2015)

QUESTION for consideration:

Should this be the Title/Name of document, rather than simply "Rules", since the terms "Policy/Policies" are used in the document?

Fishhawk CDD calls theirs "Rules & Rates".
[Amended April 14, 2015]

PROLOG: The “Rules” of the Harmony, Florida “Community Development District”, established pursuant to state of Florida Statutes, Chapter 190, consist of the list of Chapters, Amendments, and Appendices tabularized below. The current, most recently approved and published, version of each Chapter of the Harmony CDD Rules & Policies is available on the District website @:
<http://www.harmonyccd.org/public-records/rules>.

HARMONY CDD RULES & POLICIES

TABLE OF CHAPTERS, AMENDMENTS, & APPENDICES

<u>Chapter 1</u>	Administrative Rules of Procedure
<u>Appendix 1</u>	Speaking Request Form
<u>Amendment 1</u>	Full Disclosure of Public Financing
<u>Amendment 2</u>	Vendor Purchase Policy
Amendment 3	{ Not In Use – Rescinded __/__/2015 }
Amendment 4	{ Not In Use – Rescinded __/__/2015 }
Chapter 2	{ Not In Use – Rescinded 03/27/2014 }
<u>Chapter 3</u>	Facility Usage Rates, Fees, & Charges
<u>Appendix 1</u>	Tabular Schedule of Fees
<u>Chapter 4</u>	Parks & Recreation Facilities Rules
<u>Appendix 1</u>	District Facilities Graphics
<u>Appendix 2</u>	Access Card Registration Form
<u>Appendix 3</u>	Facility Usage Application Forms
<u>Appendix 4</u>	District Boat-Use Agreement Form



NOTE: This document is a *Complete DLF Draft* version of *All* the Harmony CDD Rules & Policies. It is the culmination of the 2015 Rules Update work of the District Board of Supervisors. Chapters of these RULES may also be published and referenced individually on the web.

Harmony CDD

Rules & Policies (2015)

Chapter 1

Administrative Rules of Procedure

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1
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LIST OF AMENDMENTS

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AMENDMENT 2:	<u>VENDOR PURCHASE POLICY</u>

1. GENERAL OVERVIEW

- 1.1 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 and policies (the “Rules”) is to describe the general operations of the District.
- 1.2 Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Chapter 1, Section 1

Specific Authority: 190.011, 120.53(4)
Law Implemented: 190.011, 120.53(4)

Use two (2) lines in footer, not three (3)!

2. **BOARD OF SUPERVISORS; OFFICERS AND VOTING**

- 2.1 **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.
- 2.2 **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).
- 2.3 **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.
- 2.4 **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.
- 2.4.1 **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.
- 2.4.2 **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.
- 2.4.3 **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.
- 2.4.4 **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.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.8.1** 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.
- 2.8.2** 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.
- 2.8.3** A memorandum submitted by an affected Board member 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.

Chapter 1, Section 2

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)

3. PUBLIC INFORMATION AND INSPECTION OF RECORDS

- 3.1 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.
- 3.2 Hard Copies.** Copies of public records shall be made available to the requesting person at a charge of \$ 0.25 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.

Chapter 1, Section 3

Specific Authority: 190.011(5)
Law Implemented: 190.006(7), 119.07(1)(a), 119.07(1)(b)

ALWAYS start major Sections on a new page.

Even if the preceding Section is short;

AND, do this in ALL Chapters!!!

4. MEETINGS AND WORKSHOPS

4.1 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:

- (1) The date, time, and place of the meeting or workshop;
- (2) A brief description of the nature, subjects, and purposes of the meeting or workshop;
- (3) The address where persons may obtain a copy of the agenda.
- (4) 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.
- (5) 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.

4.2 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.

4.3 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.

4.4 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 Sub-sections (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.

NEVER split a sub-Section "paragraph" across a page boundary!

There are no paragraphs in this document large enough to qualify for exemption to this "rule".

- ▼
- 4.5 **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.
- 4.5.1 Members of the public shall have three (3) minutes to address the Board.
- 4.5.2 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.
- 4.5.3 Members of the public shall fill out the “Speaking Request Form” prescribed by the Board and incorporated herein by reference (shown in Appendix 1, and available on the District web site via the link: HarmonyCDD.org/Speaking-Request-Form.pdf), 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 himself or herself, or his or her group, on a proposition if he or she so chooses.
- 4.6 **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.
- 4.7 **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.

Chapter 1, Section 4

Specific Authority: 190.011(5), 120.525, 120.54(5)
Law Implemented: 190.007(1), 190.008, 120.525, 120.54, 286.0114

5. RULEMAKING PROCEEDINGS

5.1 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.

5.2 Notice of Rule Development.

5.2.1 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.

5.2.2 All rules should be drafted in accordance with Chapter 120, Florida Statutes.

5.3 Notice of Proceedings and Proposed Rules.

5.3.1 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 sub-section 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 sub-section (2) appeared.

5.3.2 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.

5.3.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if a 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.

5.8 Rulemaking Proceedings - Hearings. If a 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.

5.9 Request for a Public Hearing.

5.9.1 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.

- 5.9.2** 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.
- 5.9.3** 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.
- 5.10 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
- 5.11 Negotiated Rulemaking.** The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- 5.12 Variances and Waivers.** Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

Chapter 1, Section 5

Specific Authority: 190.011(5), 190.011(15), 120.54, 190.035
 Law Implemented: 120.54, 190.035(2)

6. DECISIONS DETERMINING SUBSTANTIAL INTEREST

6.1 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.

6.1.1 The person conducting the hearing may:

- (A) Administer oaths and affirmations; and/or
- (B) Rule upon offers of proof and receive relevant evidence; and/or
- (C) Regulate the course of the hearing, including any prehearing matters; and/or
- (D) Enter orders; and/or
- (E) Make or receive offers of settlement, stipulation, and adjustment.

6.1.2 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.

6.1.3 The District shall issue a final order within forty-five (45) days:

- (A) After the hearing is concluded, if conducted by the Board; or
- (B) 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
- (C) After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

6.2 Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Sub-section 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:

6.2.1 Adopt a resolution identifying the property to be taken;

6.2.2 If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county, if the taking will occur in an unincorporated area, or of the municipality, if the taking will occur within the municipality.

Chapter 1, Section 6

Specific Authority: 190.011(5), 190.011(15)
Law Implemented: 190.011(11)

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 set of 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.

7.1 **Definitions.**

7.1.1 **“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 map-maker, in connection with the firm's or individual's professional employment or practice.

7.1.2 **“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.

7.1.3 **“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.

7.1.4 **“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.

7.2 **Qualifying Requirements.** In order to be eligible to submit a bid or proposal, a firm or an individual, at the time of receipt of its bid, must:

- (A) Hold all required applicable state professional licenses in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (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; and
- (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 these Rules may be submitted with the bid, if requested by the District.

7.3 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.

7.4 Competitive Selection.

7.4.1 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:

- (A) The ability and adequacy of the professional personnel employed by each firm; and
- (B) Each firm's past performance for the District in other professional employment settings; and
- (C) The willingness of each firm to meet time and budget requirements; and
- (D) The geographic location of each firm's headquarters or office in relation to the project; and
- (E) The recent, current, and projected workloads of each firm; and
- (F) The volume of work previously awarded to each firm; and
- (G) Whether a firm is a certified minority business enterprise.

7.4.2 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.

7.4.3 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.

7.5 Competitive Negotiation.

- 7.5.1** 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.
- 7.5.2** 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”.
- 7.5.3** 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.
- 7.5.4** 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.
- 7.5.5** 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.
- 7.6 Continuing Contract.** Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- 7.7 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.

Chapter 1, Section 7

Specific Authority: 190.011(5)
Law Implemented: 190.011(3), 287.055, 190.033

8. PURCHASE OF GOODS, SUPPLIES, OR MATERIALS

8.1 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.

8.2 Definitions.

8.2.1 “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.

8.2.2 “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.

8.2.3 “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.

8.2.4 “Lowest Responsible Bid/Proposal” means that, in the sole discretion of the Board, the bid or proposal:

- (A) Has been 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; and
- (B) Is responsive to the invitation to bid or request for proposal as determined by the Board; and
- (C) Provides the lowest cost to the District.

Bids may not be modified after opening. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board.

8.2.5 “Goods, Supplies, and Materials” which are procured by the District do not include printing, insurance, advertising, or legal notices.

8.2.6 “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.

8.2.7 “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.

- 8.3 Procedure.** When a purchase of goods, supplies, or materials is within the scope of this Rule, the following is appropriate:
- 8.3.1** The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.
 - 8.3.2** 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.
 - 8.3.3** 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.
 - 8.3.4** 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.
 - 8.3.5** 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.
 - 8.3.6** 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.
 - 8.3.7** 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.
 - 8.3.8** 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.

Chapter 1, Section 8

Specific Authority: 190.011(5)
 Law Implemented: 190.033

9. CONTRACTS FOR CONSTRUCTION OF AUTHORIZED PROJECT

9.1 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.

9.2 Procedure.

9.2.1 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.

9.2.2 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.

9.2.3 To be eligible to submit a bid or proposal, a firm or an individual, at the time of receipt of its bid or proposal, must:

- (A) Hold all required applicable state professional licenses in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (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; and
- (D) 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.

9.2.4 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.

9.2.5 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.

9.2.6 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:

- (A) The ability and adequacy of the professional personnel employed by each bidder or proposer; and
- (B) The past performance of each bidder or proposer for the District and in other professional employment settings; and
- (C) The willingness of each bidder or proposer to meet time and budget requirements; and
- (D) The geographic location of each bidder or proposer's headquarters or office in relation to the project; and
- (E) The recent, current, and projected workloads of the bidder or proposer; and
- (F) The volume of work previously awarded to each bidder or proposer; and
- (G) Whether the cost components of each bid or proposal are appropriately balanced; and
- (H) Whether a bidder or proposer is a certified minority business enterprise.

9.2.7 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.

9.2.8 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.

Chapter 1, Section 9

Specific Authority: 190.011(5)
Law Implemented: 190.033, 255.0525

10. CONTRACTS FOR MAINTENANCE SERVICES

10.1 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 sub-section 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.

10.2 Procedure.

10.2.1 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.

10.2.2 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.

10.2.3 In order to be eligible to submit a bid or proposal, a firm or individual, at the time of receipt of its bid or proposal, must:

- (A) hold the required applicable state professional license in good standing; and
- (B) hold all required applicable federal licenses in good standing, if any; and
- (C) 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; and
- (D) 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.

10.2.4 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.

10.2.5 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.

10.2.6 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:

- (A) The ability and adequacy of the professional personnel employed by each bidder or proposer; and

- (B) The past performance of each bidder or proposer for the District and in other professional employment settings; and
- (C) The willingness of each bidder or proposer to meet time and budget requirements; and
- (D) The geographic location of each bidder or proposer’s headquarters or office in relation to the project; and
- (E) The recent, current, and projected workloads of the bidder or proposer; and
- (F) The volume of work previously awarded to each bidder or proposer; and
- (G) Whether the cost components of each bid or proposal are appropriately balanced; and
- (H) Whether a bidder or proposer is a certified minority business enterprise.

10.2.7 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.

10.2.8 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.

Chapter 1, Section 10

Specific Authority: 190.011(5)
 Law Implemented: 190.033

11. DESIGN-BUILD CONTRACT COMPETITIVE PROPOSAL SELECTION PROCESS

11.1 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:

11.2 Procedure.

11.2.1 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 pursuant to **Section 7**, "Procedure Under Consultants' Competitive Negotiations Act".

11.2.2 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.

11.2.3 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.

11.2.4 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, at the time of receipt of its proposals, must:
 - (A) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(n), Florida Statutes, and
 - (B) Hold a current and active federal license in good standing, if any; and
 - (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; and

(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.

- 11.2.5** 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.
- 11.2.6** 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.
- 11.2.7** After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 11.2.8** 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.
- 11.3 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.

Chapter 1, Section 11

Specific Authority: 190.011(5)
Law Implemented: 190.033, 255.20

12. PURCHASE OF INSURANCE

12.1 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.

12.2 Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

12.2.1 The Board shall cause to be prepared a Notice of Invitation to Bid.

12.2.2 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.

12.2.3 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.

12.2.4 Bids shall be opened at the time and place noted on the Invitation to Bid.

12.2.5 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.

12.2.6 The Board has the right to reject any and all bids, and such reservations shall be included in all solicitations and advertisements.

12.2.7 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.

12.2.8 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.

Chapter 1, Section 12

Specific Authority: 190.011(5)
Law Implemented: 112.08

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 7 or 11** shall be in accordance with this **Section 13**.

- 13.1 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.”
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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 6**.

Chapter 1, Section 13

Specific Authority: 120.57(3), 190.011(5)
Law Implemented: 120.57(3), 190.033

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 8, 9, 10, or 11** shall be in accordance with this **Section 14**.

- 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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 6**.

Chapter 1, Section 14

Specific Authority: 190.011(5)
Law Implemented: 190.033

Harmony CDD

SPEAKING REQUEST FORM

Name: _____
(please print clearly)

Address: _____

The Agenda item that I wish to speak to:

- Audience Comments
- Other Agenda Item [number _____]

My written comments:

(continue on reverse side if needed)

- *If you desire to speak on more than one topic, please complete a separate form for each topic.*
- *Please limit your comments to three minutes.*
- *Groups should designate a spokesperson to avoid duplication of comments on similar issues.*
- *The Public Comment Period is for comments, not for debate or dialogue with the Board.*
- *Comments should be directed to issues rather than the Board or an individual Board member.*

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Harmony CDD

Rules & Policies (2015)

Chapter 1, Amendment 1

Full Disclosure of Public Financing

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1, AMENDMENT 1

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PART I: GENERAL MATTERS INCLUDING DEFINITIONS

1. **Introduction.** In matters of finance, the District is subject to Florida Statutes; principal among which are Chapters 120 and 190. These documents, along with information on all aspects of public financing, are available on the official website for the Florida Legislature, www.leg.state.fl.us/statutes/ or via **related**-links on the District’s website, www.HarmonyCDD.org/related-links.
2. **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.
3. **Definitions.**
 - 3.1 “**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.
 - 3.2 “**Continuing full disclosure**” means full disclosure no less frequently than annually or as major, relevant, and material information changes.
 - 3.3 “**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.
 - 3.4 “**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.
 - 3.5 Definitions of those to whom this disclosure is to be made known:
 - 3.5.1 “**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;
 - 3.5.2 “**Prospective initial purchaser**” is a prospective resident who is ready to and is interested in negotiating for an initial purchase contract to be signed;
 - 3.5.3 “**Parties to a contract**” means those who execute a contract for purchase; and
 - 3.5.4 “**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.

- 3.6 “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-liable and user-based (service charges or fees); the bonds or debt financing, if any, to which these revenues apply to amortize the debt borrowed; the specific 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.
- 3.7 “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.
- 3.8 “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.
- 3.9 “Public Facilities Report”** means the report submitted annually to the Osceola County Board of County Commissioners pursuant to Section 189.415(2), Florida Statutes.
- 4. 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.
- 5. 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.

PART II: SPECIFIC RULE PROCEDURES

- 6. **Determination of What Constitutes Public Financing & 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.
- 7. **Forms Distribution.** 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.
- 8. **Availability of District Public Financing Information to Existing Residents.** All District public financing forms, as defined and determined under this Rule, and as updated, shall be physically available at the District office for inspection under Florida law and electronically available by website when feasible, with published notice of availability made at the end of each District fiscal year, in a newspaper of general circulation in Osceola County, Florida.

Chapter 1, Amendment 1

Specific Authority: 190.012(3), 190.011(5), 190.011(15),
190.009(1), 190.0485

Law Implemented: _____ (?)

Need “Law Implemented” #s to be designated by Lawyer.

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Harmony CDD

Rules & Policies (2015)

Chapter 1, Amendment 2

Vendor Purchase Policy

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1, AMENDMENT 2

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VENDOR PURCHASE POLICY 2

DRAFT

▶ **ADOPTION STATEMENT**

The “Vendor Purchase Policy” of the District, adopted as denoted herein at a properly noticed rulemaking meeting of the Board of Supervisors, is hereby incorporated by reference into the “Rules & Policies” of the Harmony Community Development District, and is designated as **Amendment 2**, “Vendor Purchase Policy”, to **Chapter 1**, “Administrative Rules of Procedure”.

Chapter 1, Amendment 2

Specific Authority: 190.011(5), 190.011(15), 120.54
Law Implemented: 190.007

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, initially adopted by motion of the Board of Supervisors of the Harmony Community Development District at the properly noticed Board meeting of August 31, 2000, is herein properly reduced to writing, as amended, and is forthwith adopted as a Rule of the District as indicated by the Board at the properly noticed meeting on the date denoted below; and as may be further amended and properly adopted as a Rule at a future meeting of the Board.

Date

Gary Moyer, Manager
Harmony Community Development District

AGREED this ____ day of _____, 20____.

Vendor

Harmony CDD

Rules & Policies (2015)

Chapter 3

Facility Usage Rates, Fees, & Charges

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 3

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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 (“CDD” or “District”) owned and maintained facilities. The effect of this Rule is to broaden responsibility for District Recreation Facilities.

2. **NECESSITY**

Fairness in usage and benefits dictates the adoption of a uniform and comprehensive set of rates, fees, and charges applicable to the use of District Recreation Facilities for activities which exceed those of normal usage by Residents of the Harmony community.

3. **AUTHORITY**

Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by resolutions adopted and amended by the Board of Supervisors at publicly noticed meetings, the District may collect Special Event fees necessary for the conduct of District activities and services.

4. **RATES, FEES, AND CHARGES**

4.1 **Non-Resident Membership Fee**

There are currently defined two categories of membership in Harmony: **Resident** and **Non-Resident**. A person who is not a Resident of Harmony may purchase a **Membership** in the District, and thereby gain Resident level access to all District Facilities, by making an annual payment of \$1,000 for a family of four, and \$250.00 for each additional person. This fee amount is intended to be equivalent to the non-ad valorem assessments paid by District property owners for similar annual use of District Facilities.

4.2 **Special Event Fee Schedule**

A tabular list of fees and allotted time periods that are applicable to Reserved Use of District Recreation Facilities is contained in **Appendix 1**. For specific rules regarding a particular type of Special Event Reservation, refer to **Chapter 4, Sections 8 and 9**.

4.3 **Special Event General Provisions**

4.3.1 The fees of **Section 4.2** are applicable to group and individual users of District Recreation Facilities, including but not limited to the following:

- (A) For-profit and non-profit organizations;
- (B) Individuals who do not currently possess a valid photo ID Access Card, pursuant to the conditions and procedures of **Chapter 4, Section 3**;
- (C) Any Resident who reserves a facility while acting on behalf of a for-profit business or a non-profit organization.
- (D) Any Resident who exceeds his or her allotment of free reservations for any given facility, per **Section 4.3.4**.

- 4.3.3 Maximum reserved-use times include setup and takedown time. Failure to vacate the premises more than fifteen (15) minutes after the maximum time allowed may result in loss of the security deposit.
- 4.3.2 All Special Event reservations require a security deposit of \$250, in addition to all fees designated in the Fee Schedule of **Section 4.2**.
- 4.3.4 Residents are permitted two (2) free (exclusive of the security deposit) reservations per year per facility, which are time-bounded per **Section 4.2**.
- 4.3.5 Reserved use of District Sport Facilities (SVB fields and courts) by non-resident organizations shall, in the aggregate, not exceed more than three (3) days per week.
- 4.3.6 Exclusive reserved usage of the entire area of a District Swimming Pool Facility is prohibited. Holders of valid photo ID Access Cards shall, at all times, have access to the pool areas during normal operating hours.
- 4.3.7 Rental of the Buck Lake Fishing Piers only applies to the pier on the west side of the Buck Lake Boat Dock structure and the two walking path piers.
- 4.3.8 Once a Reservation is accepted and scheduled, all usage fees assessed per **Section 4.2** are non-refundable (the security deposit of **Section 4.3.1** is refundable).

4.4 Waivers and Reductions of Fees

The District reserves the right to waive or reduce reservation fees and/or deposits on a case-by-case basis, and shall accomplish this by a motion of the Board of Supervisors at a publicly advertised meeting.

Chapter 3

Specific Authority: 190.035, 190.011(5), 120.54

Law Implemented: 190.035, 190.011(5) (#?)

Need Lawyer to opine as to whether "Law Implemented" and "Specific Authority" #s being identical is acceptable.

**SPECIAL EVENT
TABULAR SCHEDULE OF FEES**

{For Reserved Use of District Facilities}

(1)	Soccer/Volleyball/Basketball ("SVB") Fields & Courts	\$5 per hour
(2)	Swim Club and Ashley Park Pools Reserved Patio Areas	\$100 for up to four (4) hours maximum
(3)	Buck Lake Pavilion	\$60 for up to four (4) hours maximum
(4)	Buck Lake Fishing Pier, Boardwalk, and Observation Deck	\$40 for up to two (2) hours maximum
(5)	Town Square	\$250 for up to six (6) hours maximum

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Harmony CDD

Rules & Policies (2015)

Chapter 4

Parks & Recreation Facilities Rules

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

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1. DEFINITIONS

1.1 **General Use**

Any use of any of the District maintained Recreation Facilities defined in **Section 1.8**.

1.2 **Special Event**

Any ²**Event** held on District Property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of said Property. Examples of special events are available in **Section 8.3**.

1.3 **Organizer**

The individual, entity, organization, or company in charge of an 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 (or “**CDD**”).

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@harmonyvdd.org.

1.7 **District Manager**

The person or entity employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

1.8 **District Recreation Facilities**

The Parks and Recreation Facilities maintained by the District, which include but are not limited to those defined in **Sections 1.9, 1.10, and 1.11**, as set forth on the **Appendix 1** maps (which are available on the District website at: HarmonyCDD.org/Other-Index/Maps).

1.9 **District Swimming Pool Facilities**

The District maintained Swimming Facilities, as set forth on the **Appendix 1** maps (which are available on the District website at HarmonyCDD.org/Other-Index/Maps), and as may be updated from time to time.

1.10 **District Buck Lake Dock and Boat Facilities**

The Dock and Boat Recreational Facilities maintained by the District on the shore of Buck Lake and set forth in the **Appendix 1** maps.

1.11 **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 **Appendix 1** maps.

²The terms “**Special Event**” and “**Event**” are used interchangeably throughout this document to refer to such Special Events as defined in **Section 1.2**.

1.12 District Resident includes:

- (1) A Property Owner who currently resides in his or her home within the boundary of the District;
- (2) A Property Owner who has elected to declare residency outside the 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;
- (3) A Renter occupying a residence inside the boundaries of the District; and
- (4) The 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 Patron to participate in the use of the District 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 who has been designated as a Guardian for one or more District Resident children who are under the age of fourteen (14); as evidenced by an executed and notarized Guardianship Power of Attorney form.

2. USAGE RESTRICTIONS

2.1 General Policies

- 2.1.1** Parking is prohibited in any non-designated parking area.
- 2.1.2** Swimming is prohibited in all District-maintained ponds.
- 2.1.3** No watercraft of any kind is allowed in any of the District-maintained ponds.
- 2.1.4** Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted only during the hours denoted in **Section 2.1.6**.
- 2.1.5** It is requested that anyone wishing to access a pond either walk or ride a bicycle; and that anyone who does access a pond be respectful of adjacent resident homes.
- 2.1.6** General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.
- 2.1.7** Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of **Sections 2.2 and 2.3 and/or imposition of the usage penalties set forth in Section 2.4**.

2.2 Violation and Reporting

Unauthorized use of District Facilities will result in, as a minimum, 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.

2.3 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.

2.4 Suspension of Access Privileges

Facility access privileges may be suspended and all photo ID Access Cards of an entire family deactivated for misuse/abuse of any District Facility, not following these Rules, and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.). At the discretion of the District Manager, photo ID Access Cards of the offending parties may be deactivated for up to 180 days, and all others within the family may be deactivated for up to 90 days.

3. PHOTO ID ACCESS CARDS

3.1 In order to use the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities, each user must follow the provisions of **Sections 4 and 5**, and must be in possession of a photo ID Access Card; which is obtained by completing a Harmony CDD Access Card Registration Form; which is available in Appendix 2 and on the District website at: HarmonyCDD.org/Access-Card-Registration-Form.pdf.

3.1.1 Resident Owners in Harmony shall be entitled to one photo ID Access Card per resident at no charge so long as the resident is authorized pursuant to these rules to utilize the facilities.

3.1.2 Resident Renters shall pay \$10 per person for a photo ID Access Card, and \$10.00 for an Access Card renewal upon the start of each successive lease renewal period.

3.1.3 A Resident Renter on a month-to-month lease, after an initial six (6) month term, may receive a photo ID Access Cards valid for 90 days for a single \$10.00 fee.

3.1.4 Replacement photo ID Access Cards (for an Owner or a Renter) are \$10.00 each.

3.1.5 Proof of Personal Identity, plus Proof of either home-Ownership or Renter-status within Harmony, must be provided in order to receive a photo ID Access Card.

3.1.5.1 **Proof of Personal Identity**, for either an Owner or a Renter, shall require identification in a verifiable form such as, but not limited to, a Passport, a Driver License, or agovernment-issued Identification Card (military, state, et al) which contains both the full name of the individual and a full face photograph.

3.1.5.2 **Proof of Ownership** within the District shall require at least one of the items below:



- (A) Purchase Closing Statement with name of Homeowner denoting proof of address within the boundaries of the District; or
- (B) Tax Notice with name of Homeowner denoting proof of address within the boundaries of the District; or
- (C) Other suitable proof of home-Ownership.

3.1.1.2 **Proof of Renter-Status** within the District shall require

- (1) A signed memo (any format) from the property owner stating that owner's right to an access card for said rental property is relinquished to the Renter;
- (2) A copy of the Renter Lease Agreement showing the name of the Renter denoting proof of address within the District;
- (3) And, at least one of the items below:
 - (A) Current utility bill with name of Renter denoting proof of address within the boundaries of the District; or
 - (B) Current phone bill with name of Renter denoting proof of address within the boundaries of the District; or
 - (C) Other suitable proof of Renter-status.

- 3.2** The District Manager shall have the discretion to determine whether proof of Ownership or Renter-status has been met.
- 3.3** A person who is acting as Child Guardian for one or more Families at any given time may be issued one (1) Restricted (see conditions set forth in **Sections 3.3.2 thru 3.3.5**) photo ID Access Card upon payment of a non-refundable fee of \$10.00.
- 3.3.1** An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) for whom a Child Guardian will be responsible must be provided to the District before a photo ID Access Card can be issued.
- 3.3.2** A photo ID Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance, and shall be subject to the suspension provisions of **Section 2.4**.
- 3.3.3** A Child Guardian who is being issued a photo ID Access Card must be at least eighteen (18) years of age.
- 3.3.4** Child Guardians shall be permitted access to the District Buck Lake Dock and Boat Facilities and the District Swimming Pool Facilities only while accompanied by one or more of the children for whom they are acting as Guardian.
- 3.3.5** Child Guardians shall not be permitted, at any time, to bring Guests to the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities.
- 3.4** A person who neither resides nor owns property within the boundaries of the District, and is not otherwise a qualifying Member of the CDD, may purchase a membership in the District and secure a photo ID Access Card for use of all District Recreational Facilities – including Buck Lake, Swimming, Playground, Bike Trail, and Pond facilities – by making a per-year payment of \$1,000 for a family of four, and \$250.00 for each additional person; pursuant to District Rules, **Chapter 3, Section 4.1**, “Non-Resident Membership Fee” for use of District Recreation Facilities.

4. USE OF 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. A pool user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District. A pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible; and, if a pool user is aware of such unusual incident or hazardous condition, said pool user agrees to refrain from use of the District Swimming Pool Facility. A 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 and seasonally adjusted.
- 4.3 The District Swimming Pool Facilities are open to Residents, as defined in **Section 1.12**, and others who have registered with the District and obtained a valid photo ID Access Card.
- 4.4 Children who are fifteen (15) years of age or younger must be under adult supervision to use the District Swimming Pool Facilities.
- 4.5 All users must use their personalized photo ID Access Cards 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 Any person utilizing a District Swimming Pool Facility in such a wonton, careless, or willful manner as could cause harm either to the facility or other patrons is subject to the suspension penalty provisions of **Section 2.4**. 
- 4.7 Any person utilizing a District Swimming Pool Facility when that Facility is closed is subject to deactivation of his or her photo ID Access Card (per **Section 2.4**), and/or a charge of Trespass (per **Section 2.2**). 
- 4.8 No alcoholic beverages are permitted in or around the District Swimming Pool Facilities.
- 4.9 Smoking is not permitted at any time within the District Swimming Pool Facilities.
- 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 said 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 who are twelve (12) years of age or older with a valid photo ID Access Card. Children who are eleven (11) years of age or younger 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 owned by the District.

5.3 Incident Reporting

A 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. A boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

5.4 Final Authority

A District Dock Master is the final authority on daily boat operations. Users must adhere to the judgment a Dock Master regarding lake access or whether 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 a boat, said 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 Boat Usage Orientation

Prior to boat usage, a potential boat user must undergo an orientation session with a Dock Master concerning the operation and use of all equipment relevant to the boat of interest.

5.7 Contracts for Execution Prior to Use of District Boats

Prior to boat use, each potential user must acknowledge and agree to the Harmony CDD "Boat-Use Agreement", as attached hereto (**Appendix 4**) and incorporated by reference, with provisions thereof incorporated herein, and with each potential user of District Buck Lake Dock and Boat Facilities being subject to such provisions, and to District Rules.

5.8 Boat User Responsibilities

5.8.1 A boat user assumes full responsibility and liability for any and all damages that are incurred to a District boat while the boat is in the user's care and custody.

5.8.2 A boat user who causes damage to a District boat and fails to pay an invoice for damages assessed per **Section 5.9.4** within thirty (30) days shall be denied future access to District boats until the damage assessment is paid; and may be subject to further legal recovery action if the issue remains unresolved for ninety (90) days.

5.8.3 All boat users 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 offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.

5.9 Boat Inspections

5.9.1 Prior to departure, a Dock Master and potential boat user must inspect each boat 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 composite Boat-Use Agreement and Boat Inspection Sheet may be accessed by logging into the user's account on the District's secure Boat Reservation System (via this website link: <https://www.HarmonyCDD.org/Boat-Reservation>).

5.9.2 Upon inspection, if a potential boat user finds evidence of damage to a District boat, the user shall make known the damage to a Dock Master, who must report the information to the District Manager.

5.9.3 Upon discovery, at any time, of damage to a boat by a boat user, the user must refrain from using the boat until further notification from the District Manager.

5.9.4 Upon return, or as close to the end of boat usage as is reasonable, a Dock Master will:

- (A) Inspect a boat for damage; and
- (B) Assess any damages to the boat; and
- (C) Report the inspection findings and make a recommendation to the District Manager.

Subsequently, the District Manager will, as necessary, invoice the boat user for the cost of any assessed damages.

5.10 Boating Laws

All persons must obey all federal, state, and local boating laws while using District boats.

5.11 Animals Prohibited

5.11.1 Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft.

5.11.2 Disabled individuals may, however, bring one service dog to the Park for assistance, provided that:

- (A) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; and
- (B) The dog is kept under control on a leash at ALL times; and
- (C) 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 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 SVB Facilities is subject to Special Event fees and charges, as set forth in **Sections 9.6 and 9.7**.
- 6.1.2** Users must follow the procedure set forth in **Section 8.1** to reserve an SVB Facility for a “Special Event”, as that term is defined therein. Users wishing to reserve any of the SVB Facilities for an Event must provide a Security Deposit, as set forth in **Section 9.7**.
- 6.1.3** 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 offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.
- 6.1.4** Use of the SVB Facilities is permitted only during the hours of operation set forth in **Section 2.1.6**, which allows for seasonal adjustment.
- 6.1.5** Any person using an SVB Facility outside hours of operation may be suspended indefinitely from using all of the facilities, per provisions of **Section 2.4**.
- 6.1.6** No alcohol, tobacco, or glass containers are permitted on the premises of any SVB Facility shown on the **Appendix 1** maps during any scheduled Event.
- 6.1.7** Golf or other activities that may cause damage to the Soccer and/or Volleyball Facilities are prohibited.
- 6.1.8** Scaling, jumping, or climbing upon any SVB Facility equipment or structures is not permitted.
- 6.1.9** All users of the SVB Facilities must follow instructions given by District staff members. Violators are subject to ejection and suspension from the facilities, per provisions of **Section 2.4**.

6.2 Waiver of Liability, Indemnification

Users of the SVB Facilities expressly undertake (as set forth in **Section 9.8**) to indemnify and hold harmless the District from all liability and/or injury, loss, or damages arising out of the 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 prior written consent of the District. The District or its designee may inspect the subject premises at any time, as set forth in **Section 9.2**.

6.4 Participants and Attendees

A user organizing activities 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 organizing user is responsible for any and all damages to buildings, grounds, fields, and equipment caused by participants and attendees. If the organizing user's activity on 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 user's event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex 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 Residents, their Guests, and annual Pass Holders.

7.2 User Responsibilities

7.2.1 For the safety of all persons and dogs, all users of the Harmony Dog Parks must exercise vigilance and strict adherence to the District Rules, as set forth herein.

7.2.2 Violators may have their access to the District Dog Parks restricted, be charged with trespassing, or both.

7.2.3 Users of the District Dog Parks do so at their own risk.

7.2.4 Users must apply common sense rules when approaching or otherwise interacting with an unknown dog. Neither the Harmony CDD, the Harmony community **at large, the Harmony Developer**, nor any affiliated boards, employees, or consultants shall be liable for any injury nor any damage sustained while using the dog parks.

7.3 General Policies

7.3.1 No animals other than dogs are allowed in the Harmony Dog Parks. The off-leash areas of the dog parks are for the exclusive use of dogs, their handlers, and those accompanying them. No other use is permitted.

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. For the convenience of dog owners and dog park users, pot stations and waste receptacles are available in the dog parks and throughout the Harmony community.

7.3.4 Dogs must be on leashes while entering or exiting a dog park. Handlers must, at all times, have possession of the leashes on their dogs.

7.3.5 Dogs must, at all times, be within view of their handler and under control of their handler.

7.3.6 Handlers acting alone must be sixteen (16) years of age or older.

7.3.7 The maximum number of dogs per handler is two (2).

7.3.8 No unvaccinated dogs are permitted in an off-leash dog park area.

7.3.9 No female dog in heat is allowed inside, or in close proximity to any dog entering or exiting, an off-leash dog park area.

7.3.10 Dogs must be removed from a dog park at the first sign of aggression. No spiked collars are permitted.

- 7.3.11** 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.
- 7.3.12** Children younger than twelve (12) years of age must be supervised by an adult while within the confines of an off-leash dog park.
- 7.3.13** No smoking, alcoholic beverage, or glass container of any kind is permitted in an off-leash dog park area.
- 7.3.14** No food is permitted in an off-leash dog park area, except for training treats.
- 7.3.15** Hanging objects of any kind on the fences surrounding or any structure within a dog park 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.” Event Organizers must submit a Harmony CDD Parks and Recreation Facility Usage Application to the District Manager no later than fifteen (15) calendar days prior to the Event. Copies of the forms for individuals and organizations are available in **Appendix 3**, and on the District website:

- Individual .. **[HarmonyCDD.org/Facility-Reservation-Form_Individual.pdf](https://www.harmonyCDD.org/Facility-Reservation-Form_Individual.pdf)**;
- Corporate ... **[HarmonyCDD.org/Facility-Reservation-Form_Corporate.pdf](https://www.harmonyCDD.org/Facility-Reservation-Form_Corporate.pdf)**.

In case of a date conflict, the Event Organizer will be notified by the District Manager after the Facility Usage Application has been received and reviewed.

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.

8.3 Event Examples

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.

Typical Events:

- | | |
|---|--------------------------------|
| ▪ Birthday Parties | ▪ Dog Shows or other pet shows |
| ▪ Anniversary Parties | ▪ Magic Shows |
| ▪ Wedding, Graduation, and other receptions | ▪ Garage Sales |
| ▪ Instructional Classes | ▪ Concerts |
| ▪ Plays / Musicals | ▪ Dances |
| ▪ Club Activities | ▪ Auctions |
| ▪ Registrations | ▪ Athletic Events |
| ▪ Walk-a-thons | ▪ Political Events |
| ▪ Beauty Pageants | ▪ Religious Events |

8.4 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:

- 8.4.1** Time of the performance or function and the duration of the Special Event.
- 8.4.2** Any disruption of the normal use of District Recreation Facilities.
- 8.4.3** Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.
- 8.4.4** Whether the Special Event is consistent with Harmony’s Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

8.5 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:

8.5.1 Payment of Fees

Event Organizer must pay all applicable 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 assessed fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date.

8.5.2 Fee Schedule

The fee(s) that an Event Organizer may be required to pay are assigned pursuant to the schedule set forth in **Chapter 3, Section 4.2**, "Special Event Fee Schedule", as adopted by the Board and assessed by the District Manager.

8.5.3 Event Map/ Layout

A physical layout of the Event site, including parking and traffic flow and the location of any tents, stands, or other temporary structures, must be provided.

8.5.4 Event Agenda

A listing, with times, of all functions associated with an Event must be provided.

8.5.5 Vendor/Supplier List

The names, addresses, and phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at an Event must be provided.

8.5.6 Logistical Schedule of Event

The timing, personnel, and organizations that will be involved with the deliveries, setup, and cleanup of an Event must be clearly denoted.

8.5.7 Tent Permits/Fire Retardant Certificates

A tent permit can be obtained through the County Zoning and Code Enforcement Department. A tent structure covering an area of 100 square feet or greater must have a permit. To receive a permit, a map showing the location of all tents must be submitted and approved by the District. Proof of a fire retardant certificate for each tent is required. For details on these matters, contact the County Zoning and Code Enforcement Office at the address provided on Event Application Form.

8.5.8 County Alcohol Permit

Approval of a County Alcohol Permit Application must be secured. For details on how this is done, contact the County Parks and Recreation Department at the address provided on the Event Application Form.

8.5.9 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 a 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 a 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/banners must be erected and dismantled at the Organizer's expense. This provision does not automatically authorize the placement of any specific sign and/or banner, and such placement shall be subject to any existing District Resolution/Rule or County Ordinance which regulates the placement of signs and/or banners. 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 Collection Authority

Pursuant to the authority in Section 190.011 (10), Florida Statutes, and as may be provided by District resolutions adopted by the Board of Supervisors at publicly advertised meetings, the District may collect Special Event fees and/or charges as necessary for the conduct of District activities and services, per the schedule set forth in District Rules **Chapter 3**, "Facility Usage 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, which is denoted on the Event Application Form.

9.7 Security Deposit

9.7.1 For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$250.00 at the time the Organizer schedules the Event with the District Manager.

9.7.2 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 District property and apply the security deposit to the charge.

9.7.3 If damage to the District property is less than the security deposit, the excess amount from the deposit shall be returned to the Event Organizer. If damage to District property exceeds the security deposit, the Event Organizer shall be charged for the excess property damage. All damage charges must be paid to the District no later than **fifteen (15) days** after invoice date.

9.8 Indemnification and Hold Harmless

9.8.1 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.

9.8.2 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.

³As used *herein*, the phrase “**indemnify**” shall mean “to restore the victim of a loss, in whole or in part, by payment, repair, or replacement.” re Black’s Law Dictionary 769 (6th ed. 1990).

⁴As used *herein*, the phrase “**hold harmless**” shall mean that the Organizer “assumes the liability inherent in a situation, thereby relieving the [District] of responsibility.”

9.8.3 The state, agencies of the state, and sub-divisions of the state shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

9.8.4 None of the indemnification or insurance requirements referenced in this Policy or in the Event Application 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 to the District Manager proof of liability insurance, identifying the District as “**Additionally Insured**” for the date of the Special Event; with the “**Additionally Insured**” declaration in said policy reading as follows: **Harmony Community Development District**. This name and the District’s address, as listed in **Section 1.6**, must be on all Certificates of Insurance.

9.9.2 Insurance shall be provided, at the discretion of the District Manager, for any Event 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.

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. Any organization or individual having an insurance related question is encouraged to contact the District Manager at the District Office.

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. 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).
- 4. Workers Compensation** will be required if employees are hired for the Event, according to Florida State Statutes.

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.

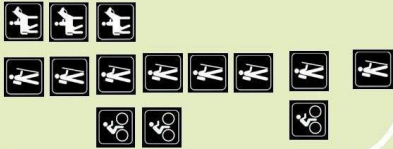
The District has taken all readily achievable measures to ensure that all District Facilities comply with the Americans with Disabilities Act (ADA).

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, ANY PERSON IN NEED OF SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES MAY CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN **SECTION 1.6**.

HARMONY TRAILS



Allowed Users



- Jug Creek Trail
- Cat Meadow Link
- Billy's Trail
- Butterfly Trail
- Quail Trail
- Rabbit Run
- White Trails to Billy's Trail & Cat Lake Landing
- Lookout Bridge Path

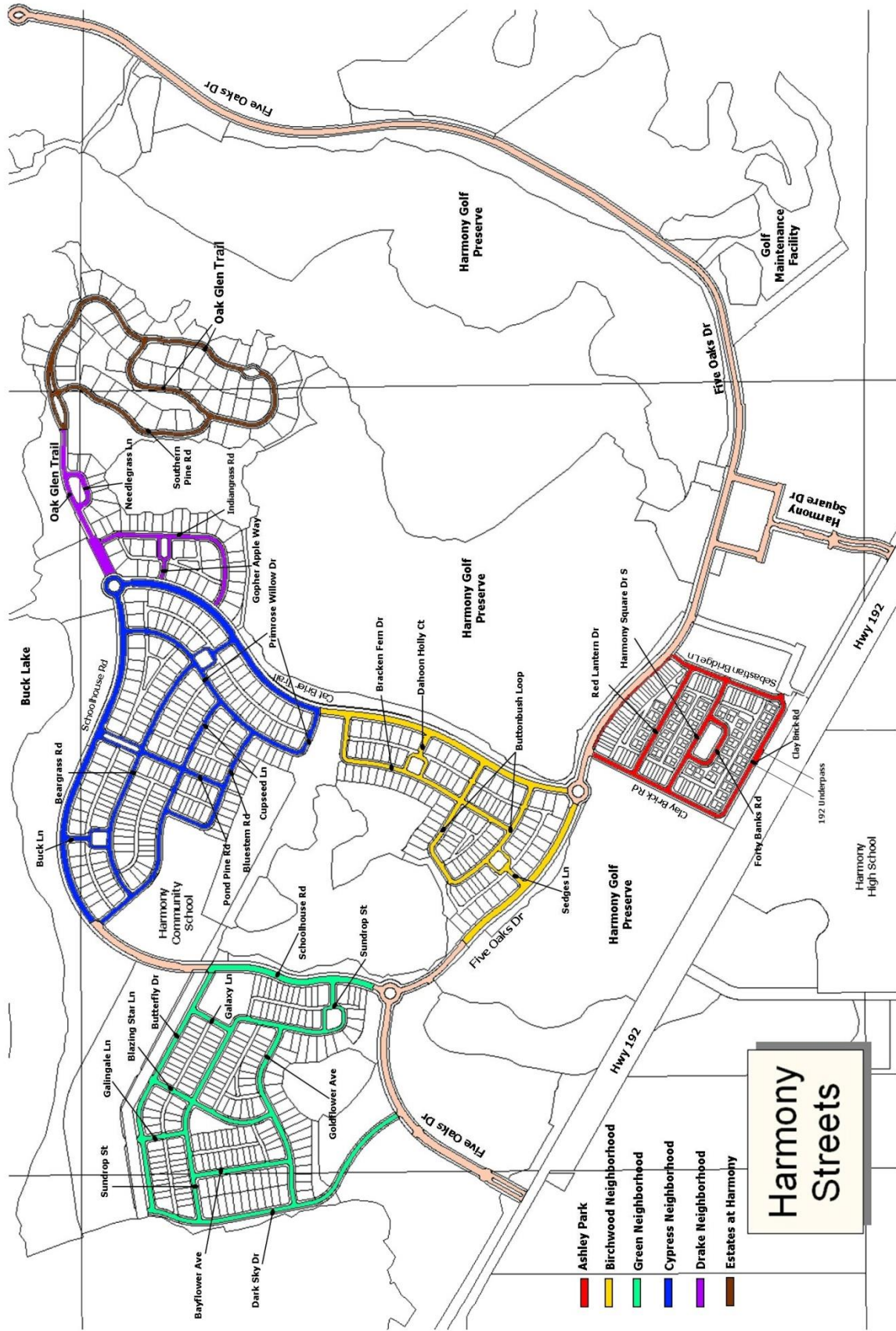
Trail Etiquette

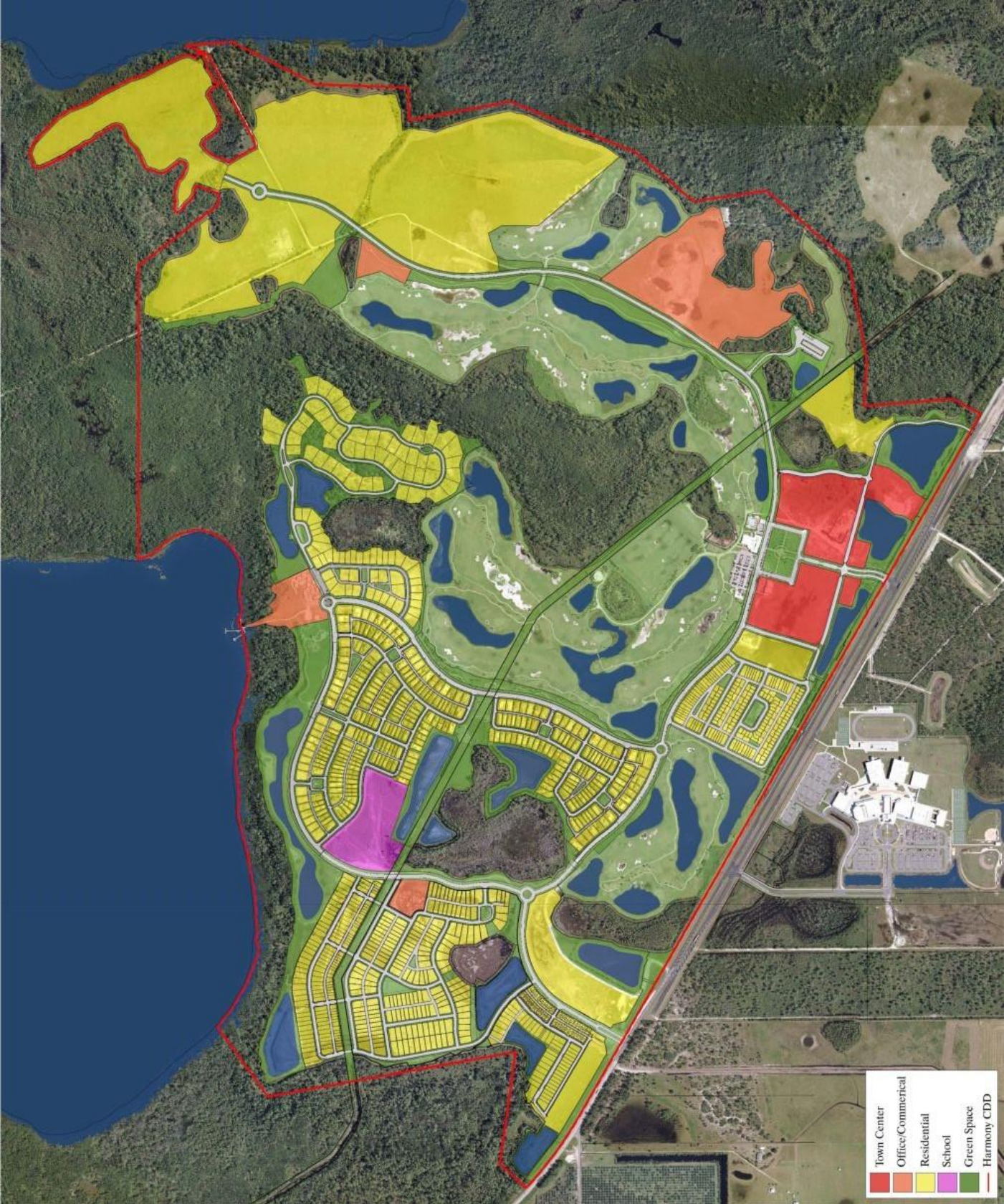
- Cyclists yield to horses & hikers, all yield to horses
- Step to the side to let others pass
- Keep the trail clean
- Carry your trash out
- Keep animals under control
- Dogs welcome, but keep pets on a short leash
- Trail passes through cattle pasture
- Close and latch all gates
- Do not feed wildlife
- Enjoy animals from a distance

Equestrians

- Horse riding limited to Harmony residents and accompanied guests
- Please register at the Sales & Information Gallery
- Signed waiver required
- Protect yourself and others
- Riders of all ages to wear a helmet
- Do not wear headphones on the trail









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To Facilitate Double-Sided Printing.

HARMONY CDD

Access Card Registration Form

NAMES OF RESIDENTS: *(Please designate ages for children)*

_____	_____
_____	_____
_____	_____
_____	_____

ADDRESS: _____

Owner **Renter, Lease Expiration Date:** _____

TELEPHONE: _____ **EMAIL:** _____

*Initial access cards are free to all resident owners 12 years of age and older.
 Residents who rent a home in Harmony are required to pay a fee of \$10.00 per card.
 Replacement cards (for any reason) are \$10 each.*

POOL GUIDELINES: NO NIGHT TIME SWIMMING!

- ▶ Swimming is only permitted during the posted hours of operation.
- ▶ Children 15 years of age and younger must be under adult supervision to use the pool.
- ▶ Residents may bring a maximum of four (4) guests per family to the pool.

BOAT DOCK GUIDELINES:

- ▶ The boat dock facilities are open to residents ages 12 and older with a valid access card. Children ages 11 and younger must be under adult supervision at the boat dock.

RULES:

- ▶ For a complete list of recreational facility rules, please refer to Chapter 4, Harmony CDD Park and Recreation Facility Rules, available on the website: www.HarmonyCDD.org/Public-Records/Rules.

WAIVER: I understand that the Harmony Community Development District (“District”) assumes no responsibility for injuries or illness that I may sustain as a result of my physical condition or resulting from my participation in any activities, sports, use of the pool, use of the boat dock, use of the playgrounds or other activities at any of the District’s recreational facilities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from my participation in the activities. I hereby release and discharge the Harmony Community Development District, its agents, servants and employees from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in these activities. I understand that the Harmony Community Development District is not responsible for personal property lost or stolen while participating at the Harmony boat dock, pools and other recreational facilities.

ACCEPTANCE: I acknowledge the waiver as set forth above and agree to its terms. I have read and agree to abide by the Harmony CDD Park and Recreation Facility Rules. I also understand that I am financially responsible for any damages caused by me or my family members.

Signature of Adult Resident

Date

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

PERSONAL/INDIVIDUAL USE APPLICATION

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

APPLICANT INFORMATION

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____

Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

NOTE: *If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.*

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the Event Organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property, or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

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

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

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

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

Attached: Yes No

CATERING

Will your event require catering? Yes No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

CONTACT INFORMATION

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

Osceola County Zoning and Code Enforcement:

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

Osceola County Parks and Recreation Department:

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

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

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

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

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

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

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- *I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____ Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____ Date: _____

Printed Name: _____

Title: _____

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

ORGANIZATION/COMPANY USE APPLICATION

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

APPLICANT INFORMATION

Name of Entity/Organization/Company: _____

Address: _____

Type of Organization: Non-Profit Commercial Government Private

If Non-Profit, does your organization hold a current 503(c)(3) certificate? Yes No

Contact Person: _____ E-mail: _____

Work Phone: _____ Cell Phone: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____ Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

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Address: _____

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County Waste Management: Phone (407) 847-7370

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

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

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

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- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____ Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____ Date: _____

Printed Name: _____

Title: _____

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Harmony Community Development District
Boat Use Agreement

Name: _____ First Initial of Last Name _____
Address: _____ Driver License # _____

Home Phone: _____ Other Phone: _____

In consideration of the use of Buck Lake Park boats and equipment, I agree to the following terms and conditions:

1. I agree to return the boat and all equipment immediately following the completion of use in as good condition as I received it, but in no event later than the time stated above on such date.
2. The boat and all keys and equipment shall be returned to the Dockmaster, or to a location that the Dockmaster may direct, at the conclusion of my use.
3. I will only use the boat and equipment within the boundaries of Buck Lake Park and agree not to remove the boat or any equipment from Buck Lake Park.
4. I represent that (A) I am familiar with the operation and use of the boat; (B) I have received and I understand any requested instruction on its operation; (C) I can operate and control this boat in accordance with the instructions given to me; and (D) I will not allow operation of the boat by any person other than myself.
5. **I FURTHER AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH THE USE AND OPERATION OF THE BOAT AND EQUIPMENT, including, without limitation, risks involving boat malfunction, falling overboard, changes in weather conditions, conflicts with wildlife or other unforeseeable circumstances. I UNDERSTAND THAT BUCK LAKE PARK IS NOT STAFFED WITH PERSONNEL THAT CAN PROVIDE IMMEDIATE EMERGENCY SUPPORT TO ME OR MY PARTY.**

INITIAL _____

6. I further agree that I am responsible for all applicable federal, state and local boating laws when operating the boat.
7. If the boat exhibits any signs of a malfunction, I agree to return it to the dock immediately to be repaired or replaced.
8. I further agree to pay for any damage sustained by the boat and any equipment loss during the time of my possession, and to pay any damages to the facilities or grounds of Buck Lake Park caused by the use of the boat. I understand that upon completion of repairs I may incur additional charges.

9. I, on behalf of myself and my party, **RELEASE THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP AND THEIR AFFILIATES FROM LIABILITY FOR AND AGREE TO INDEMNIFY THEM AGAINST ALL LOSSES INCURRED AS A RESULT OF (i) the failure of me or any member of my party to fulfill any condition of this Agreement, (ii) injury or property damage (including, without limitation, injury to me or any member of my party) arising out of or in any way connected with the operation of the boat and equipment during my possession of the boat, regardless of whether I was operating the boat at the time of the incident, or (iii) the failure of me or any member of my party to comply with any applicable federal, state or local laws.**

INITIAL

10. **HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLP AND THEIR AFFILIATES, SHALL NOT BE LIABLE for any and all claims for loss, damage or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising from, connected with or resulting from occupancy and use of the reserved boat, WHETHER CAUSED BY NEGLIGENT ACTS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLP AND THEIR AFFILIATES, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE.**

INITIAL

11. I understand that my privilege to use the lake, including, without limitation, the use of the boat and equipment, can be suspended or terminated upon a breach of any term or condition of this Agreement or if I or members of my party fail to adhere to posted rules pertaining to Buck Lake Park.

Signed: _____ Date: _____
Operator

Signed: _____ Date: _____
Parent/Guardian if operator under 21 years

Witness: _____ Date: _____

Witness certifies that the Operator and/or Parent/Guardian of Operator has reviewed each provision contained in this agreement and specifically read, initialed, and agreed to the provisions in bold print above.

**Link to District Boat Reservation System:
[https://www.HarmonyCDD.org/Boat-Reservation.](https://www.HarmonyCDD.org/Boat-Reservation)**

PROLOG: The “Rules” of the Harmony, Florida “Community Development District”, established pursuant to state of Florida Statutes, Chapter 190, consist of the list of Chapters, Amendments, and Appendices tabularized below. The current, most recently approved and published, version of each Chapter of the Harmony CDD Rules & Policies is available on the District website @:
<http://www.harmonyccd.org/public-records/rules>.

HARMONY CDD RULES & POLICIES

TABLE OF CHAPTERS, AMENDMENTS, & APPENDICES

<u>Chapter 1</u>	Administrative Rules of Procedure
<u>Appendix 1</u>	Speaking Request Form
<u>Amendment 1</u>	Full Disclosure of Public Financing
<u>Amendment 2</u>	Vendor Purchase Policy
Amendment 3	{ Not In Use – Rescinded __/__/2015 }
Amendment 4	{ Not In Use – Rescinded __/__/2015 }
Chapter 2	{ Not In Use – Rescinded 03/27/2014 }
<u>Chapter 3</u>	Facility Usage Rates, Fees, & Charges
<u>Appendix 1</u>	Tabular Schedule of Fees
<u>Chapter 4</u>	Parks & Recreation Facilities Rules
<u>Appendix 1</u>	District Facilities Graphics
<u>Appendix 2</u>	Access Card Registration Form
<u>Appendix 3</u>	Facility Usage Application Forms
<u>Appendix 4</u>	District Boat-Use Agreement Form



NOTE: This document is a *Complete DLF Draft* version of *All* the Harmony CDD Rules & Policies. It is the culmination of the 2015 Rules Update work of the District Board of Supervisors. Chapters of these RULES may also be published and referenced individually on the web.

Harmony CDD

Rules & Policies (2015)

Chapter 1

Administrative Rules of Procedure

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1
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LIST OF AMENDMENTS

AMENDMENT 1:	<u>FULL DISCLOSURE OF PUBLIC FINANCING</u>
AMENDMENT 2:	<u>VENDOR PURCHASE POLICY</u>

1. GENERAL OVERVIEW

- 1.1 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 and policies (the “Rules”) is to describe the general operations of the District.
- 1.2 Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Chapter 1, Section 1

Specific Authority: 190.011, 120.53(4)
Law Implemented: 190.011, 120.53(4)

Use two (2) lines in footer, not three (3)!

2. **BOARD OF SUPERVISORS; OFFICERS AND VOTING**

- 2.1 **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.
- 2.2 **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).
- 2.3 **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.
- 2.4 **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.
- 2.4.1 **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.
- 2.4.2 **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.
- 2.4.3 **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.
- 2.4.4 **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.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.8.1** 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.
- 2.8.2** 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.
- 2.8.3** A memorandum submitted by an affected Board member 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.

Chapter 1, Section 2

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)

3. PUBLIC INFORMATION AND INSPECTION OF RECORDS

- 3.1 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.
- 3.2 Hard Copies.** Copies of public records shall be made available to the requesting person at a charge of \$ 0.25 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.

Chapter 1, Section 3

Specific Authority: 190.011(5)
Law Implemented: 190.006(7), 119.07(1)(a), 119.07(1)(b)

ALWAYS start major Sections on a new page.

Even if the preceding Section is short;

AND, do this in ALL Chapters!!!

4. MEETINGS AND WORKSHOPS

4.1 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:

- (1) The date, time, and place of the meeting or workshop;
- (2) A brief description of the nature, subjects, and purposes of the meeting or workshop;
- (3) The address where persons may obtain a copy of the agenda.
- (4) 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.
- (5) 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.

4.2 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.

4.3 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.

4.4 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 Sub-sections (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.

NEVER split a sub-Section "paragraph" across a page boundary!

There are no paragraphs in this document large enough to qualify for exemption to this "rule".

- 4.5 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.
- 4.5.1** Members of the public shall have three (3) minutes to address the Board.
- 4.5.2** 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.
- 4.5.3** Members of the public shall fill out the “Speaking Request Form” prescribed by the Board and incorporated herein by reference (shown in Appendix 1, and available on the District web site via the link: HarmonyCDD.org/Speaking-Request-Form.pdf), 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 himself or herself, or his or her group, on a proposition if he or she so chooses.
- 4.6 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.
- 4.7 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.

Chapter 1, Section 4

Specific Authority: 190.011(5), 120.525, 120.54(5)
Law Implemented: 190.007(1), 190.008, 120.525, 120.54, 286.0114

5. RULEMAKING PROCEEDINGS

5.1 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.

5.2 Notice of Rule Development.

5.2.1 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.

5.2.2 All rules should be drafted in accordance with Chapter 120, Florida Statutes.

5.3 Notice of Proceedings and Proposed Rules.

5.3.1 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 sub-section 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 sub-section (2) appeared.

5.3.2 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.

5.3.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if a 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.

5.8 Rulemaking Proceedings - Hearings. If a 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.

5.9 Request for a Public Hearing.

5.9.1 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.

- 5.9.2** 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.
- 5.9.3** 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.
- 5.10 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
- 5.11 Negotiated Rulemaking.** The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- 5.12 Variances and Waivers.** Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

Chapter 1, Section 5

Specific Authority: 190.011(5), 190.011(15), 120.54, 190.035
 Law Implemented: 120.54, 190.035(2)

6. DECISIONS DETERMINING SUBSTANTIAL INTEREST

6.1 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.

6.1.1 The person conducting the hearing may:

- (A) Administer oaths and affirmations; and/or
- (B) Rule upon offers of proof and receive relevant evidence; and/or
- (C) Regulate the course of the hearing, including any prehearing matters; and/or
- (D) Enter orders; and/or
- (E) Make or receive offers of settlement, stipulation, and adjustment.

6.1.2 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.

6.1.3 The District shall issue a final order within forty-five (45) days:

- (A) After the hearing is concluded, if conducted by the Board; or
- (B) 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
- (C) After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

6.2 Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Sub-section 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:

6.2.1 Adopt a resolution identifying the property to be taken;

6.2.2 If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county, if the taking will occur in an unincorporated area, or of the municipality, if the taking will occur within the municipality.

Chapter 1, Section 6

Specific Authority: 190.011(5), 190.011(15)
Law Implemented: 190.011(11)

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 set of 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.

7.1 Definitions.

7.1.1 “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 map-maker, in connection with the firm's or individual's professional employment or practice.

7.1.2 “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.

7.1.3 “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.

7.1.4 “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.

7.2 Qualifying Requirements. In order to be eligible to submit a bid or proposal, a firm or an individual, at the time of receipt of its bid, must:

- (A) Hold all required applicable state professional licenses in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (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; and
- (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 these Rules may be submitted with the bid, if requested by the District.

7.3 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.

7.4 Competitive Selection.

7.4.1 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:

- (A) The ability and adequacy of the professional personnel employed by each firm; and
- (B) Each firm's past performance for the District in other professional employment settings; and
- (C) The willingness of each firm to meet time and budget requirements; and
- (D) The geographic location of each firm's headquarters or office in relation to the project; and
- (E) The recent, current, and projected workloads of each firm; and
- (F) The volume of work previously awarded to each firm; and
- (G) Whether a firm is a certified minority business enterprise.

7.4.2 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.

7.4.3 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.

7.5 Competitive Negotiation.

- 7.5.1** 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.
- 7.5.2** 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”.
- 7.5.3** 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.
- 7.5.4** 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.
- 7.5.5** 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.
- 7.6 Continuing Contract.** Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- 7.7 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.

Chapter 1, Section 7

Specific Authority: 190.011(5)
Law Implemented: 190.011(3), 287.055, 190.033

8. PURCHASE OF GOODS, SUPPLIES, OR MATERIALS

8.1 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.

8.2 Definitions.

8.2.1 “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.

8.2.2 “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.

8.2.3 “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.

8.2.4 “Lowest Responsible Bid/Proposal” means that, in the sole discretion of the Board, the bid or proposal:

- (A) Has been 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; and
- (B) Is responsive to the invitation to bid or request for proposal as determined by the Board; and
- (C) Provides the lowest cost to the District.

Bids may not be modified after opening. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board.

8.2.5 “Goods, Supplies, and Materials” which are procured by the District do not include printing, insurance, advertising, or legal notices.

8.2.6 “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.

8.2.7 “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.

- 8.3 Procedure.** When a purchase of goods, supplies, or materials is within the scope of this Rule, the following is appropriate:
- 8.3.1** The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.
 - 8.3.2** 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.
 - 8.3.3** 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.
 - 8.3.4** 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.
 - 8.3.5** 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.
 - 8.3.6** 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.
 - 8.3.7** 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.
 - 8.3.8** 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.

Chapter 1, Section 8

Specific Authority: 190.011(5)
 Law Implemented: 190.033

9. CONTRACTS FOR CONSTRUCTION OF AUTHORIZED PROJECT

9.1 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.

9.2 Procedure.

9.2.1 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.

9.2.2 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.

9.2.3 To be eligible to submit a bid or proposal, a firm or an individual, at the time of receipt of its bid or proposal, must:

- (A) Hold all required applicable state professional licenses in good standing; and
- (B) Hold all required applicable federal licenses in good standing, if any; and
- (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; and
- (D) 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.

9.2.4 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.

9.2.5 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.

9.2.6 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:

- (A) The ability and adequacy of the professional personnel employed by each bidder or proposer; and
- (B) The past performance of each bidder or proposer for the District and in other professional employment settings; and
- (C) The willingness of each bidder or proposer to meet time and budget requirements; and
- (D) The geographic location of each bidder or proposer's headquarters or office in relation to the project; and
- (E) The recent, current, and projected workloads of the bidder or proposer; and
- (F) The volume of work previously awarded to each bidder or proposer; and
- (G) Whether the cost components of each bid or proposal are appropriately balanced; and
- (H) Whether a bidder or proposer is a certified minority business enterprise.

9.2.7 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.

9.2.8 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.

Chapter 1, Section 9

Specific Authority: 190.011(5)
Law Implemented: 190.033, 255.0525

10. CONTRACTS FOR MAINTENANCE SERVICES

10.1 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 sub-section 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.

10.2 Procedure.

10.2.1 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.

10.2.2 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.

10.2.3 In order to be eligible to submit a bid or proposal, a firm or individual, at the time of receipt of its bid or proposal, must:

- (A) hold the required applicable state professional license in good standing; and
- (B) hold all required applicable federal licenses in good standing, if any; and
- (C) 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; and
- (D) 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.

10.2.4 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.

10.2.5 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.

10.2.6 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:

- (A) The ability and adequacy of the professional personnel employed by each bidder or proposer; and

- (B) The past performance of each bidder or proposer for the District and in other professional employment settings; and
- (C) The willingness of each bidder or proposer to meet time and budget requirements; and
- (D) The geographic location of each bidder or proposer’s headquarters or office in relation to the project; and
- (E) The recent, current, and projected workloads of the bidder or proposer; and
- (F) The volume of work previously awarded to each bidder or proposer; and
- (G) Whether the cost components of each bid or proposal are appropriately balanced; and
- (H) Whether a bidder or proposer is a certified minority business enterprise.

10.2.7 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.

10.2.8 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.

Chapter 1, Section 10

Specific Authority: 190.011(5)
 Law Implemented: 190.033

11. DESIGN-BUILD CONTRACT COMPETITIVE PROPOSAL SELECTION PROCESS

11.1 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:

11.2 Procedure.

11.2.1 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 pursuant to **Section 7**, "Procedure Under Consultants' Competitive Negotiations Act".

11.2.2 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.

11.2.3 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.

11.2.4 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, at the time of receipt of its proposals, must:
 - (A) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(n), Florida Statutes, and
 - (B) Hold a current and active federal license in good standing, if any; and
 - (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; and

(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.

- 11.2.5** 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.
- 11.2.6** 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.
- 11.2.7** After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 11.2.8** 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.
- 11.3 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.

Chapter 1, Section 11

Specific Authority: 190.011(5)
Law Implemented: 190.033, 255.20

12. PURCHASE OF INSURANCE

12.1 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.

12.2 Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

12.2.1 The Board shall cause to be prepared a Notice of Invitation to Bid.

12.2.2 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.

12.2.3 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.

12.2.4 Bids shall be opened at the time and place noted on the Invitation to Bid.

12.2.5 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.

12.2.6 The Board has the right to reject any and all bids, and such reservations shall be included in all solicitations and advertisements.

12.2.7 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.

12.2.8 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.

Chapter 1, Section 12

Specific Authority: 190.011(5)
Law Implemented: 112.08

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 7 or 11** shall be in accordance with this **Section 13**.

- 13.1 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.”
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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 6**.

Chapter 1, Section 13

Specific Authority: 120.57(3), 190.011(5)
Law Implemented: 120.57(3), 190.033

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 8, 9, 10, or 11** shall be in accordance with this **Section 14**.

- 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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 6**.

Chapter 1, Section 14

Specific Authority: 190.011(5)
Law Implemented: 190.033

Harmony CDD

SPEAKING REQUEST FORM

Name: _____
(please print clearly)

Address: _____

The Agenda item that I wish to speak to:

- Audience Comments
- Other Agenda Item [number _____]

My written comments:

(continue on reverse side if needed)

- *If you desire to speak on more than one topic, please complete a separate form for each topic.*
- *Please limit your comments to three minutes.*
- *Groups should designate a spokesperson to avoid duplication of comments on similar issues.*
- *The Public Comment Period is for comments, not for debate or dialogue with the Board.*
- *Comments should be directed to issues rather than the Board or an individual Board member.*

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Harmony CDD

Rules & Policies (2015)

Chapter 1, Amendment 1

Full Disclosure of Public Financing

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1, AMENDMENT 1

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PART I: GENERAL MATTERS INCLUDING DEFINITIONS

1. **Introduction.** In matters of finance, the District is subject to Florida Statutes; principal among which are Chapters 120 and 190. These documents, along with information on all aspects of public financing, are available on the official website for the Florida Legislature, www.leg.state.fl.us/statutes/ or via **related**-links on the District’s website, www.HarmonyCDD.org/related-links.
2. **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.
3. **Definitions.**
 - 3.1 “**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.
 - 3.2 “**Continuing full disclosure**” means full disclosure no less frequently than annually or as major, relevant, and material information changes.
 - 3.3 “**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.
 - 3.4 “**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.
 - 3.5 Definitions of those to whom this disclosure is to be made known:
 - 3.5.1 “**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;
 - 3.5.2 “**Prospective initial purchaser**” is a prospective resident who is ready to and is interested in negotiating for an initial purchase contract to be signed;
 - 3.5.3 “**Parties to a contract**” means those who execute a contract for purchase; and
 - 3.5.4 “**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.

- 3.6 “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-liable and user-based (service charges or fees); the bonds or debt financing, if any, to which these revenues apply to amortize the debt borrowed; the specific 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.
- 3.7 “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.
- 3.8 “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.
- 3.9 “Public Facilities Report”** means the report submitted annually to the Osceola County Board of County Commissioners pursuant to Section 189.415(2), Florida Statutes.
- 4. 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.
- 5. 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.

PART II: SPECIFIC RULE PROCEDURES

- 6. **Determination of What Constitutes Public Financing & 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.
- 7. **Forms Distribution.** 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.
- 8. **Availability of District Public Financing Information to Existing Residents.** All District public financing forms, as defined and determined under this Rule, and as updated, shall be physically available at the District office for inspection under Florida law and electronically available by website when feasible, with published notice of availability made at the end of each District fiscal year, in a newspaper of general circulation in Osceola County, Florida.

Chapter 1, Amendment 1

Specific Authority: 190.012(3), 190.011(5), 190.011(15),
190.009(1), 190.0485

Law Implemented: _____ (?)

Need “Law Implemented” #s to be designated by Lawyer.

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Harmony CDD

Rules & Policies (2015)

Chapter 1, Amendment 2

Vendor Purchase Policy

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 1, AMENDMENT 2

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VENDOR PURCHASE POLICY 2

DRAFT

▶ **ADOPTION STATEMENT**

The “Vendor Purchase Policy” of the District, adopted as denoted herein at a properly noticed rulemaking meeting of the Board of Supervisors, is hereby incorporated by reference into the “Rules & Policies” of the Harmony Community Development District, and is designated as **Amendment 2**, “Vendor Purchase Policy”, to **Chapter 1**, “Administrative Rules of Procedure”.

Chapter 1, Amendment 2

Specific Authority: 190.011(5), 190.011(15), 120.54
Law Implemented: 190.007

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, initially adopted by motion of the Board of Supervisors of the Harmony Community Development District at the properly noticed Board meeting of August 31, 2000, is herein properly reduced to writing, as amended, and is forthwith adopted as a Rule of the District as indicated by the Board at the properly noticed meeting on the date denoted below; and as may be further amended and properly adopted as a Rule at a future meeting of the Board.

Date

Gary Moyer, Manager
Harmony Community Development District

AGREED this ____ day of _____, 20____.

Vendor

Harmony CDD

Rules & Policies (2015)

Chapter 3

Facility Usage Rates, Fees, & Charges

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

CHAPTER 3

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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 (“CDD” or “District”) owned and maintained facilities. The effect of this Rule is to broaden responsibility for District Recreation Facilities.

2. **NECESSITY**

Fairness in usage and benefits dictates the adoption of a uniform and comprehensive set of rates, fees, and charges applicable to the use of District Recreation Facilities for activities which exceed those of normal usage by Residents of the Harmony community.

3. **AUTHORITY**

Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by resolutions adopted and amended by the Board of Supervisors at publicly noticed meetings, the District may collect Special Event fees necessary for the conduct of District activities and services.

4. **RATES, FEES, AND CHARGES**

4.1 **Non-Resident Membership Fee**

There are currently defined two categories of membership in Harmony: **Resident** and **Non-Resident**. A person who is not a Resident of Harmony may purchase a **Membership** in the District, and thereby gain Resident level access to all District Facilities, by making an annual payment of \$1,000 for a family of four, and \$250.00 for each additional person. This fee amount is intended to be equivalent to the non-ad valorem assessments paid by District property owners for similar annual use of District Facilities.

4.2 **Special Event Fee Schedule**

A tabular list of fees and allotted time periods that are applicable to Reserved Use of District Recreation Facilities is contained in **Appendix 1**. For specific rules regarding a particular type of Special Event Reservation, refer to **Chapter 4, Sections 8 and 9**.

4.3 **Special Event General Provisions**

4.3.1 The fees of **Section 4.2** are applicable to group and individual users of District Recreation Facilities, including but not limited to the following:

- (A) For-profit and non-profit organizations;
- (B) Individuals who do not currently possess a valid photo ID Access Card, pursuant to the conditions and procedures of **Chapter 4, Section 3**;
- (C) Any Resident who reserves a facility while acting on behalf of a for-profit business or a non-profit organization.
- (D) Any Resident who exceeds his or her allotment of free reservations for any given facility, per **Section 4.3.4**.

- 4.3.3 Maximum reserved-use times include setup and takedown time. Failure to vacate the premises more than fifteen (15) minutes after the maximum time allowed may result in loss of the security deposit.
- 4.3.2 All Special Event reservations require a security deposit of \$250, in addition to all fees designated in the Fee Schedule of **Section 4.2**.
- 4.3.4 Residents are permitted two (2) free (exclusive of the security deposit) reservations per year per facility, which are time-bounded per **Section 4.2**.
- 4.3.5 Reserved use of District Sport Facilities (SVB fields and courts) by non-resident organizations shall, in the aggregate, not exceed more than three (3) days per week.
- 4.3.6 Exclusive reserved usage of the entire area of a District Swimming Pool Facility is prohibited. Holders of valid photo ID Access Cards shall, at all times, have access to the pool areas during normal operating hours.
- 4.3.7 Rental of the Buck Lake Fishing Piers only applies to the pier on the west side of the Buck Lake Boat Dock structure and the two walking path piers.
- 4.3.8 Once a Reservation is accepted and scheduled, all usage fees assessed per **Section 4.2** are non-refundable (the security deposit of **Section 4.3.1** is refundable).

4.4 Waivers and Reductions of Fees

The District reserves the right to waive or reduce reservation fees and/or deposits on a case-by-case basis, and shall accomplish this by a motion of the Board of Supervisors at a publicly advertised meeting.

Chapter 3

Specific Authority: 190.035, 190.011(5), 120.54

Law Implemented: 190.035, 190.011(5) (#?)

Need Lawyer to opine as to whether "Law Implemented" and "Specific Authority" #s being identical is acceptable.

**SPECIAL EVENT
TABULAR SCHEDULE OF FEES**

{For Reserved Use of District Facilities}

(1)	Soccer/Volleyball/Basketball ("SVB") Fields & Courts	\$5 per hour
(2)	Swim Club and Ashley Park Pools Reserved Patio Areas	\$100 for up to four (4) hours maximum
(3)	Buck Lake Pavilion	\$60 for up to four (4) hours maximum
(4)	Buck Lake Fishing Pier, Boardwalk, and Observation Deck	\$40 for up to two (2) hours maximum
(5)	Town Square	\$250 for up to six (6) hours maximum

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Harmony CDD

Rules & Policies (2015)

Chapter 4

Parks & Recreation Facilities Rules

¹The rules herein were adopted on __/__/2015, pursuant to the lawful procedure set forth in Section 190.011(5), Florida Statutes, and pursuant to Sections 4 and 5 of Chapter 1, the “Administrative Rules of Procedure” of the Harmony Community Development District.

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1. DEFINITIONS

1.1 **General Use**

Any use of any of the District maintained Recreation Facilities defined in **Section 1.8**.

1.2 **Special Event**

Any ²**Event** held on District Property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of said Property. Examples of special events are available in **Section 8.3**.

1.3 **Organizer**

The individual, entity, organization, or company in charge of an 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 (or “**CDD**”).

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@harmonyvdd.org.

1.7 **District Manager**

The person or entity employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

1.8 **District Recreation Facilities**

The Parks and Recreation Facilities maintained by the District, which include but are not limited to those defined in **Sections 1.9, 1.10, and 1.11**, as set forth on the **Appendix 1** maps (which are available on the District website at: HarmonyCDD.org/Other-Index/Maps).

1.9 **District Swimming Pool Facilities**

The District maintained Swimming Facilities, as set forth on the **Appendix 1** maps (which are available on the District website at HarmonyCDD.org/Other-Index/Maps), and as may be updated from time to time.

1.10 **District Buck Lake Dock and Boat Facilities**

The Dock and Boat Recreational Facilities maintained by the District on the shore of Buck Lake and set forth in the **Appendix 1** maps.

1.11 **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 **Appendix 1** maps.

²The terms “**Special Event**” and “**Event**” are used interchangeably throughout this document to refer to such Special Events as defined in **Section 1.2**.

1.12 District Resident includes:

- (1) A Property Owner who currently resides in his or her home within the boundary of the District;
- (2) A Property Owner who has elected to declare residency outside the 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;
- (3) A Renter occupying a residence inside the boundaries of the District; and
- (4) The 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 Patron to participate in the use of the District 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 who has been designated as a Guardian for one or more District Resident children who are under the age of fourteen (14); as evidenced by an executed and notarized Guardianship Power of Attorney form.

2. USAGE RESTRICTIONS

2.1 General Policies

- 2.1.1** Parking is prohibited in any non-designated parking area.
- 2.1.2** Swimming is prohibited in all District-maintained ponds.
- 2.1.3** No watercraft of any kind is allowed in any of the District-maintained ponds.
- 2.1.4** Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted only during the hours denoted in **Section 2.1.6**.
- 2.1.5** It is requested that anyone wishing to access a pond either walk or ride a bicycle; and that anyone who does access a pond be respectful of adjacent resident homes.
- 2.1.6** General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.
- 2.1.7** Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of **Sections 2.2 and 2.3 and/or imposition of the usage penalties set forth in Section 2.4**.

2.2 Violation and Reporting

Unauthorized use of District Facilities will result in, as a minimum, 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.

2.3 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.

2.4 Suspension of Access Privileges

Facility access privileges may be suspended and all photo ID Access Cards of an entire family deactivated for misuse/abuse of any District Facility, not following these Rules, and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.). At the discretion of the District Manager, photo ID Access Cards of the offending parties may be deactivated for up to 180 days, and all others within the family may be deactivated for up to 90 days.

3. PHOTO ID ACCESS CARDS

3.1 In order to use the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities, each user must follow the provisions of **Sections 4 and 5**, **and** must be in possession of a photo ID Access Card; which is obtained by completing a Harmony CDD Access Card Registration Form; which is available in **Appendix 2** and on the District website at: **HarmonyCDD.org/Access-Card-Registration-Form.pdf**.

3.1.1 Resident Owners in Harmony shall be entitled to one photo ID Access Card per resident at no charge so long as the resident is authorized pursuant to these rules to utilize the facilities.

3.1.2 Resident Renters shall pay \$10 per person for a photo ID Access Card, and \$10.00 for an Access Card renewal upon the start of each successive lease renewal period.

3.1.3 A Resident Renter on a month-to-month lease, after an initial six (6) month term, may receive a photo ID Access Cards valid for 90 days for a single \$10.00 fee.

3.1.4 Replacement photo ID Access Cards (for an Owner or a Renter) are \$10.00 each.

3.1.5 Proof of Personal Identity, **plus** Proof of either home-Ownership or Renter-status within Harmony, must be provided in order to receive a photo ID Access Card.

3.1.5.1 **Proof of Personal Identity**, for either an Owner or a Renter, shall require identification in a verifiable form such as, but not limited to, a Passport, a Driver License, or a government-issued Identification Card (military, state, et al) which contains both the full name of the individual and a full face photograph.

3.1.5.2 **Proof of Ownership** within the District shall require at least one of the items below:



- (A) Purchase Closing Statement with name of Homeowner denoting proof of address within the boundaries of the District; or
- (B) Tax Notice with name of Homeowner denoting proof of address within the boundaries of the District; or
- (C) Other suitable proof of home-Ownership.

3.1.1.2 **Proof of Renter-Status** within the District shall require

- (1) A signed memo (any format) from the property owner stating that owner's right to an access card for said rental property is relinquished to the Renter;
- (2) A copy of the Renter Lease Agreement showing the name of the Renter denoting proof of address within the District;
- (3) **And**, at least one of the items below:
 - (A) Current utility bill with name of Renter denoting proof of address within the boundaries of the District; or
 - (B) Current phone bill with name of Renter denoting proof of address within the boundaries of the District; or
 - (C) Other suitable proof of Renter-status.

- 3.2** The District Manager shall have the discretion to determine whether proof of Ownership or Renter-status has been met.
- 3.3** A person who is acting as Child Guardian for one or more Families at any given time may be issued one (1) Restricted (see conditions set forth in **Sections 3.3.2 thru 3.3.5**) photo ID Access Card upon payment of a non-refundable fee of \$10.00.
- 3.3.1** An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) for whom a Child Guardian will be responsible must be provided to the District before a photo ID Access Card can be issued.
- 3.3.2** A photo ID Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance, and shall be subject to the suspension provisions of **Section 2.4**.
- 3.3.3** A Child Guardian who is being issued a photo ID Access Card must be at least eighteen (18) years of age.
- 3.3.4** Child Guardians shall be permitted access to the District Buck Lake Dock and Boat Facilities and the District Swimming Pool Facilities only while accompanied by one or more of the children for whom they are acting as Guardian.
- 3.3.5** Child Guardians shall not be permitted, at any time, to bring Guests to the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities.
- 3.4** A person who neither resides nor owns property within the boundaries of the District, and is not otherwise a qualifying Member of the CDD, may purchase a membership in the District and secure a photo ID Access Card for use of all District Recreational Facilities – including Buck Lake, Swimming, Playground, Bike Trail, and Pond facilities – by making a per-year payment of \$1,000 for a family of four, and \$250.00 for each additional person; pursuant to District Rules, **Chapter 3, Section 4.1**, “Non-Resident Membership Fee” for use of District Recreation Facilities.

4. USE OF 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. A pool user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District. A pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible; and, if a pool user is aware of such unusual incident or hazardous condition, said pool user agrees to refrain from use of the District Swimming Pool Facility. A 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 and seasonally adjusted.
- 4.3 The District Swimming Pool Facilities are open to Residents, as defined in **Section 1.12**, and others who have registered with the District and obtained a valid photo ID Access Card.
- 4.4 Children who are fifteen (15) years of age or younger must be under adult supervision to use the District Swimming Pool Facilities.
- 4.5 All users must use their personalized photo ID Access Cards 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 Any person utilizing a District Swimming Pool Facility in such a wonton, careless, or willful manner as could cause harm either to the facility or other patrons is subject to the suspension penalty provisions of **Section 2.4**. 
- 4.7 Any person utilizing a District Swimming Pool Facility when that Facility is closed is subject to deactivation of his or her photo ID Access Card (per **Section 2.4**), and/or a charge of Trespass (per **Section 2.2**). 
- 4.8 No alcoholic beverages are permitted in or around the District Swimming Pool Facilities.
- 4.9 Smoking is not permitted at any time within the District Swimming Pool Facilities.
- 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 said 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 who are twelve (12) years of age or older with a valid photo ID Access Card. Children who are eleven (11) years of age or younger 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 owned by the District.

5.3 Incident Reporting

A 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. A boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

5.4 Final Authority

A District Dock Master is the final authority on daily boat operations. Users must adhere to the judgment a Dock Master regarding lake access or whether 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 a boat, said 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 Boat Usage Orientation

Prior to boat usage, a potential boat user must undergo an orientation session with a Dock Master concerning the operation and use of all equipment relevant to the boat of interest.

5.7 Contracts for Execution Prior to Use of District Boats

Prior to boat use, each potential user must acknowledge and agree to the Harmony CDD "Boat-Use Agreement", as attached hereto ([Appendix 4](#)) and incorporated by reference, with provisions thereof incorporated herein, and with each potential user of District Buck Lake Dock and Boat Facilities being subject to such provisions, and to District Rules.

5.8 Boat User Responsibilities

5.8.1 A boat user assumes full responsibility and liability for any and all damages that are incurred to a District boat while the boat is in the user's care and custody.

5.8.2 A boat user who causes damage to a District boat and fails to pay an invoice for damages assessed per **Section 5.9.4** within thirty (30) days shall be denied future access to District boats until the damage assessment is paid; and may be subject to further legal recovery action if the issue remains unresolved for ninety (90) days.

5.8.3 All boat users 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 offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.

5.9 Boat Inspections

5.9.1 Prior to departure, a Dock Master and potential boat user must inspect each boat 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 composite Boat-Use Agreement and Boat Inspection Sheet may be accessed by logging into the user's account on the District's secure Boat Reservation System (via this website link: <https://www.HarmonyCDD.org/Boat-Reservation>).

5.9.2 Upon inspection, if a potential boat user finds evidence of damage to a District boat, the user shall make known the damage to a Dock Master, who must report the information to the District Manager.

5.9.3 Upon discovery, at any time, of damage to a boat by a boat user, the user must refrain from using the boat until further notification from the District Manager.

5.9.4 Upon return, or as close to the end of boat usage as is reasonable, a Dock Master will:

- (A) Inspect a boat for damage; and
- (B) Assess any damages to the boat; and
- (C) Report the inspection findings and make a recommendation to the District Manager.

Subsequently, the District Manager will, as necessary, invoice the boat user for the cost of any assessed damages.

5.10 Boating Laws

All persons must obey all federal, state, and local boating laws while using District boats.

5.11 Animals Prohibited

5.11.1 Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft.

5.11.2 Disabled individuals may, however, bring one service dog to the Park for assistance, provided that:

- (A) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; and
- (B) The dog is kept under control on a leash at ALL times; and
- (C) 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 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 SVB Facilities is subject to Special Event fees and charges, as set forth in **Sections 9.6 and 9.7**.
- 6.1.2** Users must follow the procedure set forth in **Section 8.1** to reserve an SVB Facility for a “Special Event”, as that term is defined therein. Users wishing to reserve any of the SVB Facilities for an Event must provide a Security Deposit, as set forth in **Section 9.7**.
- 6.1.3** 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 offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.
- 6.1.4** Use of the SVB Facilities is permitted only during the hours of operation set forth in **Section 2.1.6**, which allows for seasonal adjustment.
- 6.1.5** Any person using an SVB Facility outside hours of operation may be suspended indefinitely from using all of the facilities, per provisions of **Section 2.4**.
- 6.1.6** No alcohol, tobacco, or glass containers are permitted on the premises of any SVB Facility shown on the **Appendix 1** maps during any scheduled Event.
- 6.1.7** Golf or other activities that may cause damage to the Soccer and/or Volleyball Facilities are prohibited.
- 6.1.8** Scaling, jumping, or climbing upon any SVB Facility equipment or structures is not permitted.
- 6.1.9** All users of the SVB Facilities must follow instructions given by District staff members. Violators are subject to ejection and suspension from the facilities, per provisions of **Section 2.4**.

6.2 Waiver of Liability, Indemnification

Users of the SVB Facilities expressly undertake (as set forth in **Section 9.8**) to indemnify and hold harmless the District from all liability and/or injury, loss, or damages arising out of the 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 prior written consent of the District. The District or its designee may inspect the subject premises at any time, as set forth in **Section 9.2**.

6.4 Participants and Attendees

A user organizing activities 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 organizing user is responsible for any and all damages to buildings, grounds, fields, and equipment caused by participants and attendees. If the organizing user's activity on 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 user's event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex 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 Residents, their Guests, and annual Pass Holders.

7.2 User Responsibilities

7.2.1 For the safety of all persons and dogs, all users of the Harmony Dog Parks must exercise vigilance and strict adherence to the District Rules, as set forth herein.

7.2.2 Violators may have their access to the District Dog Parks restricted, be charged with trespassing, or both.

7.2.3 Users of the District Dog Parks do so at their own risk.

7.2.4 Users must apply common sense rules when approaching or otherwise interacting with an unknown dog. Neither the Harmony CDD, the Harmony community **at large, the Harmony Developer**, nor any affiliated boards, employees, or consultants shall be liable for any injury nor any damage sustained while using the dog parks.

7.3 General Policies

7.3.1 No animals other than dogs are allowed in the Harmony Dog Parks. The off-leash areas of the dog parks are for the exclusive use of dogs, their handlers, and those accompanying them. No other use is permitted.

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. For the convenience of dog owners and dog park users, pot stations and waste receptacles are available in the dog parks and throughout the Harmony community.

7.3.4 Dogs must be on leashes while entering or exiting a dog park. Handlers must, at all times, have possession of the leashes on their dogs.

7.3.5 Dogs must, at all times, be within view of their handler and under control of their handler.

7.3.6 Handlers acting alone must be sixteen (16) years of age or older.

7.3.7 The maximum number of dogs per handler is two (2).

7.3.8 No unvaccinated dogs are permitted in an off-leash dog park area.

7.3.9 No female dog in heat is allowed inside, or in close proximity to any dog entering or exiting, an off-leash dog park area.

7.3.10 Dogs must be removed from a dog park at the first sign of aggression. No spiked collars are permitted.

- 7.3.11** 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.
- 7.3.12** Children younger than twelve (12) years of age must be supervised by an adult while within the confines of an off-leash dog park.
- 7.3.13** No smoking, alcoholic beverage, or glass container of any kind is permitted in an off-leash dog park area.
- 7.3.14** No food is permitted in an off-leash dog park area, except for training treats.
- 7.3.15** Hanging objects of any kind on the fences surrounding or any structure within a dog park 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.” Event Organizers must submit a Harmony CDD Parks and Recreation Facility Usage Application to the District Manager no later than fifteen (15) calendar days prior to the Event. Copies of the forms for individuals and organizations are available in **Appendix 3**, and on the District website:

- Individual .. **[HarmonyCDD.org/Facility-Reservation-Form_Individual.pdf](https://www.harmonyCDD.org/Facility-Reservation-Form_Individual.pdf)**;
- Corporate ... **[HarmonyCDD.org/Facility-Reservation-Form_Corporate.pdf](https://www.harmonyCDD.org/Facility-Reservation-Form_Corporate.pdf)**.

In case of a date conflict, the Event Organizer will be notified by the District Manager after the Facility Usage Application has been received and reviewed.

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.

8.3 Event Examples

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.

Typical Events:

- | | |
|---|--------------------------------|
| ▪ Birthday Parties | ▪ Dog Shows or other pet shows |
| ▪ Anniversary Parties | ▪ Magic Shows |
| ▪ Wedding, Graduation, and other receptions | ▪ Garage Sales |
| ▪ Instructional Classes | ▪ Concerts |
| ▪ Plays / Musicals | ▪ Dances |
| ▪ Club Activities | ▪ Auctions |
| ▪ Registrations | ▪ Athletic Events |
| ▪ Walk-a-thons | ▪ Political Events |
| ▪ Beauty Pageants | ▪ Religious Events |

8.4 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:

- 8.4.1** Time of the performance or function and the duration of the Special Event.
- 8.4.2** Any disruption of the normal use of District Recreation Facilities.
- 8.4.3** Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Harmony Community.
- 8.4.4** Whether the Special Event is consistent with Harmony’s Restrictions, Guidelines, and Goals Concerning Companion Animals, Habitat, and Wildlife.

8.5 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:

8.5.1 Payment of Fees

Event Organizer must pay all applicable 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 assessed fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date.

8.5.2 Fee Schedule

The fee(s) that an Event Organizer may be required to pay are assigned pursuant to the schedule set forth in **Chapter 3, Section 4.2**, "Special Event Fee Schedule", as adopted by the Board and assessed by the District Manager.

8.5.3 Event Map/ Layout

A physical layout of the Event site, including parking and traffic flow and the location of any tents, stands, or other temporary structures, must be provided.

8.5.4 Event Agenda

A listing, with times, of all functions associated with an Event must be provided.

8.5.5 Vendor/Supplier List

The names, addresses, and phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at an Event must be provided.

8.5.6 Logistical Schedule of Event

The timing, personnel, and organizations that will be involved with the deliveries, setup, and cleanup of an Event must be clearly denoted.

8.5.7 Tent Permits/Fire Retardant Certificates

A tent permit can be obtained through the County Zoning and Code Enforcement Department. A tent structure covering an area of 100 square feet or greater must have a permit. To receive a permit, a map showing the location of all tents must be submitted and approved by the District. Proof of a fire retardant certificate for each tent is required. For details on these matters, contact the County Zoning and Code Enforcement Office at the address provided on Event Application Form.

8.5.8 County Alcohol Permit

Approval of a County Alcohol Permit Application must be secured. For details on how this is done, contact the County Parks and Recreation Department at the address provided on the Event Application Form.

8.5.9 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 a 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 a 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/banners must be erected and dismantled at the Organizer's expense. This provision does not automatically authorize the placement of any specific sign and/or banner, and such placement shall be subject to any existing District Resolution/Rule or County Ordinance which regulates the placement of signs and/or banners. 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 Collection Authority

Pursuant to the authority in Section 190.011 (10), Florida Statutes, and as may be provided by District resolutions adopted by the Board of Supervisors at publicly advertised meetings, the District may collect Special Event fees and/or charges as necessary for the conduct of District activities and services, per the schedule set forth in District Rules **Chapter 3**, "Facility Usage 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, which is denoted on the Event Application Form.

9.7 Security Deposit

9.7.1 For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$250.00 at the time the Organizer schedules the Event with the District Manager.

9.7.2 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 District property and apply the security deposit to the charge.

9.7.3 If damage to the District property is less than the security deposit, the excess amount from the deposit shall be returned to the Event Organizer. If damage to District property exceeds the security deposit, the Event Organizer shall be charged for the excess property damage. All damage charges must be paid to the District no later than **fifteen (15) days** after invoice date.

9.8 Indemnification and Hold Harmless

9.8.1 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.

9.8.2 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.

³As used *herein*, the phrase "**indemnify**" shall mean "to restore the victim of a loss, in whole or in part, by payment, repair, or replacement." re Black's Law Dictionary 769 (6th ed. 1990).

⁴As used *herein*, the phrase "**hold harmless**" shall mean that the Organizer "assumes the liability inherent in a situation, thereby relieving the [District] of responsibility."

9.8.3 The state, agencies of the state, and sub-divisions of the state shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

9.8.4 None of the indemnification or insurance requirements referenced in this Policy or in the Event Application 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 to the District Manager proof of liability insurance, identifying the District as “**Additionally Insured**” for the date of the Special Event; with the “**Additionally Insured**” declaration in said policy reading as follows: **Harmony Community Development District**. This name and the District’s address, as listed in **Section 1.6**, must be on all Certificates of Insurance.

9.9.2 Insurance shall be provided, at the discretion of the District Manager, for any Event 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.

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. Any organization or individual having an insurance related question is encouraged to contact the District Manager at the District Office.

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. 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).
- 4. Workers Compensation** will be required if employees are hired for the Event, according to Florida State Statutes.

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, ANY PERSON IN NEED OF SPECIAL ACCOMMODATION(S) TO UTILIZE THESE RECREATIONAL FACILITIES MAY CONTACT THE DISTRICT MANAGER AT THE ADDRESS LISTED IN **SECTION 1.6**.

HARMONY TRAILS



Allowed Users

- Jug Creek Trail
- Cat Meadow Link
- Billy's Trail
- Butterfly Trail
- Quail Trail
- Rabbit Run
- White Trails to Billy's Trail & Cat Lake Landing
- Lookout Bridge Path

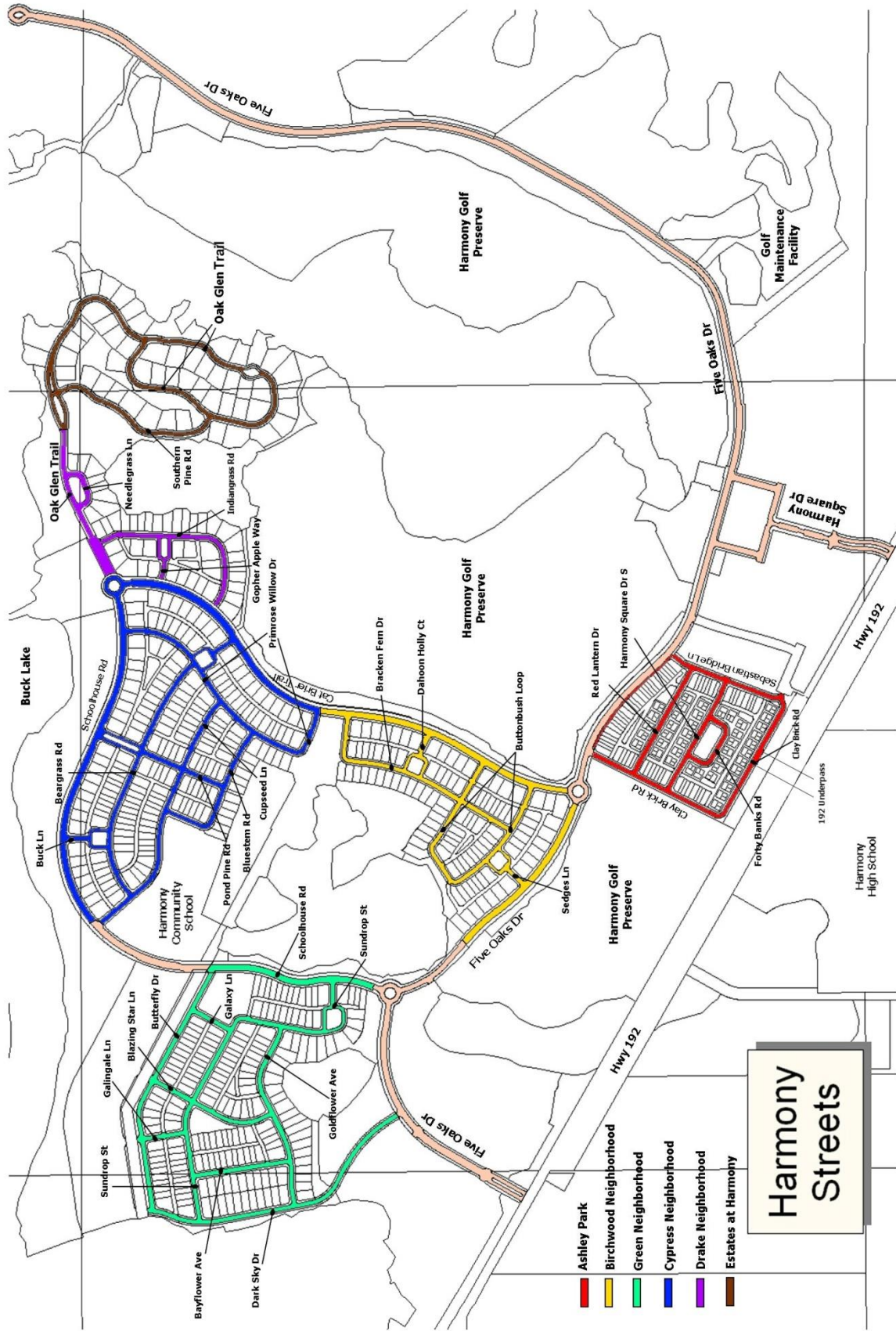
Trail Etiquette

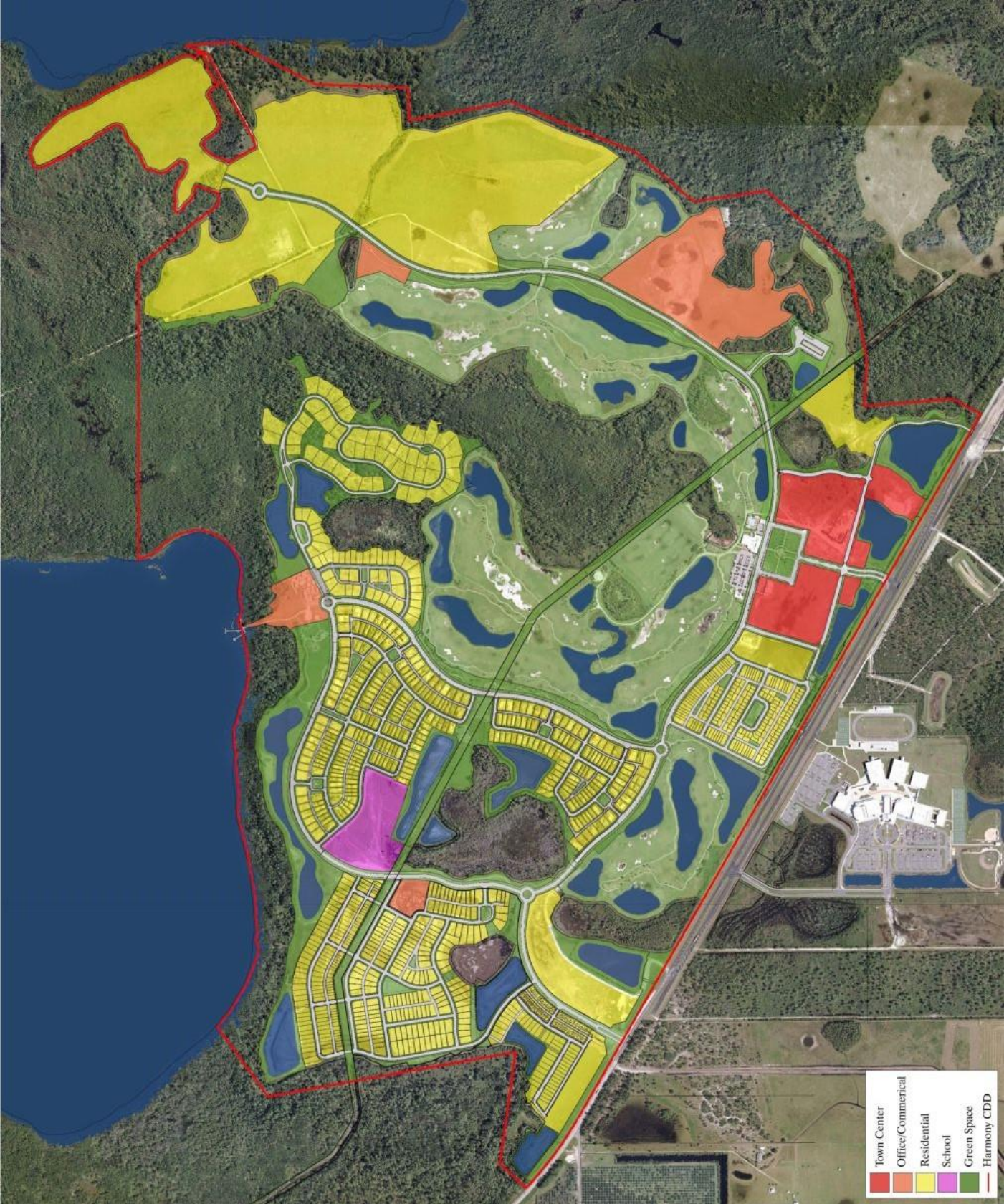
- Cyclists yield to horses & hikers, all yield to horses
- Step to the side to let others pass
- Keep the trail clean
- Carry your trash out
- Keep animals under control
- Dogs welcome, but keep pets on a short leash
- Trail passes through cattle pasture
- Close and latch all gates
- Do not feed wildlife
- Enjoy animals from a distance

Equestrians

- Horse riding limited to Harmony residents and accompanied guests
- Please register at the Sales & Information Gallery
- Signed waiver required
- Protect yourself and others
- Riders of all ages to wear a helmet
- Do not wear headphones on the trail









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HARMONY CDD

Access Card Registration Form

NAMES OF RESIDENTS: *(Please designate ages for children)*

_____	_____
_____	_____
_____	_____
_____	_____

ADDRESS: _____

Owner **Renter, Lease Expiration Date:** _____

TELEPHONE: _____ **EMAIL:** _____

*Initial access cards are free to all resident owners 12 years of age and older.
 Residents who rent a home in Harmony are required to pay a fee of \$10.00 per card.
 Replacement cards (for any reason) are \$10 each.*

POOL GUIDELINES: NO NIGHT TIME SWIMMING!

- ▶ Swimming is only permitted during the posted hours of operation.
- ▶ Children 15 years of age and younger must be under adult supervision to use the pool.
- ▶ Residents may bring a maximum of four (4) guests per family to the pool.

BOAT DOCK GUIDELINES:

- ▶ The boat dock facilities are open to residents ages 12 and older with a valid access card. Children ages 11 and younger must be under adult supervision at the boat dock.

RULES:

- ▶ For a complete list of recreational facility rules, please refer to Chapter 4, Harmony CDD Park and Recreation Facility Rules, available on the website: www.HarmonyCDD.org/Public-Records/Rules.

WAIVER: I understand that the Harmony Community Development District (“District”) assumes no responsibility for injuries or illness that I may sustain as a result of my physical condition or resulting from my participation in any activities, sports, use of the pool, use of the boat dock, use of the playgrounds or other activities at any of the District’s recreational facilities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from my participation in the activities. I hereby release and discharge the Harmony Community Development District, its agents, servants and employees from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in these activities. I understand that the Harmony Community Development District is not responsible for personal property lost or stolen while participating at the Harmony boat dock, pools and other recreational facilities.

ACCEPTANCE: I acknowledge the waiver as set forth above and agree to its terms. I have read and agree to abide by the Harmony CDD Park and Recreation Facility Rules. I also understand that I am financially responsible for any damages caused by me or my family members.

Signature of Adult Resident

Date

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HARMONY COMMUNITY DEVELOPMENT DISTRICT
PARKS AND RECREATION FACILITY USAGE APPLICATION

PERSONAL/INDIVIDUAL USE APPLICATION

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

APPLICANT INFORMATION

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____

Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

NOTE: *If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.*

DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the Event Organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property, or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

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

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

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

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

Attached: Yes No

CATERING

Will your event require catering? Yes No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

CONTACT INFORMATION

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

Osceola County Zoning and Code Enforcement:

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

Osceola County Parks and Recreation Department:

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

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

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

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

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

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

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- *I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____ Date: _____

Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____ Date: _____

Printed Name: _____

Title: _____

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

ORGANIZATION/COMPANY USE APPLICATION

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

APPLICANT INFORMATION

Name of Entity/Organization/Company: _____

Address: _____

Type of Organization: Non-Profit Commercial Government Private

If Non-Profit, does your organization hold a current 503(c)(3) certificate? Yes No

Contact Person: _____ E-mail: _____

Work Phone: _____ Cell Phone: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____ Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

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Attached: Yes No

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Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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Cell/ Pager: _____ Email: _____

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THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

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- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: _____ Date: _____
Printed Name: _____

APPROVAL FROM HARMONY CDD

Signature: _____ Date: _____
Printed Name: _____
Title: _____

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Harmony Community Development District
Boat Use Agreement

Name: _____ First Initial of Last Name _____
Address: _____ Driver License # _____

Home Phone: _____ Other Phone: _____

In consideration of the use of Buck Lake Park boats and equipment, I agree to the following terms and conditions:

1. I agree to return the boat and all equipment immediately following the completion of use in as good condition as I received it, but in no event later than the time stated above on such date.
2. The boat and all keys and equipment shall be returned to the Dockmaster, or to a location that the Dockmaster may direct, at the conclusion of my use.
3. I will only use the boat and equipment within the boundaries of Buck Lake Park and agree not to remove the boat or any equipment from Buck Lake Park.
4. I represent that (A) I am familiar with the operation and use of the boat; (B) I have received and I understand any requested instruction on its operation; (C) I can operate and control this boat in accordance with the instructions given to me; and (D) I will not allow operation of the boat by any person other than myself.
5. **I FURTHER AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH THE USE AND OPERATION OF THE BOAT AND EQUIPMENT, including, without limitation, risks involving boat malfunction, falling overboard, changes in weather conditions, conflicts with wildlife or other unforeseeable circumstances. I UNDERSTAND THAT BUCK LAKE PARK IS NOT STAFFED WITH PERSONNEL THAT CAN PROVIDE IMMEDIATE EMERGENCY SUPPORT TO ME OR MY PARTY.**

INITIAL _____

6. I further agree that I am responsible for all applicable federal, state and local boating laws when operating the boat.
7. If the boat exhibits any signs of a malfunction, I agree to return it to the dock immediately to be repaired or replaced.
8. I further agree to pay for any damage sustained by the boat and any equipment loss during the time of my possession, and to pay any damages to the facilities or grounds of Buck Lake Park caused by the use of the boat. I understand that upon completion of repairs I may incur additional charges.

9. I, on behalf of myself and my party, **RELEASE THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP AND THEIR AFFILIATES FROM LIABILITY FOR AND AGREE TO INDEMNIFY THEM AGAINST ALL LOSSES INCURRED AS A RESULT OF (i) the failure of me or any member of my party to fulfill any condition of this Agreement, (ii) injury or property damage (including, without limitation, injury to me or any member of my party) arising out of or in any way connected with the operation of the boat and equipment during my possession of the boat, regardless of whether I was operating the boat at the time of the incident, or (iii) the failure of me or any member of my party to comply with any applicable federal, state or local laws.**

INITIAL

10. **HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLP AND THEIR AFFILIATES, SHALL NOT BE LIABLE for any and all claims for loss, damage or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising from, connected with or resulting from occupancy and use of the reserved boat, WHETHER CAUSED BY NEGLIGENT ACTS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLP AND THEIR AFFILIATES, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE.**

INITIAL

11. I understand that my privilege to use the lake, including, without limitation, the use of the boat and equipment, can be suspended or terminated upon a breach of any term or condition of this Agreement or if I or members of my party fail to adhere to posted rules pertaining to Buck Lake Park.

Signed: _____ Date: _____
Operator

Signed: _____ Date: _____
Parent/Guardian if operator under 21 years

Witness: _____ Date: _____

Witness certifies that the Operator and/or Parent/Guardian of Operator has reviewed each provision contained in this agreement and specifically read, initialed, and agreed to the provisions in bold print above.

**Link to District Boat Reservation System:
<https://www.HarmonyCDD.org/Boat-Reservation>.**