

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

OCTOBER 28, 2010

AGENDA PACKAGE

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Harmony Community Development District

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October 21, 2010

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 on **Thursday, October 28, 2010 at 6:00 P.M.** at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for this meeting:

1. **Roll Call**
2. **Approval of the Minutes of the September 30, 2010 Meeting**
3. **Subcontractor Reports**
 - A. Landscaping – Luke Brothers
 - B. Aquatic Plant Maintenance – Bio Tech
 - C. Dockmaster/Field Manager - Buck Lake Boat Use Report
4. **District Manager's Report**
 - A. September 2010 Financial Statements
 - B. Invoice Approval #126 and Check Run Summary
 - C. Consideration of Engagement Letter from Grau & Associates to Perform Arbitrage Rebate Services for Series 2001 and 2004 Bonds
 - D. Public Comments/Communication Log
5. **Staff Reports**
 - A. Attorney
 - B. Engineer
 - C. Developer
6. **Supervisor Requests**
7. **Audience Comments**
8. **Adjournment**

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

Sincerely,



Gary Moyer/ir
District Manager

Minutes

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 30, 2010 at 9:00 A.M. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Nancy Snyder	Vice Chairman
Steve Berube	Supervisor
Kerul Kassel	Supervisor (<i>via phone</i>)
Mark LeMenager	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Broc Althafer	Engineer: Woolpert
Thomas Belieff	Dockmaster
Brenda Burgess	Moyer Management Group
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Pete Lucadano	Luke Brothers
Larry Medlin	Bio-Tech Consulting
Jason Shafer	Luke Brothers
Shad Tome	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Evans called the meeting to order at 9:00 A.M.

Mr. Evans called the roll and stated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the August 26, 2010 Meeting

Mr. Evans reviewed the minutes of the August 26, 2010 meeting and asked for any additions, correction, or deletions.

Me. Berube stated on Page 4, the end of the first paragraph should read "*By \$15,000 per year.*"

On MOTION by Mr. LeMenager seconded by Ms. Snyder with all in favor, the minutes of the August 26, 2010 meeting were approved, as amended.

THIRD ORDER OF BUSINESS

Subcontractor Reports

A. Landscaping – Luke Brothers

i. Monthly Highlight Report

Mr. Shafer stated September was a difficult month with no rain, extremely dry conditions and high temperatures along with some irrigation problems. Toho Water Authority turned the water off out here at one point and we had ten main line leaks this month compared to about one leak average per month. We have two leaks to repair today, so we have been spending a lot of time repairing irrigation leaks this month.

Mr. Evans asked is that due to the water shut off or deterioration of the system?

Mr. Shafer responded when Toho Water Authority lost their lift station, we lost pressure out here, but when they turned the water back on, they did not call us to let us know. We could have opened some valves to let some of the air out, but I am not sure if that had a bearing on the leaks. When the pipes fill back up, the water slams into them and when the air pressure is greater than the water pressure, you can blow a pipe.

Mr. Evans stated we do not have thrust blocks on much of the irrigation system.

Mr. Haskett stated we do in certain areas. Most of the time, it is in the neck of the T where it is coming off a 4-inch main to a 2-inch line, which is where they have been breaking.

Mr. Berube stated the good news is, according to Toho Water Authority, they are not going to shut the water off anymore.

Mr. Shafer stated that is good news. We were finding leaks faster than we could fix them.

Mr. LeMenager asked can we send them a bill? I am being totally serious even though I do not expect them to pay. It is like my attitude towards the Property Appraiser. They will never act this time, but if you go down and get in their face, they will act next time. Maybe we should send them a bill and let them discuss it at their Board meeting as they will cost us a lot of money. They will not pay it, but it will be on their mind.

Ms. Snyder responded I had it happen at one of my houses and they came out at night and fixed it right away. Are they still turning the water off?

Mr. Shafer responded no, it was just this one instance. Since this community is so big and there are miles of pipe underground, it made a big impact.

Ms. Snyder stated I could not get the sprinklers to come on one night when I was testing it at one of my houses.

Mr. Berube stated because of all the rain, the sensor might have turned off the timer.

Ms. Snyder stated my Irrigation Technician looked at it and he figured the water supply was turned off.

Mr. Berube stated Toho Water Authority told me that they were not going to turn off the water anymore.

Ms. Snyder asked have you contacted Toho Water Authority about these problems? We called and they repaired mine, so instead of us bearing the cost, I wonder if they would have fixed them. For my residential home, they came over right away and fixed it.

Mr. Shafer responded no, I did not.

Mr. Haskett stated we have not had conversations with them about the line breaks; only about shutting the water off. My concern is whether they will approve it. We can send them a bill and tell them they broke our pipes and see where it goes from there, but actually proving that they caused the problems might be hard to do.

Ms. Snyder stated they did not have a problem when I called them about a residence. It was the same issue as the water pressure breaking a pipe in the ground going into the pump, which they ended up replacing

Mr. Haskett asked did that occur before the meter was installed?

Ms. Snyder responded yes.

Mr. Haskett stated if it is after the meter, it is our responsibility or the home owner's responsibility. If it is before the meter, it is their responsibility. That is the big difference.

Mr. Evans asked what are we going to do with the contract?

Mr. Moyer responded I emailed a letter to the Board that I received from Mr. Lucadano.

Mr. Lucadano stated Mr. Moyer and I had some conversations and after having those conversations, I had some time to reflect and review. If we are going to amend the scope of the contract and remove a portion, it made sense to reflect this financially, which is what I am proposing in the revised letter I just distributed to the Board.

Mr. LeMenager stated you revised Item 3, which I did not understand at first.

Mr. Lucadano stated I clarified it slightly by providing for a two-year extension.

Mr. Evans stated in essence, the base fee will stay the same with the exception of eliminating the specific scope of the trash removal, which results in an overall reduction of the base contract amount, which is reflected on the revised letter. Are you asking for a two-year extension instead of one-year extension?

Mr. Lucadano responded we are asking for a 24-month extension upon the expiration of our existing period, beginning tomorrow. Regarding the \$24,518.40 reduction, I used the line item in the contract, which specifically addressed debris removal. The reason the amount in the letter does not account for the full amount is because when I arrived at the number for our bid, I also incorporated dumpster usage and policing. As a result, I extrapolated the fees we are spending on our dumpster and everything else should rightly go back to the District.

Mr. Berube stated I understand about the dumpster, but it is not called out separately by contract. If we remove litter and trash for 2011 and 2012, the 2011 cost is \$ \$31,493 and the 2012 cost is \$32,438, for a total of \$63,900, which is the value of litter and trash for two years. The 3% increase would have been \$14,800 for 2011 and \$15,200 for 2012, for a total increase of \$30,000. If we take away the increase, we have a negative \$33,000.

Mr. LeMenager stated that does not sound right.

Mr. Berube stated I may have said it wrong, but the value of the increase by Luke Brothers eliminating their 3% annual increase, that is worth \$30,000. That is a savings of \$30,000. The savings of removing the litter and trash for two years is \$63,000.

Mr. LeMenager stated over the two years, they reduced their price by \$49,000. This amount plus the \$30,000 increase they are eliminating totals \$79,000. He is saying in Item 2, that they will take this out of the contract and we will give that to the Assistant Field Manager.

Mr. Berube stated that is correct. By contract, the value of removing litter and trash is \$63,900 for two years.

Mr. Evans stated he had the dumpster included in the \$30,000, but he is still keeping the dumpster.

Mr. Berube stated the new deal is for us to receive \$49,000 versus \$63,000. The bottom line is we are paying \$14,000 for a dumpster for two years.

Mr. LeMenager stated I do not know what a dumpster costs.

Mr. Evans stated he is also waiving the 3% increase. When you factor that in and add all those amounts up, we come out ahead.

Mr. LeMenager stated I understood this to mean that he is waiving the 3% increase to get a 60-day termination notice instead of a 30-day notice. That seems like a fair compromise to me.

Mr. Lucadano stated the investment has to be made so we can maintain the project properly and so not have shortfalls. In reality, 30 days is the value of one month of the agreement but it provides a huge intangible value to us that there is security of having additional time to wrap things up.

Mr. Evans stated I see this as a positive and economic advantage. We can renew the existing contract, let it terminate and allow the grass grow until we get someone else to maintain it, or we can go with the revision offered in this proposal for the next two years.

Ms. Kassel stated I thought he said the contract will remain the same with no increase but they are removing the cost for trash removal from their contract.

Mr. Evans stated that is correct.

Ms. Kassel stated we do not have to pay anything extra for use of the dumpster and disposal of the trash that the Assistant Dockmaster collects. Is it correct that all they want is an extra 30-day notice?

Mr. Evans responded there are several things taking place. They are removing the scope for trash pickup. Within that scope they originally bid, there were a couple components. One was the dumpster and things they will do to utilize the dumpster under their normal scope of work and all of the other trash pickup. They just eliminated a portion of the scope that was included in that line item, which reduced it by \$24,000 but they are keeping the dumpster. The District is taking on that scope through the assistant dockmaster.

Ms. Kassel asked is the assistant going to be able to use their dumpster for trash disposal?

Mr. Lucadano responded yes, they can.

Mr. Berube stated we gain the savings of not paying for a separate dumpster.

Mr. Evans stated that is correct. He is waiving the 3% increase but he wants an extension to a two-year contract.

Ms. Kassel asked is that at the same rate with no increase and the removal of \$24,000 for litter and trash?

Mr. Evans responded that is correct. The third component is, instead of a 30-day notice to terminate, he is asking for a 60-day termination notice so he can make the appropriate business decisions for a restructuring, should this occur.

Mr. Moyer stated in some respects, 60 days is a benefit to the District.

Mr. Evans stated that is correct; it gives us more time if that occurs to take action to replace them if we need to. It works both ways.

Ms. Snyder stated item 1 says he is waiving the annual 3% increase for 2011, not for 2012, but he is asking for a contract extension through 2012.

Mr. Lucadano stated I apologize that is not clear but what I meant to state is that we will keep the prices static through the two-year extension. I will waive it for both years. I presume the District will prepare a special addendum to incorporate all these changes.

Mr. Moyer stated yes, we will provide that to you.

Mr. Berube stated when you do the math, they are not eliminating the \$24,518, which is the total cost of litter and trash removal. There still a component for additional costs that they were not completely eliminating, specifically the dumpster and some ancillary costs.

Mr. Lucadano stated that is correct.

Mr. Berube stated we are not gaining the full savings that anticipated on our prior approval for the Assistant Field Manager. Luke Brothers is retaining some money on that item.

Mr. Lucadano stated that is correct.

Mr. LeMenager stated our costs are not as high because we can use their dumpster.

Ms. Kassel stated I do not know if we accounted for those costs in the estimate for the Assistant Dockmaster.

Mr. Berube stated yes, we did.

Mr. Moyer stated the only reason we broke even in the first year is because we are buying equipment. Clearly, we are ahead after we purchase the equipment.

Mr. Berube stated that is correct. I want everyone to be clear that there is a tradeoff where we are spending slightly more money than we anticipated, but I believe this is a fair trade. In our current contract, we effectively have a zero-day cancellation clause, not

30 days; if it is cancelled at will. Going to a 60-day termination probably does not matter because we cannot terminate and hire another company within that length of time anyway. I have varying concerns about some things with Luke Brothers, but this is a much better proposal than the initial one.

On MOTION by Ms. Kassel seconded by Ms. Snyder with all in favor, the revised proposal for Luke Brothers dated September 29, 2010 was approved, as discussed.

Mr. Haskett asked what will the effective date be for the change in scope? We still need to hire staff.

Mr. Evans responded I will let you work all of the logistics out.

Mr. Lucadano stated I have no problem with Mr. Haskett giving us a 30-day notice to help you out and we will change billing to reflect that.

Mr. Moyer stated that will be fine.

Mr. Qualls asked can I work with Mr. Lucadano directly on the addendum?

Mr. Lucadano responded yes.

Mr. Evans stated we also received an oak tree structural pruning proposal.

Ms. Kassel stated there is no indication as to which trees are included other than Oak trees and does not give us a count or let us know what is excluded. Is it just the Oaks along certain streets? There are also Elms, Sycamores and other trees along some of the streets.

Mr. LeMenager asked is this something we asked for them to quote on?

Mr. Haskett responded no, they took the opportunity to bid on that service since we have arborist services budgeted every year. The scope of services is vague and needs to be better defined.

Mr. Lucadano stated we are trying to establish parameters of what the District wants to accomplish with your arbor care program versus what we recommend. This is an amalgamation of those two things. Mr. Haskett explained what has been done in the past and we discussed what I suggest with respect to performing structural crown thinning, which is a process where we remove crossing limbs. We also plan to remove limbs that compete with the central lead so we can restore proper branching. Some of the trees were nursery grown, but they may not be growing in an outward fashion. This process will also include crown cleaning, which is the removal of any dead wood or limbs or anything that

detracting from the health of the tree. There are potential contributing issues with the diseased trees that the State has not been able to diagnose regarding affected trees earlier this year. One thing I noticed, as an Arborist and working throughout the State with this disease, is when the crown is properly thinned and pruned, it reduces the risk of progression of the disease and improves airflow, which is very important. If we sustain tropical force winds, with the canopies as dense as they are, the trees can get an umbrella effect. That will happen if a tree does not have enough air flowing through the canopy. We will thin the canopy so air can flow through the tree and not pull it out of the ground. We understand the description is vague, but there is no existing tree inventory. I wanted to give a basic explanation of what we propose to prune. We are not limiting it to any specific trees, but it is mostly the hardwoods on the property, especially the Oaks, which require a significant amount of pruning. I have no problem within our scope of work in performing additional pruning of the Oaks, Sycamores and Elms, but the Sycamores and Elms do not as much pruning as the Oaks.

Mr. Berube asked is this every tree on every street or just the main boulevards?

Mr. Lucadano responded it is the latter. Every foot of green space we currently maintain for the District was accounted for in the proposal, so just the main streets.

Mr. Evans stated there is a timing for this as there is a better season for the pruning to take place. When is that window?

Mr. Lucadano responded since we have more of a tropical climate, we have more options and there is no window of when you cannot do the pruning. Fall is a great time to do the pruning, when the sap and seeds are in the system which helps with callouses healing over the tree cuts. I would like to do this project in October.

Mr. Berube asked did we not do every tree in the project a year or two ago?

Mr. Haskett responded we phased it into two separate years. The main boulevards on Luke Brothers's proposal were the first phase that 'A Cut Above' pruned. The second year, they pruned the trees on some of the neighborhood streets as well as the parks and along U.S. 192. The cost was \$17,000 for the first year and \$6,000 to \$8,000 for the second year.

Mr. LeMenager stated the idea was that 'A Cut Above' will be coming back every year with a proposal.

Mr. Haskett stated that is correct.

Mr. LeMenager asked are they on the list to do any more work for next fiscal year?

Mr. Haskett responded they would be asked to propose the next phase. How it was set up initially, certain streets are pruned this year and left alone the following year.

Mr. LeMenager stated I am happy with our current provider for that particular function.

Ms. Kassel stated I am not happy with 'A Cut Above'. They were supposed to do crown thinning and I do not think they did. The trees look just as umbrella like as they did before they trimmed them.

Mr. Lucadano stated at no cost to the District, we removed all of the dead wood on these trees and applied proper pruning methods to all trees that were affected by this disease. By our proper pruning, we were able to save a number of trees that were in a state of decline, upon my diagnosis. We fronted a lot of those services to the District at no charge and I would ask for the opportunity to let us continue to do what we started.

Mr. LeMenager stated in the current contract Luke Brothers is supposed to be taking care of trees up to 10 feet. Two months ago, we asked why the job was not being done and why Schoolhouse Road was still not done. The answer was they would be getting to it. Two months later, it was still not done. I appreciate that you have good professional staff with knowledge of how to treat trees, but I question whether or not this gets to the workers whom you assigned to do the work.

Mr. Lucadano stated in the scope of contractual work, we are working up to an established height limit. The concern I have about a lot of these trees is they were elevated improperly, where the lower limbs were cut in half. As a result, they emit a sucker growth and improper branching habits on these trees. That is why we had the issue this summer of constantly having to elevate trees. I have grounds maintenance employees doing arbor care work. To perform the proper arbor care work, I need authorization to get up into those canopies to do proper lateral pruning back to the central lead. That kind of pruning is not included in our existing scope of work. I instructed Mr. Shafer to do light pruning on those trees because I do not want to perform improper pruning that had been done in the past by previous maintenance companies. I do not want to insult anyone because I do not know what they did, but I know what I see as an Arborist. If you approve the proposal, not only will I correct what I see, but I will also change the branching of the trees to grow in an upward fashion and we will perform proper

maintenance going forward, versus improper maintenance. I have not been comfortable with the elevation of what this scope of services is asking us to do. It is improper pruning for the Oaks and it makes the trees susceptible to a variety of problems. If you will let me prune these trees properly, you will see the difference.

Mr. Berube stated your crews have been pruning the trees here for 16 months. Has anyone heard these concerns about tree pruning before?

Mr. Haskett responded not necessarily. I understand his concerns.

Mr. Berube stated I hear what he is saying, but all of a sudden, we get a surprise where they cannot trim the trees where some of them have canopies that are literally touching the ground.

Mr. Evans stated I hear it differently. I hear him saying that he can perform the scope exactly the way he is asked to do it, but there may be repercussions because we have two different service providers working on the same trees. One impacts the other and there is an overlap. It is better to have one person who deals with the pruning of the entire tree because one affects the other.

Mr. Lucadano stated that is correct. If pruned properly, the elevations will not at the level they have been in the past. I can solve the elevation problems by cutting the canopies back, but that is not proper pruning. That is why we have gone light on the elevations. We have done it where we have had to. It is not that we were not able to, but proper branching and structural crown thinning will promote upward growth of the tree versus a lateral or downward path that a lot of these Oaks have right now. I believe we showed the difference at my cost when we brought in our arbor crew who trimmed all of the diseased trees at no charge. They are a different crew and a trained crew who knows how to properly prune trees.

Mr. Berube stated we are currently paying \$6,000 per year for pruning and now we are being asked to provide a special pruning project.

Ms. Kassel stated their contract provides for pruning below 10 feet. What this proposal discusses is pruning over 10 feet.

Mr. Lucadano stated the proposal is for pruning above 10 feet, but it will address the structural elevations included in the contract to get them in a proper growth pattern. Most of the work will be above 10 feet with the proposal you are discussing. To clarify, the limbs that are pruned for elevation is what we are being asked to prune now, but those

limbs are over 10 feet above the ground. All we are doing is chopping the base of those limbs to elevate them and that is not proper pruning. I think we have an opportunity to promote the growth habit and the health of these trees. I believe the conditions that affected the trees earlier this year had something to do with the necessity of the pruning rotation I am proposing.

Ms. Kassel asked how many trees does this scope cover?

Mr. Berube responded 1,061 trees.

Mr. Haskett stated included in the budget this next fiscal year is \$15,000 for Arborist tree services, regardless of who it is. Mr. Lucadano brings up several good points about the canopies and different methods of pruning that 'A Cut Above' has not been doing. Ms. Kassel noticed a few items that could be corrected. I suggest we give Mr. Lucadano the opportunity to do the same or better service than we have been getting, since it is in the budget.

Mr. LeMenager stated my concern is we received a surprise proposal to change suppliers and we do not give our current supplier an opportunity to respond. I do not object to one company doing the work, but I object to changing suppliers without giving our current supplier a chance to make their comments. I have said often enough that we should not have surprises at these meetings. This is a bit of a surprise, if this is the right thing to do, which is fine. The trees make the first impression of the community. If this is what we want to do, let us give the current supplier a chance to respond. I thought we had a multi-year plan with them, but now I am hearing they did not do a very good job. This is the first time I am hearing that.

Ms. Snyder stated we did not know until now that this will be a better job of what the tree needs.

Mr. LeMenager stated of course a contractor is going to say that it is a marketing issue.

Ms. Kassel stated the only reason I would be interested in getting a quote from 'A Cut Above' is for a comparative price purpose rather than for quality of service. We had them here more than once. They are pleasant when they attend the meetings and very neat with their work, but I do not think they were effective at the things they promised to do. If we receive a proposal from them, I would not want to hire them because they have not been effective.

Ms. Snyder stated two years ago, 'A Cut Above' charged us \$2,000 more than this proposal.

Ms. Kassel stated I am not sure if it was for the same scope of work.

Mr. Berube stated I think it was for a larger scope. To clarify the scope of work, you are going to take everything up to 10 feet and shape the entire canopy. There are a number of Oaks in the community.

Mr. Lucadano stated you do not shape an Oak tree. That is improper pruning. I do not know if this has happened in the past.

Mr. Berube stated this proposal will go up to 10 feet. Will you do what is needed within the canopy so you have a healthy growing tree?

Mr. Lucadano responded yes.

Mr. Berube stated there are a number of Oaks that have spikes at the top that appear to be dead wood.

Mr. Lucadano stated that will be performed by crown cleaning, removing fractured limbs and other areas of dead wood.

Mr. Berube asked once this occurs if we accept this proposal, will you continue the pruning portion of your contract?

Mr. Lucadano responded yes.

Mr. Berube asked in a year, will you bring a proposal to do this again for \$15,000?

Mr. Lucadano responded no.

Mr. Berube asked is this a one-time work effort?

Mr. Lucadano responded it is not a one-time work effort, but it will not need to be done in a year. A properly crowned, thinned and pruned hardwood tree can last two to three years.

Mr. Berube stated I want to clarify that the \$6,000 pruning portion of your contract will provide maintenance for what this proposal is going to do and the 10-foot height of canopies we are looking for should be maintained on an ongoing basis going forward.

Mr. Lucadano stated that is correct because then it becomes true maintenance where it has not been that in the past. We have been rectifying the growth pattern of the tree. Now we can just take care of sucker growth off the base or the central limb. I respect your comments and I want to defend one thing we spent a lot of my time on related to the diseased trees. I completely respect the District's right to get multiple proposals; which is

good business. I respect loyalty, too, but the reality is, you have a major problem with the expensive trees, which should have been pruned one at a time. Your other contractor was not around when work had to be done to these trees. That was performed at our cost and on our time based on our agricultural analysis. I hope you recognize that.

Mr. Berube stated I still think Luke Brothers had some culpability on the Live Oaks, which are turning brown again. After hearing what you said this morning, I think your proposal makes sense. I agree with Mr. LeMenager that this is a lot of money to spend at one time without getting a competitive bid. However, I think it makes sense to have one supplier maintaining our biggest asset and one person to go to when something goes wrong.

Mr. LeMenager stated I agree with that aspect.

Mr. Berube stated we have taken some things away from Luke Brothers and I am leaning toward accepting their proposal based on having one contractor maintain the trees.

Mr. LeMenager asked did I understand correctly that we are not talking about your current maintenance crews doing this work and are talking about specialized people doing this work?

Mr. Lucadano responded yes. The crews we have on site are not trained or equipped to do this type of work.

Mr. LeMenager stated that is the concern I have.

Mr. Berube stated based on what you just said, mulching on this property should begin in November. Last year's experience led to a disaster. Will your current crews do mulching or will that be a separate crew?

Mr. Lucadano responded there is seasonality of work in the landscaping industry, which is how it should be. The crews who are here should be part of the mulching process regarding how the project will be managed, how the material will be ordered and how the project will be accounted for. We kept our contract when it came to mulch installation as there is no time limit to complete the work. We did not necessarily do anything wrong, but I agree with you that it was poorly done and it took too much time to review the work to check the areas that were not done. I completely agree with you and Mr. Shafer and I have a plan for the work effort. We will use on-site staff to perform that work, but it will be done in an organized and professional manner.

Mr. LeMenager asked are we going to take into account the University of Florida's advice that we over mulched the tree rings? That was part of their report. I appreciate that we are looking to install more mulch, but experts told us we over mulched and that contributed to the problems with the trees. Let us not put down a lot of mulch to make it look good. While it may look pretty, it is not necessarily healthy for the trees.

Mr. Golgowski responded that is correct.

Ms. Snyder asked what about the trees on the other streets?

Mr. Haskett responded they can come up with a proposal for the following year. It is not in the budget to do all of the trees in one year. This year they can do the main roadways and next year do the side streets and some of the smaller park areas.

Mr. Berube stated we have \$30,000 in the budget for the irrigation project, which we have not designated elsewhere. If the trees need help, we have the money if we do not spend it somewhere else.

On MOTION by Ms. Kassel seconded by Ms. Snyder with all in favor, the proposal from Luke Brothers for structural tree pruning along the main boulevards in the amount of \$15,000 was approved.

B. Aquatic Plant Maintenance – Bio-Tech Consulting

Mr. Medlin stated we will be performing two treatments to the ponds this month, the first was on the 9th and the second will be today. I do not see anything significant out of the ordinary. I had a look around this morning and things are looking good.

Mr. Evans asked what is triggering the algae blooms? Is it the heat?

Mr. Medlin responded many different things can contribute, including water chemistry, heat, sunlight and decaying vegetation. It is a combination of a lot of things.

Mr. Evans asked is one a lack of rain where you do not get as much water flushed through the stormwater ponds where you have diminished circulation and it gets more stagnant?

Mr. Medlin responded some ponds need the rain. Sometimes the algae problems fix themselves and some ponds seem to get more algae when the water level drops. Each pond is different as the water level may drop in one pond and the other will not get algae, but another one will. I have not been able to determine a formula for each pond yet.

Mr. Berube stated part of what we included in the aquatic weed control RFP was that we need to remain green and Florida Friendly. Is it safe to presume that the major treatment you do to the ponds is chemical based?

Mr. Medlin responded yes.

Mr. Berube stated I presume these chemicals are environmentally friendly.

Mr. Medlin stated they have all been tested, approved and registered for use in ponds. That is why we actually have 10 to 12 different chemicals. It is expensive to go through that process since they have to test them on animals, fish and humans, to make sure that the label rates we use to treat the plants does not harm any fish, birds, animals or humans.

Mr. Berube asked what would these ponds look like if no treatments occurred? Can you speculate on what we would see?

Mr. Medlin responded Spikerush would probably dominate most of the ponds, at least a 10-foot to 20-foot outer ring with algae covering that. There would also probably be a lot of Cattails growing in the planted areas as they usually spread quickly. If you drive along U.S. 192 and see stormwater ponds that look like they have not been maintained and are filled with Cattails and plants under the water and algae on top, that is probably a good idea of what these ponds will look like.

Mr. Berube asked beyond the aesthetic negative of that condition, is there a negative?

Mr. Medlin responded they are designed as stormwater retention ponds. In order to function, they are supposed to hold a certain volume of water and move throughout the stormwater system. With all of the extra vegetation, you start to lose that function. Orange County is cracking down on these smaller ponds in industrial areas that have just been let go and they now have to clean them up.

C. Dockmaster/Field Manager

Mr. Belieff reviewed the Monthly Boat Report, which was included in the agenda package and available for public review in the District Office during normal business hours.

Mr. Belieff stated residents are very happy with the two new kayaks. We installed two new motors, one for the large pontoon and one for the bass boat. Last month's fishing event had a large turnout with about 27 people.

Mr. Berube stated regarding the two motor replacements, both of them had parts needed that would nearly exceed the cost of replacing the motors. We analyzed this and spoke with Mr. Moyer, who agreed with me that it would be more advantageous to

replace the motors. Both of those motors are significantly updated from prior versions, which results in a longer battery life. We also noticed a pattern of the same failures within the motors, so we are implementing different maintenance programs that Mr. Belieff and I put together that will avoid a couple of the failures we had which proved to be fairly expensive. It is minimal maintenance to grease a couple bearings to keep corrosion from occurring and keeping fishing line from getting behind the props.

Mr. LeMenager asked what happened to the sailboat?

Mr. Belieff responded since it has been having so much use lately, there was some minor damage, which we need to repair, but it will be running soon. We are trying to avoid spending money, but it will be available soon.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

Mr. Moyer reviewed the financial statements, which were included in the agenda package and available for public review in the District Office during normal business hours.

Mr. LeMenager asked what are the penalties according to the assessment collection page?

Mr. Moyer responded if you do not pay your real estate taxes within the prescribed period, which is by March 31, if you pay after that point, the balance accrues penalties. You can take discounts if you pay prior to March, but if you pay after that date or if it goes to tax certificate sales, there are penalties assessed.

B. Invoice Approval #125 and Check Run Summary

Mr. Moyer reviewed the invoices and check summary, which were included in the agenda package and available for public review in the District Office during normal business hours.

Mr. Moyer stated this request includes an additional invoice from Hydrocom Technologies in the amount of \$501.25. There was also a request from Woolpert for the issuance of a check relative to Toho Water Authority in the amount of \$1,510.20 dealing with inspection of the waterline extension. The Woolpert invoice will be paid from the Capital Fund.

On MOTION by Ms. Snyder seconded by Mr. LeMenager with all in favor, Invoice Approval #125 and the check registers were approved as presented, including the two additions from Hydrocom Technologies and Woolpert, as discussed.

C. Public Comments/Complaints

Mr. Moyer reviewed the Complaint Log, which was included in the agenda package and available for public review in the District Office during normal business hours.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Qualls stated in reviewing the minutes, there were some things that I was asked to research. The first was a question regarding the responsibility for maintaining the area between the platted lot boundary and the street. Mr. Evans was correct that the responsibility falls to the homeowners. Page 22 of the Harmony Residential Properties Declarations of Covenants and Restrictions, states "*Each owner shall also maintain, mow, irrigate, replace sod and prune all landscaping lying within the right-of-way adjacent to public streets and alleys between the unit tract and lot boundary and the curb or the edge of the public street*". The second matter was a question from Mr. LeMenager about the right to fine a resident or go after the home owner to have them replace a tree because they killed it. We strongly advise against doing that. A CDD is a special-purpose local government for the purpose maintaining the infrastructure. It is not a general-purpose local government with full police or enforcement powers. You can adopt rules to try to make that happen, but we advise seeking an Attorney General opinion before doing so, to get some idea if such a measure will be upheld.

Mr. LeMenager stated I understand. Thank you for this useful information.

Mr. Qualls stated there was a voluminous public records request made to the District and I would like to commend the District Manager and the Supervisors who were involved for going by the book. We spent a great deal of time researching the exact specifics as Florida has one of the broadest public records law in the entire nation. Public records are available to the public. When a request is so extensive that it will require the extensive use of clerical work or supervisory assistance, there are measures in place to make sure the request is paid for by the requestor. I sent a couple memorandums to the Board by email related to this issue. I want to commend everyone for following the letter and the spirit of the law when in receipt of those public records requests.

Mr. LeMenager stated I want to make sure that we document the cost of doing this research and making it public knowledge how much this request cost the residents.

Mr. Qualls stated that is an excellent idea. A letter was sent from the general custodian of the records, who is your District Manager, to the requestor. The rule is that when extensive clerical or supervisory labor is involved, those are costs to the District and the District will have to pay for the actual cost of coming up with those records. While the public records law is fairly broad, there is also a requirement that records have to be reviewed to make sure there is no exempt material within those records that cannot be provided. There are not a lot of exemptions, but they are important because the District could be subject to a lawsuit if you were to turn over something that was exempt. The cost includes the time it takes to review those records and the time it takes to compile the records. A letter was sent to the requestor, the District responded promptly and in good faith said if the District was going to compile all of those records, the actual cost to be charged to the requestor would be a good faith estimate, which was set forth in the letter. Because the law is clear that payment has to be paid before the records are received, the requestor now knows what it will cost to compile those records. If the requestor wants those records, he will pay the District for the work of compiling the requested documentation.

Mr. LeMenager stated I want to be sure that we document the cost of someone asking for every action taken in the entire history of the CDD since the last General Election and they understand that the public are the ones who are paying for their request.

Mr. Berube stated there is a legal bill for this work; actually several bills.

Mr. LeMenager stated that is correct. I want to make sure that all the bills are clearly spelled out and we clearly put that on the record.

Mr. Berube stated I do not think Mr. Moyer's company gives us an extra bill for their work on this request, but I am not sure it is necessarily right, either. I am sure staff in Mr. Moyer's office has spent considerable time on this request.

Mr. Moyer stated staff spent a lot of time researching the number of items that would have to be provided. The cost Mr. Qualls refers to deals with the time to go through 44,000 emails to determine if something needs to be redacted because it is exempt and would expose the District to possible legal action if it was not redacted. That was the number provided to the requestor. All of the work done prior to this was part of our

contract and was absorbed by us. Mr. Qualls's work was not part of the number and there will be legal expenses that this Board will pay for this request.

Ms. Snyder stated I think everyone should know what that cost was for this request.

Mr. Qualls stated that is all part of being a local government. None of those costs are to dissuade anyone from making a public records request as those records are available to the public. The point is, there is a cost associated with compiling the records and the law is clear that a local government may be reimbursed for the actual costs it takes when the extensive use of labor or supervisory assistance is required. We researched this matter in great detail according to the law. At some point, when the District is in the frame of mind to adopt rules, it would be a good idea to have a rule setting the procedure that the District would follow when there is a public records request. For instance, defining what the word "extensive" entails according to the rule. It will also set forth the actual cost. Even though it is general law, it would be good practice to amend your current policies to include these types of requests. The rules will have to be amended at some point and at that time, this would be a good thing to do, in addition to whatever other rules may be amended or updated.

Mr. Evans stated it is my understanding that the estimate provided to the requestor did not cover all the items that we incurred. The actual costs would be much greater than that initial cost. To put it in perspective, it will probably be closer to \$8,000 to \$10,000 by the time you add all of the actual costs. For a records request of this magnitude, the requestor would have to submit a check for \$8,000 to \$10,000, to cover all of the costs associated before you begin to assimilate and prepare the documents. Mr. Moyer's time is not included in that quote, which will be a substantial amount of time.

Mr. Moyer stated that is correct.

Mr. Evans stated Mr. Qualls's time was also not included in the quote, which I believe is reimbursable.

Mr. Qualls stated my time so far has been general research from a public records aspect. If I am asked to review documents, there is cost of \$35 to \$40 per hour for Legal Counsel review of the documents to see if there is any legal reason that would necessitate the redaction of certain exempt information, which is all reimbursable. Section 119.074 of the Florida Statutes, states "*The custodian of the records shall furnish a copy of the records upon payment of the fee prescribed by law*". The law also sets forth the cost of

copies and the cost for the extensive clerical and supervisory oversight. What the law does not set forth is the actual cost and how the District will determine the cost. The District Manager did a great job providing this information to the requestor. There is case law that is based on actual costs for staff members, excluding their salary and benefits, for staff to provide these records. I want to commend you again for the way you and your staff handled that request.

Mr. Qualls stated in the notes of the financial statement for the General Fund revenues and expenditures, there is an item under expenditures for *Administrative Miscellaneous Assessment Collection* costs, which is the reimbursement to the Osceola County Board of County Commissioners. We discussed the fact that the District had no privacy of contract between the District and the Board of County Commissioners. Our fear is, if there was an audit, you could be questioned why you are paid the Board of County Commissioners when there was no contract or authority to do so. We met with the Property Appraiser several times and I scheduled a meeting with the Tax Collector, the Honorable Patsy Heffner this morning. Ms. Heffner spoke with the Property Appraiser who asked her to draft a letter to all the Districts saying that it was fine with the Property Appraiser for the Board of County Commissioners to charge for what the Property Appraiser was supposed to do. I do not know if the Property Appraiser will send that letter, but it has been contemplated and if that letter is sent, it will take care of this issue.

B. Engineer

Mr. Althafer stated we were asked to follow up with the Toho Water Authority on an easement they need over the watermain constructed earlier this year. We followed up with them and are in the process of providing them with everything they need to close out the project.

Mr. Evans asked is the only outstanding item, the check for the inspection?

Mr. Althafer responded yes.

C. Developer

Mr. Golgowski stated I distributed a spreadsheet prepared by the South Florida Water Management District regarding the grant application we submitted to the Water Management District for funding improvements to the irrigation system, specifically to add flow sensors and flow valves that could give us real-time information on the amount of water flowing through the irrigation lines. If there is unexpected excess water, such as

a leak, it will identify that right away and shut the line down electronically so the leak will stop and allow us to address it. Unfortunately, there was only \$300,000 available from the Water Management District and we did not receive the grant. We budgeted \$60,000 for this project and expected a reimbursement of \$30,000, which remains in your budget. That money can still be used for the irrigation project, but you will be funding it 100%.

Mr. LeMenager stated Broward County won four of their projects, so their water system must be in awful shape.

Mr. Moyer stated Broward County has 29 municipalities and this is four of the 29.

Mr. Berube stated even if we saved 10% per month of our total dollars with this upgraded system, that is a lot of money. We spend \$8,000 or \$9,000 a month on water, with \$1,000 for potable water. If we save 10%, it will be \$800 or \$900 per month, so recouping a \$30,000 investment would take a long time with only saving 10% a month. Maybe it was not a bad thing for us not to receive the grant. The payback on this may have taken a long time.

Mr. Haskett stated the swing set was installed at Lakeshore Park and it is getting a lot of use. We updated the diaphragm valves that make the water feature function and we need to do this every three years. It cost us \$1,300 and considering the use of that water feature, it is a low maintenance cost. I am also looking at total pool improvements for the Swim Club. The fiscal year 2011 budget anticipates replacing pool tiles, which I am getting some bids for as they are sinking around the outer edge of the pool deck, as well as getting rid of the rocks. I will have a proposal next month.

Mr. Berube asked what is the status of the 100 trees we purchased?

Mr. Golgowski responded we have not taken delivery of them yet. We are lining up crews to install before we take delivery of them. We have them on hold, but we have not purchased them yet.

Mr. Berube asked will we install all 100 trees immediately, or will we stockpile some of these? Has that plan been developed?

Mr. Golgowski responded we identified locations for half of them and we will hold onto the balance.

Mr. LeMenager asked is the large school bus permanently parked in front of the entrance to Lakeshore Park on CDD land or private land?

Mr. Tome responded it is part of the five-acre tract we own. The border runs where the old basketball court was.

Mr. LeMenager asked why is it parked there? It was already vandalized once.

Mr. Tome responded on weekends, they are going to park it behind the community school. The School District requires this in the event of inclement weather, such as a tornado warning or hurricane as the students have to be able to get on a bus to evacuate to a school that is built to withstand high winds. It is a State Statutory mandate.

Mr. LeMenager asked can they park it closer to the school?

Mr. Tome responded I can address that with them.

Mr. LeMenager stated we are trying to promote the lake, but all you see is a huge bus blocking the view to the lake.

Mr. Tome stated I think they are parking it where the annex school used to be, so it is probably the same bus driver. Because it was being vandalized, on the weekends it will be moved behind the community school.

SIXTH ORDER OF BUSINESS

Supervisor Requests

Ms. Snyder stated I noticed on the comment log that there was a tree on Buttonbush and Catbrier, but it does not say what was done or whether it was done. It only says pending.

Mr. Haskett stated we removed the tree we are waiting for the replacement tree to arrive.

Mr. LeMenager stated I will not be here next month as I have a family reunion. Since this is my last meeting with Ms. Snyder, I want to say how much I have enjoyed serving on this Board with Ms. Snyder. I always find her comments to be interesting and she gets to some of the details that some of us miss. Thank you very much for your service to this Board.

Ms. Kassel stated I have a request for the comment log. Some items were marked as addressed or complete. The CDD may have made a phone call to address it, but that does not mean it was actually completed.

Mr. Berube asked do you have something specific in mind?

Ms. Kassel responded my husband mentioned that one of the irrigation leaks was marked complete last month, but it was still leaking. One specific item was regarding the gate in the large dog park. There was an issue once the new fence line was put in for the

new trail that the drop fork was catching in the chain link. It was marked complete, but the work was not actually done until much later. Thank you to Mr. Haskett for getting the hinge changed on the exterior gate on the large dog park on the east side. However, on the interior gate, all of the hinges need to be put on the left and the drop fork on the right to keep the drop fork from getting caught in the chain link.

Mr. Haskett stated I was not aware that the second gate did not get switched out.

Ms. Kassel stated that is an example of something that was marked complete but it had not been done. I understand Mr. Haskett is not employed directly by the CDD, but I do not know if there is a way of not marking an item complete until Mr. Belieff or his assistant checks to make sure it was actually completed, unless the Management Company knows that it has been completed.

Mr. Berube stated you want a differentiation between someone knowing about the problem and it actually being fixed.

Ms. Kassel stated yes. Once someone has been notified, the CDD thinks it has been completed, whether or not it has been completed.

Mr. Berube stated we just want better follow-up on the communication log.

Mr. LeMenager stated I think it might be good idea to put up signs indicating that there is a path there because I go for a walk in the morning and I do not think the students and staff at the school know it is complete and there is a path for them. I do not think they are using it.

Mr. Tome stated there is some work yet to be done specifically on the Schoolhouse Road side to show there is an entry. That is forthcoming.

Mr. Berube stated the new Live Oaks appear to be in some stage of growth other than green.

Mr. Haskett stated this is due to the dry weather and some high winds that we had lately. I checked them this week and they seem to be thriving. They seem to have lost their dead leaves with is a good sign. We will continue to monitor the Live Oaks and replace any that decline or are in bad condition.

SEVENTH ORDER OF BUSINESS

Audience Comments

Mr. Mike Flaherty stated it was mentioned earlier about a penalty on the assessments.

Mr. Evans stated on your property tax bill, if you pay early, you receive a discount.

Mr. Flaherty asked when is a penalty incurred?

Mr. LeMenager responded when homeowners do not pay their assessments to the District.

Mr. Moyer stated that penalty is not paid by the District.

Mr. Flaherty asked how many times are you going to paint this building?

Mr. LeMenager responded this building is not on CDD property.

Mr. Flaherty stated I heard that Luke Brothers will not be doing trash removal. What will be charged to the District?

Mr. Berube responded they will be doing trash collection. We hired a new employee who will be a handyman to help clean up the streets and the edges of lakes. The first year will have a net zero gain because we have to purchase equipment, but the second year, we will save about \$10,000 based on the change to the Luke Brothers contract and Jan Pro for cleaning the bathrooms and a few other changes. Plus we will have another person to backup Mr. Belieff and complete miscellaneous work.

Mr. Flaherty stated Luke Brothers said it has been dry the last few months, but the grass is overgrown in the dog parks. When you walk on the sidewalks, branches are hitting you in the head. When will this be taken care of?

Mr. Evans responded we discussed tree trimming earlier in the meeting. They were previously responsible for up to 10 feet and a lot of these limbs are higher than that.

Mr. Flaherty asked does it mean they are supposed to keep them trimmed 10 feet above the sidewalk?

Mr. LeMenager responded you can do what I do and keep some shears with you. I go around and if it hits me in the head, I trim them myself.

Mr. Flaherty stated that is a good idea, but I pay taxes and assessments, so it should not be my responsibility to take this action.

Mr. LeMenager stated it is not my responsibility, either, but I do it.

Mr. Berube stated to be clear, Luke Brothers is only responsible for the main boulevards this year.

Mr. Flaherty stated that is the area I am referring to.

Mr. Berube stated you are correct that there are many low-hanging limbs, which is why we have this proposal. Based on what Mr. Lucadano told us today, the work should be complete by the end of October.

Mr. Flaherty asked what about the height of the grass in the dog parks?

Mr. Berube responded in the last couple weeks, I think they missed some areas. I do not know if there is a personnel problem. Mr. Haskett has probably noticed.

Mr. Haskett stated last week they skipped some of the maintenance areas to focus on U.S. 192 for weed pulling because the growth was not that great, but they are back on schedule as they started mowing again this week.

Mr. Flaherty asked are there provisions in their contract when they miss these areas for some financial responsibility? If they keep missing those areas, they will continue to do it unless there is some responsibility on their part.

Mr. Haskett responded that is taken care of. Have you filed your concerns with the District so that they are aware of it?

Mr. Flaherty responded I am doing that now.

Mr. LeMenager stated this is not the appropriate venue.

Mr. Haskett stated if you go to the website and communicate this directly to the District, it can be taken care of much faster, rather than waiting to bring it up at a CDD meeting.

EIGHTH ORDER OF BUSINESS Adjournment

The meeting was adjourned at 10:30 A.M.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman

Third Order of Business

3B

MAINTENANCE REPORT

CUSTOMER Harmony CDD Ponds DATE 9/30/10

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Larry

TREATMENT SERVICES

POND SITE INSPECTED	EMERG. VEG.	SUBMERG. VEG.	FLOATING VEG.	ALGAE	AQUASTAR	AQUATHOL K	COPPER SULFATE	CUTRINE	POND DYE	REWARD	SONAR	WEEDAR	OTHER
26	x				/							/	
7	x												
8	x												
5	x												
4	x												
20	x												
22	x												
29	x												
11,14	x												
15	x												

TARGETED VEGETATION Treated ponds for torpedograss and treated buffers for scattered cogon

grass patches.

ADDITIONAL NOTES / CONCERNS _____

3C

Buck Lake Boat Use
Sept 11-Oct 10

Name	Date	Time	M-W-TH	F-S-S	Total Passengers	20' Pontoon	16' Pontoon	18' Boat	Bass Boat	Sail Boat	Canoes	Kayaks	Solar
Belieff, Thomas (Greg group)	9/27/2010	6-730pm	x		7	x							
Earwood, R.	9/16/2010	8-10am	x		4							x	
Frankenberg, Mark	10/3/2010	3-7pm		x	3	x							
Garwood, Don	9/24/2010	8-10am	x		3							x	
Garwood, Don	10/1/2010	8-11am		x	4							x	
Garwood, Don	10/8/2010	730-10am		x	4							x	
Goldbres, Ron	9/26/2010	8-10am		x	3	x							
Hall, Turnisha	10/1/2010	5-730pm		x	8	x							
Llanos, Philip	10/2/2010	10-3pm		x	2		x						
Llanos, Philip	10/8/2010	11-2pm		x	2		x						
McGrady, J.	9/23/2010	10-12pm	x		4		x						
Moore, Stephen	9/16/2010	645-1230p	x		3	x							
Moore, Stephen	10/9/2010	7-2pm		x	3	x							
Oppenheimer, Alex	9/18/2010	11-3pm		x	2		x						
Oppenheimer, Alex	9/26/2010	7-1pm		x	2		x						
Oppenheimer, Alex	9/23/2010	7-12pm	x		5	x							
Quebman, Kay	9/13/2010	8-11am	x		4							x	
Scarpa, Bernard	10/4/2010	645-1pm	x		2			x					
Sorrough, Amber	9/30/2010	1130-1pm	x		5	x							
Sosa, Albert	10/10/2010	10-1pm		x	2		x						
Stearns, Chad	9/17/2010	10-12p		x	1							x	
Stearns, Chad	9/13/2010	8-11am	x		1							x	
Stone, Ed	10/2/2010	7-12pm		x	2			x					
Stone, Ed	10/1/2010	5-715am		x	2			x					
Vandeberg, Amanda	10/9/2010	10-12pm		x	5	x							
Vaughan, Jonathan	9/18/2010	645-12		x	2			x					
Waliga, Margaret	10/1/2010	10-2pm		x	7	x							
Walls, Ray	9/18/2010	645-12pm		x	3	x							
Walls, Ray	9/26/2010	645-12pm		x	2			x					
Walls, Ray	10/9/2010	10-1pm		x	1			x					
Weligs, Maggie	9/24/2010	830-11a		x	5	x							

Comments:

Buck Lake is closed on Tues & Wed
**Harmony Sailing Lessons

103	12	6	6	-	-	-	7	-
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31 Total Trips

Last Month	84	Passengers
	20	Trips

Fourth Order of Business

4A

**Harmony
Community Development District**

Financial Statements

September 30, 2010

**HARMONY CDD
BALANCE SHEET
SEPTEMBER 30, 2010**

	GENERAL	2001 DEBT SERVICE	2004 DEBT SERVICE	2004 CAPITAL PROJECTS	TOTALS
ASSETS	\$	\$	\$	\$	\$
CASH	166,759	-	-	-	166,759
CASH ON HAND	500	-	-	-	500
ASSESSMENTS RECEIVABLE, NET	88,890	39,900	354,852	-	483,642
DUE FROM OTHER FUNDS	18,110	-	-	-	18,110
INTEREST/DIVIDENDS RECEIVABLE	1,058	112	367	11	1,548
INVESTMENTS:					
CERTIFICATE OF DEPOSIT - 450 DAYS	125,000	-	-	-	125,000
MONEY MARKET ACCOUNT	376,885	-	-	-	376,885
CONSTRUCTION FUND	-	-	-	86,234	86,234
PREPAYMENT ACCOUNT	-	2,329	3,229	-	5,558
RESERVE FUND	-	1,430,739	861,350	-	2,292,089
REVENUE FUND	-	293,126	208,790	-	501,916
PREPAID ITEMS	1,031	-	-	-	1,031
TOTAL ASSETS	<u>\$ 778,233</u>	<u>\$ 1,766,206</u>	<u>\$ 1,428,588</u>	<u>\$ 86,245</u>	<u>\$ 4,059,272</u>
LIABILITIES & FUND BALANCES					
LIABILITIES	\$	\$	\$	\$	\$
ACCOUNTS PAYABLE	137,799	-	-	-	137,799
ACCRUED EXPENSES	37,710	-	-	-	37,710
DUE TO OTHER FUNDS	-	-	-	18,110	18,110
ACCRUED TAXES PAYABLE	122	-	-	-	122
DEPOSITS	725	-	-	-	725
DEFERRED REVENUE	12,693	39,900	-	-	52,593
TOTAL LIABILITIES	<u>189,049</u>	<u>39,900</u>	<u>-</u>	<u>18,110</u>	<u>247,059</u>
FUND BALANCES					
RESERVED FOR DEBT SERVICE	-	1,726,307	1,428,588	-	3,154,895
RESERVED FOR CAPITAL PROJECTS	-	-	-	68,134	68,134
UNRESERVED/UNDESIGNATED	589,184	-	-	-	589,184
TOTAL FUND BALANCES	<u>589,184</u>	<u>1,726,307</u>	<u>1,428,588</u>	<u>68,134</u>	<u>3,812,213</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$ 778,233</u>	<u>\$ 1,766,207</u>	<u>\$ 1,428,588</u>	<u>\$ 86,244</u>	<u>\$ 4,059,272</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS
ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

REPORT DATE: 10/15/2010

HARMONY CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING SEPTEMBER 30, 2010

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	500	500	3,809	3,309
INTEREST - TAX COLLECTOR	-	-	200	200
SPECIAL ASSMNTS- TAX COLLECTOR	622,750	622,750	621,490	(1,260)
SPECIAL ASSMNTS- CDD COLLECTED	914,364	914,364	914,364	0
SPECIAL ASSMNTS- DELINQUENT	-	-	4,785	4,785
SPECIAL ASSMNTS- DISCOUNTS	(24,911)	(24,911)	(9,437)	15,474
TOTAL REVENUE	1,512,703	1,512,703	1,535,211	22,508
EXPENDITURES				
ADMINISTRATIVE				
P/R-BOARD OF SUPERVISORS	9,600	9,600	8,800	800
FICA TAXES	734	734	673	61
WORKERS' COMPENSATION	2,000	2,000	-	2,000
PROFSERV-ARBITRAGE REBATE	3,000	3,000	-	3,000
PROFSERV-DISSEMINATION AGENT	500	500	500	-
PROFSERV-ENGINEERING	18,000	18,000	20,418	(2,418)
PROFSERV-LEGAL SERVICES	24,000	24,000	21,461	2,539
PROFSERV-MGMT CONSULTING SERV	52,516	52,516	52,516	-
PROFSERV-SPECIAL ASSESSMENT	11,089	11,089	11,089	-
PROFSERV-TRUSTEE	11,000	11,000	9,186	1,814
AUDITING SERVICES	15,500	15,500	8,000	7,500
COMMUNICATION - TELEPHONE	175	175	440	(265)
POSTAGE AND FREIGHT	2,000	2,000	827	1,173
INSURANCE - GENERAL LIABILITY	19,500	19,500	18,274	1,226
PRINTING AND BINDING	7,000	7,000	3,947	3,053
LEGAL ADVERTISING	2,500	2,500	990	1,510
MISC-ASSESSMNT COLLECTION COST	12,456	12,456	13,116	(660)
MISC-CONTINGENCY	1,000	1,000	276	724
OFFICE SUPPLIES	1,000	1,000	716	284
ANNUAL DISTRICT FILING FEE	175	175	175	-
CAPITAL OUTLAY	750	750	-	750
TOTAL ADMINISTRATIVE	194,495	194,495	171,404	23,091
OPERATIONS AND MAINTENANCE				
FIELD				
PAYROLL-SALARIED	4,800	4,800	3,761	1,039
FICA TAXES	3,725	3,725	-	3,725
PROFSERV-FIELD MANAGEMENT	43,896	43,896	43,896	-
TOTAL FIELD	52,421	52,421	47,657	4,764
LANDSCAPE				
UTILITY - REFUSE REMOVAL	32,576	32,576	34,521	(1,945)
R&M-GROUNDS	32,994	32,994	29,484	3,510
R&M-IRRIGATION	37,500	37,500	35,637	1,863
R&M-TREE TRIMMING SERVICES	15,000	15,000	6,000	9,000
R&M-TREES AND TRIMMING	21,115	21,115	20,252	863
R&M-TURF CARE	283,001	283,001	269,846	13,155
R&M-SHRUB CARE	110,539	110,539	101,714	8,825
MISCELLANEOUS SERVICES	10,000	10,000	600	9,400
TOTAL LANDSCAPE	542,725	542,725	498,054	44,671

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE
A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

HARMONY CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING SEPTEMBER 30, 2010

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
UTILITY				
ELECTRICITY - GENERAL	40,000	40,000	32,529	7,471
ELECTRICITY - STREETLIGHTING	385,220	385,220	375,959	9,261
UTILITY - WATER & SEWER	90,000	90,000	93,452	(3,452)
TOTAL UTILITY	515,220	515,220	501,940	13,280
OPERATION & MAINTENANCE				
CONTRACTS-LAKE AND WETLAND	33,250	33,250	21,635	11,615
COMMUNICATION - TELEPHONE	2,500	2,500	3,261	(761)
R&M-COMMON AREA	10,500	10,500	2,712	7,788
R&M-EQUIPMENT	21,000	21,000	11,772	9,228
R&M-POOLS	45,213	45,213	55,574	(10,361)
R&M-ROADS & ALLEYWAYS	5,000	5,000	2,900	2,100
R&M-SIDEWALKS	9,000	9,000	25	8,975
R&M-PARKS & AMENITIES	10,600	10,600	2,069	8,531
R&M-HARDSCAPE CLEANING	10,000	10,000	10,308	(308)
MISC-CONTINGENCY	20,000	20,000	1,925	18,075
TOTAL OPERATION & MAINTENANCE	167,063	167,063	112,181	54,882
RESERVES				
RESERVE - SELF INSURANCE	40,779	40,779	-	40,779
TOTAL RESERVES	40,779	40,779	-	40,779
TOTAL EXPENDITURES AND RESERVES	1,512,703	1,512,703	1,331,236	181,467
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES AND RESERVES	-	(0)	203,975	203,975
NET CHANGE IN FUND BALANCES	-	(0)	203,975	203,975
FUND BALANCE, BEGINNING (OCT 1, 2009)	385,207	-	385,207	385,207
FUND BALANCE, ENDING	\$ 385,207	\$ (0)	\$ 589,182	\$ 589,182

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE
A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

HARMONY CDD
2001 DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING SEPTEMBER 30, 2010

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	25,000	25,000	1,459	(23,541)
SPECIAL ASSMNTS- TAX COLLECTOR	1,071,740	1,071,740	1,040,281	(31,459)
SPECIAL ASSMNTS- PREPAYMENT	-	-	7,974	7,974
SPECIAL ASSMNTS- CDD COLLECTED	433,379	433,379	433,309	(70)
SPECIAL ASSMNTS- DELINQUENT	-	-	8,058	8,058
SPECIAL ASSMNTS- DISCOUNTS	(42,869)	(42,869)	(15,807)	27,062
TOTAL REVENUE	<u>1,487,250</u>	<u>1,487,250</u>	<u>1,475,274</u>	<u>(11,976)</u>
EXPENDITURES				
ADMINISTRATIVE				
MISC-ASSESSMNT COLLECTION COST	21,435	21,435	20,678	757
TOTAL ADMINISTRATIVE	<u>21,435</u>	<u>21,435</u>	<u>20,678</u>	<u>757</u>
DEBT SERVICE				
PRINCIPAL DEBT RETIREMENT	290,000	290,000	285,000	5,000
PRINCIPAL PREPAYMENTS	-	-	20,000	(20,000)
INTEREST EXPENSE	1,144,775	1,144,775	1,144,413	362
TOTAL DEBT SERVICE	<u>1,434,775</u>	<u>1,434,775</u>	<u>1,449,413</u>	<u>(14,638)</u>
TOTAL EXPENDITURES AND RESERVES	<u>1,456,210</u>	<u>1,456,210</u>	<u>1,470,091</u>	<u>(13,881)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES AND RESERVES	<u>31,040</u>	<u>31,040</u>	<u>5,183</u>	<u>(25,857)</u>
NET CHANGE IN FUND BALANCES	<u>31,040</u>	<u>31,040</u>	<u>5,183</u>	<u>(25,857)</u>
FUND BALANCE, BEGINNING (OCT 1, 2009)	<u>1,721,124</u>	<u>-</u>	<u>1,721,124</u>	<u>1,721,124</u>
FUND BALANCE, ENDING	<u>\$ 1,752,164</u>	<u>\$ 31,040</u>	<u>\$ 1,726,307</u>	<u>\$ 1,695,267</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE
A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

HARMONY CDD
2004 DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING SEPTEMBER 30, 2010

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	20,000	20,000	1,864	(18,136)
SPECIAL ASSMNTS- CDD COLLECTED	<u>1,201,223</u>	<u>1,201,223</u>	<u>1,201,217</u>	<u>(6)</u>
TOTAL REVENUE	<u>1,221,223</u>	<u>1,221,223</u>	<u>1,203,081</u>	<u>(18,142)</u>
DEBT SERVICE				
PRINCIPAL DEBT RETIREMENT	210,000	210,000	210,000	-
INTEREST EXPENSE	<u>1,014,863</u>	<u>1,014,863</u>	<u>1,014,863</u>	<u>(1)</u>
TOTAL DEBT SERVICE	<u>1,224,863</u>	<u>1,224,863</u>	<u>1,224,863</u>	<u>(1)</u>
TOTAL EXPENDITURES AND RESERVES	<u>1,224,863</u>	<u>1,224,863</u>	<u>1,224,863</u>	<u>(1)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES AND RESERVES	<u>(3,639)</u>	<u>(3,639)</u>	<u>(21,782)</u>	<u>(18,143)</u>
NET CHANGE IN FUND BALANCES	<u>(3,639)</u>	<u>(3,639)</u>	<u>(21,782)</u>	<u>(18,143)</u>
FUND BALANCE, BEGINNING (OCT 1, 2009)	<u>1,450,369</u>	<u>-</u>	<u>1,450,369</u>	<u>1,450,369</u>
FUND BALANCE, ENDING	<u>\$ 1,446,730</u>	<u>\$ (3,639)</u>	<u>\$ 1,428,587</u>	<u>\$ 1,432,226</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE
A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

HARMONY CDD
2004 CAPITAL PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDING SEPTEMBER 30, 2010

	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YTD BUDGET VS. ACTUAL VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$
REVENUE				
INTEREST - INVESTMENTS	-	-	116	116
TOTAL REVENUE	-	-	116	116
CONSTRUCTION IN PROGRESS				
CONSTRUCTION IN PROGRESS A	-	-	141,952	(141,952)
TOTAL CONSTRUCTION IN PROGRESS	-	-	141,952	(141,952)
TOTAL EXPENDITURES AND RESERVES	-	-	141,952	(141,952)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES AND RESERVES	-	-	(141,836)	(141,836)
NET CHANGE IN FUND BALANCES	-	-	(141,836)	(141,836)
FUND BALANCE, BEGINNING (OCT 1, 2009)	-	-	209,970	209,970
FUND BALANCE, ENDING	\$ -	\$ -	\$ 68,134	\$ 68,134

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE
A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

**Harmony
Community Development District**

Notes to the Financial Statements

September 30, 2010

GENERAL FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS	See Cash and Investment Report for details		
ASSESSMENTS RECEIVABLE, NET	Delinquent assessments from FY2006 will be added to assessment roll	\$	11,433
	Delinquent assessments from FY2010		1,260
	Birchwood O&M assessment invoice for September 2010		<u>76,197</u>
		Total	<u>\$ 88,890</u>
DUE TO/FROM OTHER FUNDS	Due from Capital Project Series 2004	\$	18,110
INTEREST/DIVIDENDS RECEIVABLE	Accrued interest from Certificates of Deposit	\$	1,058
PREPAID ITEMS	US Bank Trustee Fee- Series 2004 (10/1 -11/30 2010) -2 months	\$	1,031

LIABILITIES

ACCOUNTS PAYABLE			
	Luke Brothers Inc.	\$	84,325
	Severn Trent Management Services		17,568
	Kissimmee Utility Authority		11,953
	Advance Marine		3,089
	Young Van Assenderp, P.A.		4,139
	Woolpert Inc		3,911
	Bio-Tech Consulting Inc.		3,060
	Various invoices paid in October		<u>9,754</u>
		Total	<u>\$ 137,799</u>
ACCRUED EXPENSES			
	City of St. Cloud - Electricity General from 9/17 - 10/15/2010		31,330
	City of St. Cloud - Electricity Streetlight from 9/17 - 10/15/2010		3,300
	Bio-Tech Consulting - Contracts Lake and Wetland for September		1,530
	Woolpert Inc - September expenditures		1,500
	Orlando Sentinel - Legal advertising for September meeting		<u>50</u>
		Total	<u>\$ 37,710</u>
DEPOSITS	Deposits for Pool Keys	\$	725
DEFERRED REVENUE	Delinquent assessments from FY2006 and FY2010	\$	12,693

Harmony Community Development District

Notes to the Financial Statements

September 30, 2010

GENERAL FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS	Interest earned on operating and investment accounts
INTEREST- TAX COLLECTOR	Interest earned on assessments collected by Osceola Tax Collector between the period of collection and distribution to the District. Paid quarterly.
SPECIAL ASSMNTS - TAX COLLECTOR	Non-Ad Valorem assessment collected by the Tax Collector on all the platted parcels.
SPECIAL ASSMNTS - CDD COLLECTED	Non-Ad Valorem assessments collected by the District on all the un-platted parcels.
SPECIAL ASSMNTS - DELINQUENT	Non-Ad Valorem delinquent assessments from FY2009 collected by the Tax Collector.
SPECIAL ASSMNTS - DISCOUNTS	Discounts on Non-Ad Valorem assessments collected by tax collector.

EXPENDITURES

ADMINISTRATIVE

PROFSERV-ENGINEERING	Woolpert Inc. - Services as of August 2010	
PROFSERV-LEGAL SERVICES	Young van Assenderp, P.A. services as of August 2010	
PROFSERV-TRUSTEE	US Bank annual fees plus expenses for Series 2001 and Series 2004	
INSURANCE - GENERAL LIABILITY	Public Risk Agency - Paid in Full for FY 2010 - General Insurance Policy	
MISC-ASSESSMNT COLLECTION COST	Invoice from the Osceola Board of County Commissioners for reimbursement of administrative costs	\$ 779
	Administrative and collection costs from Osceola County Tax Collector	<u>12,337</u>
		Total \$ <u>13,116</u>

FIELD

PAYROLL-SALARIED	Salary and benefits for full-time field manager/dockmaster Extra hours were necessary during the holiday season
FICA TAXES	Expenditures are included in salaried payroll

LANDSCAPE

UTILITY - REFUSE REMOVAL	Luke Bros monthly fee for trash removal and litter control within District	\$ 29,621
	Beyer's Welding Inc.- March invoice for repairing 28 trash cans	<u>4,900</u>
		Total \$ <u>34,521</u>
R&M-GROUNDS	Luke Bros monthly fee to maintain ground cover and plant annuals within District	
R&M-IRRIGATION	Luke Bros monthly fee for irrigation, maintenance. Walker Tech. monthly fee for Maxi-com. Received Weather Station reimbursement from Golf Club - \$1,540 in July	
R&M-TREES TRIMMING SERVICE	Luke Bros monthly fee for pruning and maintenance for trees over 10 feet	
R&M-TREES AND TRIMMING	A Cut Above Tree & Landscape - Arborist Tree Service	
R&M-TURF CARE	Luke Bros monthly fee for mowing, edging and maintenance of turf within District Luke Bros monthly fee for weed removal on Schoolhouse Rd. and Park near Primrose Rd.	
R&M-SHRUB CARE	Luke Bros monthly fee for pruning, mulching and maintaining shrubs within District	
MISCELLANEOUS SERVICES	Luke Bros monthly fee for relocating trees from US 192	

Harmony Community Development District

Notes to the Financial Statements

September 30, 2010

UTILITY

ELECTRICITY - GENERAL	City of St. Cloud - services through September
ELECTRICITY - STREET LIGHTING	City of St. Cloud - services through September
UTILITY - WATER & SEWER	KUA - services through September

OPERATION & MAINTENANCE

CONTRACTS-LAKE AND WETLAND	Bio-Tech Consulting monthly fees of \$1,530 and pond plantings \$3,274
COMMUNICATION - TELEPHONE	AT&T paid through June and Century Link paid through September 2010
R&M-COMMON AREA (DISTRICT FACILITIES)	District facility's expenditures; services to repair Time Clock, Flag Pole and gate

R&M-EQUIPMENT	Supplies and parts for boat /dock from NAPA Auto Parts.	\$	2,583
	Advanced Marine Services		2,805
	Advanced Marine Services - E Drive Motor		2,616
	Home Depot		465
	Various Invoices through September 2010		3,302
		Total	\$ 11,772

R&M-POOLS	Jan Pro \$735.39 through Sept. and Robert's Pool Service \$1,180 monthly service	\$23,159	
	A-1 Home Inspection Service - Pest Control monthly fee - \$75	300	
	Roberts Pool Service & Repair -replaced motor/seal at kiddy pool, replace grids	1,758	
	Spies Pool LLC - Pool supplies	7,955	
	Symbiont Service Corp - Thermal Pool Heat/ Cool Unit Repair	16,287	
	Osceola County Health Department	1,050	
	Grainger- Valve Rebuild Kit	1,597	
	Various Invoices through September 2010	3,468	
		Total	\$ 55,574

R&M-ROADS & ALLEYWAYS	Florida Site & Seed- Alley radius repair - \$2,900
R&M-SIDEWALKS	Supplies for sidewalk repair
R&M-PARKS & AMENITIES	Grainer - Water cooler and dog park supplies
R&M-HARDSCAPE CLEANING	Chapco Fence LLC. - fence installation, Buck Lake Park
	Ledesma Innovations Inc. - Invoice for pressure-washing and painting Swim Club
MISC-CONTINGENCY	Miracle Recreation Equipment Co. - Swing Set

**Harmony
Community Development District**

Notes to the Financial Statements

September 30, 2010

SERIES 2001 DEBT SERVICE FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS

See Cash and Investment Report for details

ASSESSMENTS RECEIVABLES, NET

Delinquent assessments from FY2006 and FY 2010

\$ 39,900

LIABILITIES

DEFERRED REVENUE

Delinquent assessments from FY2009 and FY 2010

\$ 39,900

SERIES 2001 DEBT SERVICE FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS

Interest earned on investments

SPECIAL ASSMNTS - TAX COLLECTOR

Non-Ad Valorem assessment collected by the Tax Collector on all the platted parcels

SPECIAL ASSMNTS - PREPAYMENT

Received payments for Debt Service Prepayments

SPECIAL ASSMNTS - CDD COLLECTED

Non-Ad Valorem assessments collected by the District on all the un-platted parcels.

SPECIAL ASSMNTS - DISCOUNTS

Discounts on Non-Ad Valorem assessments collected by tax collector

EXPENDITURES

ADMINISTRATIVE

MISC-ASSESSMNT COLLECTION COST

Administrative and collection costs from Osceola County Tax Collector

DEBT SERVICE

INTEREST EXPENSE

Due to principal prepayment, interest is lowered than budgeted.

**Harmony
Community Development District**

Notes to the Financial Statements

September 30, 2010

SERIES 2004 DEBT SERVICE FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS

See Cash and Investment Report for details

ASSESSMENTS RECEIVABLES, NET

Record Non-Ad Valorem assessments collected by the District in October 2010

\$ 354,852

SERIES 2004 DEBT SERVICE FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS

Interest earned on investments

SPECIAL ASSMNTS - CDD COLLECTED

Non-Ad Valorem assessments collected by the District on all the un-platted parcels.

SERIES 2004 CAPITAL PROJECTS FUND - BALANCE SHEET

ASSETS

CASH AND INVESTMENTS

See Cash and Investment Report for details

LIABILITIES

DUE TO OTHER FUNDS

Due to General Fund

SERIES 2004 CAPITAL PROJECT FUND - REVENUES AND EXPENDITURES

REVENUES

INTEREST- INVESTMENTS

CONSTRUCTION IN PROGRESS

CONSTRUCTION COSTS RELATED TO HARMONY WATER MAIN EXTENSION

Harmony

Community Development District

Cash and Investment Report September 30, 2010

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	Interest Bearing Account	n/a	0.25%	\$166,759
Cash On Hand		Petty Cash	n/a	0.00%	500
Money Market Account	CenterState	MMA	n/a	1.00%	276,491
Money Market Account	Florida Shores Bank	MMA	n/a	1.45%	100,393
Certificate of Deposit	CenterState	15 month CD	6/15/2011	1.75%	125,000
				Subtotal	\$669,144

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2001 Revenue Fund	US Bank	US Bank Fixed Commercial Paper	10/13/2010	0.43%	\$200,000
Series 2001 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$93,126
				Subtotal	\$293,126
Series 2001 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	2,329
Series 2001 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$1,430,739
Series 2004 Revenue Fund	US Bank	US Bank Fixed Commercial Paper	10/13/2010	0.32%	\$200,000
Series 2004 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$8,790
				Subtotal	\$208,790
Series 2004 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$3,229
Series 2004 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$501,192
Series 2004 Reserve Fund	US Bank	Commercest Bank CD	2/28/2011	0.38%	\$100,017
Series 2004 Reserve Fund	US Bank	Key Bank National Association CD	3/4/2011	0.32%	\$100,039
Series 2004 Reserve Fund	US Bank	Mission Bank CD	3/7/2011	0.31%	\$100,103
Series 2004 Reserve Fund	US Bank	GE Money Bank CD	8/5/2011	0.45%	\$60,000
				Subtotal	\$861,351
Series 2004 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$86,234
				Total	\$3,554,941

Harmony

COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COLLECTIONS SCHEDULE - OSCEOLA COUNTY TAX COLLECTOR
FISCAL YEAR ENDING SEPTEMBER 30, 2010

Date Received	Net Amount Received	Discount / (Penalty) Amount	Collection Costs	Gross Amount	General Fund Gross Assessments	Series 2001 Debt Service Gross Assessments
Assessments Levied				\$ 1,666,513	\$ 622,750	\$ 1,043,763
Allocation %				100%	37%	63%
10/9/09 (1)	\$ -	\$ -	\$ 779	\$ -	\$ -	\$ -
11/18/09	3,282	186	67	3,534	1,321	2,214
11/19/09	36,051	1,533	736	38,320	14,319	24,000
12/3/09 (2)	(1,370)	-	-	(1,370)	-	(1,370)
12/07/09	622,334	26,460	12,701	661,495	247,190	414,305
12/21/09	65,462	2,691	1,336	69,489	25,967	43,522
01/11/10	19,104	603	390	20,096	7,510	12,587
02/05/10	21,603	540	441	22,584	8,439	14,145
03/15/10	4,937	51	101	5,088	1,901	3,187
04/12/10	696,844	27	14,221	711,092	265,724	445,368
05/04/10	15,116	(245)	308	15,180	5,672	9,507
06/03/10	9,861	(293)	201	9,769	3,650	6,118
06/17/10	107,495	(3,195)	2,194	106,494	39,795	66,699
TOTAL	\$ 1,600,719	\$ 28,357	\$ 33,475	\$ 1,661,771	\$ 621,490	\$ 1,040,282
% COLLECTED				99.80%	99.80%	99.80%
TOTAL OUTSTANDING				\$ 4,742	\$ 1,260	\$ 3,482

Note (1) Reimbursement of Administrative cost.
Note (2) Resident - Paid debt service portion twice in error.

Harmony

COMMUNITY DEVELOPMENT DISTRICT

DELINQUENT ASSESSMENT COLLECTIONS SCHEDULE - OSCEOLA COUNTY TAX COLLECTOR

FISCAL YEAR ENDING SEPTEMBER 30, 2009

Date Received	Net Amount Received	Discount / (Penalty) Amount	Collection Costs	Gross Amount	General Fund Gross Assessments	Series 2001 Debt Service Gross Assessments
Delinquent Assessments FY 2009				\$ 12,844	\$ 4,785	\$ 8,058
Allocation %				100%	37%	63%
07/08/10	\$ 15,638	\$ (3,113)	\$ 319	\$ 12,844	\$ 4,785	\$ 8,058
TOTAL	\$ 15,638	\$ (3,113)	\$ 319	\$ 12,844	\$ 4,785	\$ 8,058
% COLLECTED				100.00%	100.00%	100.00%

4B

Community Development District

Invoice Approval Report # 126

October 18, 2010

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<u>ADVANCED MARINE SERVICES</u>	49121	A	\$ 472.49
	49556	A	\$ 483.91
			Vendor Total \$ 956.40
<u>AT & T</u>	0993377858X09262010	R	\$ 147.88
			Vendor Total \$ 147.88
<u>BIO-TECH CONSULTING INC</u>	10861	A	\$ 1,530.00
			Vendor Total \$ 1,530.00
<u>CENTURY LINK</u>	092510-11308	R	\$ 44.43
	100410-27636	R	\$ 48.49
	100710-83185	R	\$ 48.98
			Vendor Total \$ 141.90
<u>CHAPCO FENCE LLC</u>	1527	A	\$ 450.00
			Vendor Total \$ 450.00
<u>CITY OF ST CLOUD</u>	091310	R	\$ 33,209.17
			Vendor Total \$ 33,209.17
<u>DEPARTMENT OF COMMUNITY AFFAIR</u>	23682	R	\$ 175.00
			Vendor Total \$ 175.00
<u>FEDEX</u>	7-224-34585	R	\$ 8.85
			Vendor Total \$ 8.85
<u>JP ORLANDO LLC</u>	887	A	\$ 735.39
			Vendor Total \$ 735.39
<u>KISSIMMEE UTILITY AUTHORITY</u>	092710	R	\$ 11,953.05
			Vendor Total \$ 11,953.05
<u>LUKE BROTHERS INC.</u>	J012547	A	\$ 509.52
	J012546	A	\$ 246.61
	1009-98421	A	\$ 41,143.75
	1006-97707	R	\$ 41,143.75

Community Development District

Invoice Approval Report # 126

October 18, 2010

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
	J012584	A	\$ 719.30
	J012585	A	\$ 316.95
	J012619	A	\$ 245.02
		Vendor Total	\$ 84,324.90
<u>NAPA AUTO PARTS</u>	533777	A	\$ 43.27
	533778	A	\$ 5.99
		Vendor Total	\$ 49.26
<u>ORLANDO SENTINEL</u>	928452001	R	\$ 74.00
		Vendor Total	\$ 74.00
<u>ROBERTS POOL SERVICE & REPAIR</u>	091510	A	\$ 1,180.00
		Vendor Total	\$ 1,180.00
<u>SEVERN TRENT ENVIRONMENTAL SER</u>	2049551	A	\$ 8,843.58
		Vendor Total	\$ 8,843.58
<u>SPIES POOL LLC</u>	216061	A	\$ 56.80
	216059	A	\$ 56.80
	216113	A	\$ 263.65
	216114	A	\$ 448.45
	216242	A	\$ 462.25
	216243	A	\$ 361.50
		Vendor Total	\$ 1,649.45
<u>WALKER TECHNICAL SERVICES</u>	806	A	\$ 250.00
		Vendor Total	\$ 250.00
<u>WOOLPERT INC.</u>	2010006036	A	\$ 1,148.25
		Vendor Total	\$ 1,148.25
<u>YOUNG VAN ASSENDERP, P.A.</u>	10474	A	\$ 3,446.64
		Vendor Total	\$ 3,446.64
Total			\$ 150,273.72

**Harmony
Community Development District**

Check Register

September 1 - September 30, 2010

**Harmony
Community Development District**

**Check Register by Fund
For the Period from 9/1/2010 to 9/30/2010
(Sorted by Check No.)**

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
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GENERAL FUND - 001

001	52028	09/10/10	CENTURY LINK	082510-11308	#4078911308 8/25-9/24	Communication - Telephone	541003-53910	\$43.15
001	52031	09/16/10	CENTURY LINK	090410-27636	#4078927636 9/4-10/3	Communication - Telephone	541003-53910	\$47.27
001	52031	09/16/10	CENTURY LINK	090710-83185	#4074983185 9/7-10/6	Communication - Telephone	541003-53910	\$49.05
001	52035	09/17/10	CITY OF ST CLOUD	091310	BILLING PERIOD 8/10-9/9	Electricity - Streetlighting	543013-53903	\$1,879.24
001	52035	09/17/10	CITY OF ST CLOUD	091310	BILLING PERIOD 8/10-9/9	Electricity - General	543006-53903	\$31,329.93
001	52032	09/16/10	FEDEX	7-216-95611	#1209-1334-4	Postage and Freight	541006-51301	\$11.83
001	52036	09/22/10	FEDEX	7-224-34585	#1209-1334-4	Postage and Freight	541006-51301	\$8.85
001	52029	09/10/10	KISSIMMEE UTILITY AUTHORITY	090210-74940	#1525420-774940 7/19-8/12	Utility - Water & Sewer	543021-53903	\$199.94
001	52033	09/16/10	LEDESMA INNOVATIONS INC.	091410	PRESSURE WASHING HARMONY TOWN SQ	R&M-Hardscape Cleaning	546312-53910	\$552.00
001	52033	09/16/10	LEDESMA INNOVATIONS INC.	090810	PRESSURE WASHING: 4 PAVILIONS/POST & RAIL FENCE	R&M-Hardscape Cleaning	546312-53910	\$3,576.00
001	52030	09/15/10	MIRACLE RECREATION EQUIP CO.	703106	SWING SET	Misc-Contingency	549900-53910	\$1,925.28
001	52027	09/07/10	TRAVEL COUNTRY OUTDOORS	081410	2 KAYAKS & PADDLES	R&M-Equipment	546022-53910	\$2,045.90
001	52037	09/30/10	MARK W. LEMENAGER	PAYROLL	September 30, 2010 Payroll Posting			\$184.70
001	52038	09/30/10	STEVEN P. BERUBE	PAYROLL	September 30, 2010 Payroll Posting			\$184.70
001	52039	09/30/10	ROBERT D. EVANS	PAYROLL	September 30, 2010 Payroll Posting			\$184.70
001	52040	09/30/10	NANCY M. SNYDER	PAYROLL	September 30, 2010 Payroll Posting			\$184.70

Fund Total \$42,407.24

2001 DEBT SERVICE FUND - 201

201	52034	09/17/10	US BANK NATIONAL ASSOC	091710	TRANSFER OF 2009 DELQ TAX RECEIPT	Due From Other Funds	131000	\$9,811.45
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Fund Total \$9,811.45

Total Checks Paid \$52,218.69

4C



2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823

September 29, 2010

Harmony Community Development District
210 North University Drive, Suite 702
Coral Springs, Florida 33071

We appreciate the opportunity to offer our services to Harmony Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$15,940,000 Capital Improvement Revenue Bonds, Series 2004, respectively (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

The procedures that Grau has been requested to perform are solely the responsibility of the Issuer. Furthermore, Grau has no responsibility to advise the Issuer of other procedures that might be performed and makes no representations as to the sufficiency of such procedures for the purposes of the Issuer.

Grau's responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. Grau has no responsibility for updating the procedures performed or for performing any additional procedures.

Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

The Issuer shall provide accurate and complete information requested by Grau. Grau has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, the Issuer, even if Grau had reason to know or should have known of such inaccuracy or incompleteness.

Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management or of the Board of Directors of the Issuer.

Limitation on Liability

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

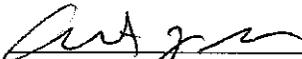
The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. Three annual rebate calculations will be performed (for the years ended 11/30/10, 11/30/11, and 11/30/12). We will discuss with you whether a fee adjustment is appropriate on rebate calculations for future periods. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,



Antonio J. Grau, CPA

Accepted and agreed to by Harmony Community Development District:

Signature: _____

Title: _____

Date: _____



2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823

September 29, 2010

Harmony Community Development District
210 North University Drive, Suite 702
Coral Springs, Florida 33071

We appreciate the opportunity to offer our services to Harmony Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$17,700,000 Capital Improvement Revenue Bonds, Series 2001, respectively (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

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Grau's responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. Grau has no responsibility for updating the procedures performed or for performing any additional procedures.

Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

The Issuer shall provide accurate and complete information requested by Grau. Grau has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, the Issuer, even if Grau had reason to know or should have known of such inaccuracy or incompleteness.

Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management or of the Board of Directors of the Issuer.

Limitation on Liability

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

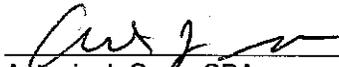
The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. Three annual rebate calculations will be performed (for the years ended 9/30/09, 9/30/10, and 9/30/11). We will discuss with you whether a fee adjustment is appropriate on rebate calculations for future periods. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,



Antonio J. Grau, CPA

Accepted and agreed to by Harmony Community Development District:

Signature: _____

Title: _____

Date: _____

4D

HARMONY COMMUNICATION LOG

Date	Description of complaint	Location	Action taken	Work Status	Name
6/28/2010	request for maple tree--grass dying	Beargrass Rd.	has to be a CDD board decision	Completed	Beth Maxim
6/28/2010	request for crape myrtle, not oak tree replacement tree	7106 Indian Grass	to be replaced in September	Completed	Kathy Murdoch
7/8/2010	request for crape myrtle, not oak tree replacement tree	7106 Indian Grass	to be replaced in September	Completed TH	Kathy Murdoch
7/26/2010	hitting a bump hard can damage the stand-up mowers		emailed Todd, discussed with Luke Bros.	Complete TH	Pam LeMenager
7/26/2010	dead tree still not replaced	Catbrier & Buttonbush	Todd will discuss at board meeting in July Tree removed, replacement scheduled Oct	Completed TH	Karen Russell
7/28/2010	broken sprinkler head in small dog park		Luke Brothers repaired	Completed TH	Dave Lehman
7/28/2010	unhappy with work of landscapers	Five Oaks Drive, etc.	Discussed with Luke Bros.	Completed TH	George Schiro
7/30/2010	area of wetness in small dog park--broken pipe??	near fence on north side	Luke Brothers repaired	Completed TH	Dave/Kerul Kassel
8/6/2010	unhappy with landscapers and CDD		Discussed with Luke Bros.	Completed TH	George Schiro
8/16/2010	gate latches are unsafe	large dog park on Catbrier	Chapco corrected	Complete TH	Jim Warren
8/16/2010	large decorative rocks being thrown into pool	Ashley Park Pool	Checked area, did not see issue at that time	Completed TH	Alandro Bracia
8/16/2010	unhappy with landscapers and CDD		Discussed with Luke Bros.	Completed TH	George Schiro
8/20/2010	irrigation on every day, incorrect coverage	park at Schoolhouse & Beargrass	Luke Brothers repaired	Completed TH	Pam LeMenager
8/20/2010	gate installed incorrectly, hanging	small dog park	gates are fixed, working as of 8/16	Complete TH	Kathy Ball
8/20/2010	poor landscaping (dead shrubs, trees need trimming, etc)	park behind Buttonbush	Discussed with Luke Bros.	Completed TH	Kathy Ball
8/24/2010	noise complaint from weed whackers	Bluestem Rd. ball field	Adjusted start time within limits of schedule	Completed TH	Jane Christenson
8/26/2010	CDD trees are dead, sickly, requesting crape myrtles	7106 Indian Grass	to be replaced in September, Advised owner tree scheduled for Oct.	Pending TH	Kathy Murdock
8/26/2010	questions about high water usage		answered in email correspondence	Complete	Kerul Kassel
8/26/2010	possible leak between small & large dog parks	Primrose Willow	leaks repaired on Catbrier & dog parks	Complete TH	Kerul Kassel
8/26/2010	empty fields not being mown & maintained	6840 Butterfly Dr.	discussed with owner schedule of empty lot mowing	Completed TH	Linda Donnarumeno
8/30/2010	not able to get irrigation working--reclaimed system on?		Toho had shut off the water community wide, discussed at Sept. CDD meeting	Complete	Bob Bradford
9/2/2010	use of boat felt "disrespected" by Thomas--claimed Thomas purposely pushed his reservation back to the afternoon when Thomas knew it would rain and would have to be cancelled		no one is allowed on the lake when a storm is coming, reminded resident no alcohol allowed on the boat, resident is a habitual offender, on the verge of having boating privileges revoked	Complete	Alan Santa Cruz
9/2/2010	are new plantings CDD approved	Five Oaks & Schoolhouse	Email response, not part of new landscape proposal	Completed TH	Pam LeMenager
9/3/2010	tree branches hanging over bike path	Five Oaks Road	Luke Tree Service correcting month of Oct.	Pending	George
9/7/2010	dispute over boat rentals (seems they are not available when the resident wants to use them), Thomas made them pour out their drinks/alcohol in glass containers at the pool or leave		3rd time this year resident has been reminded no glass containers and no alcohol permitted in the pool, habitual offender	Complete	Andy Brinkmoeller
9/7/2010	defecation on pool deck	Ashley Park townhomes	cleaned	Complete	Nicole Burda
10/5/2010	mowing of baseball field in early morning		Adjusted start time within limits of schedule	Completed TH	Jane Christensen