

# **HARMONY WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**&**

# **HARMONY**

**COMMUNITY DEVELOPMENT DISTRICT**

**March 17, 2022**

**BUCK LAKE COMMITTEE**

**MEETING AGENDA**

**Harmony West Community Development District and  
Harmony Community Development District  
Buck Lake Committee**

**OFFICE OF THE DISTRICT MANAGER**

**2300 Glades Road, Suite 410W • Boca Raton, Florida 33431**

**Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013**

March 10, 2022

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Committee Members


Harmony West Community Development District (HWCCDD) & Harmony Community Development District (HCDD)

Dear Committee Members:

The Members of Buck Lake Committee will hold a Meeting on March 17, 2022 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Review of Minutes from October 21, 2021 Committee Meeting
3. Review of Annual Meeting Committee Items
  - A. Financial Activity for Fiscal Year 2021
  - B. Current Year Treatment Plans and Funding Status
  - C. Buck Lake Management Plan
  - D. Review of Buck Lake Policies
4. Evaluation of Maintenance Services for Fiscal Year 2023
5. Committee Comments/Requests
6. Next Meeting Date: \_\_\_\_\_
7. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,  
  
Cindy Cerbone  
HWCCDD District Manager

**TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 801 901 3513**

# **BUCK LAKE COMMITTEE**

**2**

**DRAFT**

**MINUTES OF MEETING  
HARMONY WEST CDD & HARMONY CDD  
BUCK LAKE COMMITTEE**

The Members of Buck Lake Committee held a Meeting on October 21, 2021 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**Present were:**

Chris Tyree (via telephone)	Harmony West CDD Representative
Cindy Cerbone	Harmony West CDD District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC (WHA)
Jamie Sanchez (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine	Harmony West CDD District Counsel
Teresa Kramer (via telephone)	Harmony CDD Representative
Angel Montagna (via telephone)	Harmony CDD District Manager
Tim Qualls	Harmony CDD District Counsel
Jay Baker (via telephone)	Bio-Tech Consulting
Brett Perez (via telephone)	Inframark Infrastructure Management Services

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 10:35 a.m. Harmony CDD (HCDD) Board Member representative Teresa Kramer and Harmony West CDD (HWCCD) Board Member representative Chris Tyree were both attending via telephone.

Deleted: for

**SECOND ORDER OF BUSINESS**

**Review of Minutes from July 15, 2021  
Committee Meeting**

The Committee Members reviewed the Committee Meeting Minutes and did not have any changes. The minutes would be presented at the HWCCD and HCDD meetings for approval.

**THIRD ORDER OF BUSINESS**

**Continued Review/Discussion: Bio-Tech  
Consulting, Inc., Agreement and Change  
Orders for Environmental Services Related  
to Preparation of Buck Lake Management  
Plan and Buck Lake Policies**

41 **A. Agreement for Environmental Management Services [Aquatic Management**  
42 **Consulting/General Project Coordination]**

43 Both Boards have approved the Agreement, which was included for informational  
44 purposes. No further action or discussion was necessary.

**Deleted:** in which admin and maintenance were separated.

**Deleted:** The executed Agreement by Mr. Tyree, on behalf of  
HWCCDw

45 **B. BTC Proposal/Change Order No. 21-2277 [Aquatic Management Consulting/General**  
46 **Project Coordination]**

47 Mr. Rom stated that the not-to-exceed funding amounts of \$1,450 and \$2,900 were  
48 exceeded and presented Proposal No. 21-2277. Ms. Kramer voiced her opinion that the original  
49 amount was sufficient to cover the costs to make several iterations to a “basic” Management  
50 Plan; therefore, she could not support this increase or present it to the HCDD Board. Mr. Tyree  
51 stated he was not concerned about the increase. He inquired as to whether both CDDs split this  
52 cost or does HWCCD pay the full cost. It was noted that the costs would be split 50/50  
53 between both CDDs.

**Deleted:** enough

54 Ms. Cerbone recalled that a Management Plan was not in place until the Committee was  
55 formed and stated that launching costs are typically much higher than ongoing quick updates.  
56 because it involves developing a plan but providing ongoing updates should not cost as much.  
57 She stated that HWCCD discussed it and did not agree to adding a water quality section to the  
58 Plan.

59 Mr. Baker withdrew Proposal No. 21-2277.

60  
61 **FOURTH ORDER OF BUSINESS** **Continued Review/Discussion: Buck Lake**  
62 **Management Plan, Buck Lake Policies and**  
63 **Public Use Policies**

64  
65 **A. Updated Buck Lake Management Plan**

66 Mr. Rom confirmed that the Management Plan in the agenda package reflected the  
67 revisions discussed at the July meeting; whereby the water quality testing section was removed  
68 and included requests to include all Buck Lake portions, maps and addressing shoreline issues  
69 and torpedo grass. Ms. Kramer was in agreement with the Buck Lake Management Plan, as  
70 presented, and stated HCDD would have water quality testing done through the Lake Watch  
71 Program. Mr. Tyree accepted the Buck Lake Management Plan.

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77 **B. Policies for Use of Buck Lake**

78 Mr. Rom stated that the Policies for Use of Buck Lake included the edits that were  
79 requested by both CDD Board Member representatives at the last meeting. He noted that the  
80 edits were incorporated in the draft that was distributed about a month ago. Mr. Tyree and  
81 Ms. Kramer were both in agreement with the edited version of the Policies for Use of Buck  
82 Lake.

83 **C. Enforcement Options via Rule Establishment**

84 Mr. Earlywine reported the following:

- 85 ➤ The HCDD Rules are separate and apart from the HCDD Rules.
- 86 ➤ Forestar Representatives conveyed that they may have their own recreational facilities  
87 at the north end of the lake. so sometime in the future it may make sense for the HCDD  
88 Board to adopt its own rules. Sample rules were included in the agenda package.  
89 ➤ No action was needed at this time.

90 Ms. Kramer stated she would present this to the HCDD Board, as it may be best to give a  
91 formal document to the Sheriff's Department because the HCDD was having a problem with  
92 them not issuing trespassing notices to violators.

93  
94 **FIFTH ORDER OF BUSINESS** **Continued Review/Discussion: Bio-Tech**  
95 **Consulting, Inc., Proposal No 21-1034 for**  
96 **Environmental Services [Annual Inspection**  
97 **and Recommended Maintenance]**  
98

99 Mr. Rom presented the proposal and noted that the water quality scope of work and  
100 costs were removed from the proposal. Ms. Kramer asked for certain language in the proposal  
101 referring to work in upland and wetland areas to be modified to refer to Buck Lake proper and  
102 asked for clarification of how the lake and shoreline areas are treated. Mr. Baker stated he  
103 would submit a revised proposal. Ms. Kramer inquired about the statement that they would be  
104 "treating from the shoreline" and asked if that meant that they would not be going out in a  
105 boat to treat the lake. Mr. Baker stated that they would be treating all the Old World Climbing  
106 Fern that was located on the shoreline that could be best treated from the boat and further  
107 described the treatment process. Mr. Baker asked that Ms. Kramer provide specific verbiage to

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119 be added to the Proposal, she would email the verbiage to Mr. Baker, Ms. Cerbone and Ms.  
120 Montagna.

121  
122 **SIXTH ORDER OF BUSINESS** **Review of Harmony CDD Costs Incurred for**  
123 **Buck Lake Maintenance Services**

124  
125 Mr. Tyree agreed to recommend that the HCDD bear 100% of the expense for Lake  
126 Maintenance and would not bill HCDD for 50% of the Lake Maintenance cost for Fiscal Year  
127 2022 only, which only applies to Lake Maintenance costs, not Consulting Fees.

- Deleted: with Ms. Cerbone's statement
- Deleted: hat
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128 Ms. Cerbone stated that, once the HCDD approves this at its meeting later today, she  
129 would email Ms. Kramer and copy Ms. Montagna, Mr. Perez, Mr. Qualls and Mr. Earlywine.

130  
131 **SEVENTH ORDER OF BUSINESS** **Committee Comments/Requests**

132  
133 Neither Mr. Tyree nor Ms. Kramer had any further items. Mr. Tyree stated that he  
134 expected to have all items approved at the HCDD meeting later today.

135  
136 **EIGHTH ORDER OF BUSINESS** **Next Meeting Date: \_\_\_\_\_**

137  
138 The next Committee meeting will be scheduled for March 2022, on the third Thursday of  
139 the month, to discuss the Proposed Fiscal Year 2023 budget.

- Deleted: ould
- Deleted: or April

140  
141 **NINTH ORDER OF BUSINESS** **Adjournment**

142  
143 There being nothing further to discuss, the meeting adjourned at 11:02 a.m.

144  
145  
146  
147 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

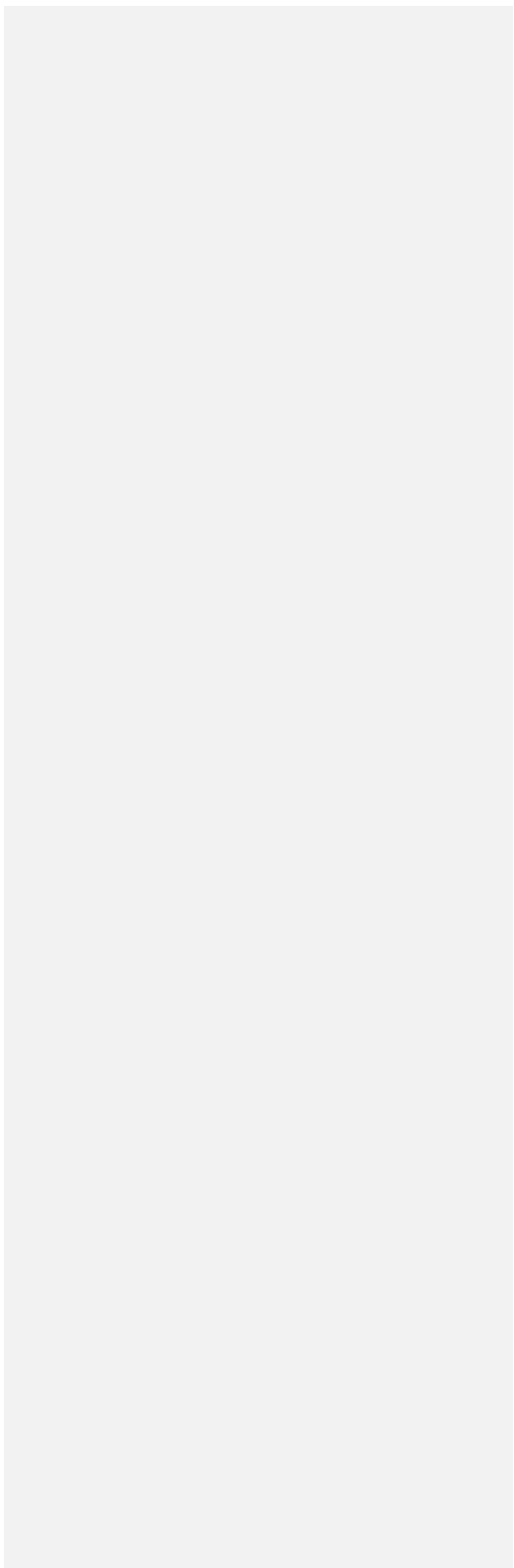
**HARMONY WEST CDD & HARMONY CDD DRAFT  
BUCK LAKE COMMITTEE**

**October 21, 2021**

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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair





# **BUCK LAKE COMMITTEE**

**3A**

# Harmony West CDD

# INVOICE

2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone 561.571.0010 Fax 561.571.0013

**DATE:** 10-Jan-2022  
**INVOICE #** 011022  
**FOR:** *Buck Lake Cost  
Share Expenses*

**Bill To:**  
Harmony CDD  
3500 Harmony Square Drive W.  
Harmony, FL 34773

DESCRIPTION	AMOUNT
Aquatic Management Consulting	\$ 405.00
General Project Coordination	1015.00
<b>TOTAL</b>	<b>\$ 1,420.00</b>

Make all checks payable to Harmony West CDD

# Invoice

**Invoice #:** 161677  
**Invoice Date:** 5/20/2021  
**Project Manager:** JEB  
**Project #:** 1277-01 Ha...  
**Contract #:** 21-714

**Bill To:**

Harmony West CDD Buck Lake  
 2300 Glades Rd  
 Suite 410W  
 Boca Raton, FL 33431

**Project Name:** Harmony West Buck Lake  
 (21-714)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	75-01	Aquatic Management Consulting	1,450.00	1,450.00		0	0.00%	0.00
	65-00	General Coordination ***TOTAL***	2,900.00	145.00		10	50.00%	1,450.00
4/5/2021	45-00VPD	General Project Coordination - Management Plan - Buck Lake				1		
4/6/2021	45-00VPD	General Project Coordination - Management Plan - Buck Lake				6		
4/8/2021	45-00VPD	General Project Coordination - Management Plan - Buck Lake				2		
4/28/2021	45-00VPD	General Project Coordination - Management Plan - Buck Lake				1		
		537.007 001 202.005						

\*\*\*We appreciate your business!\*\*\*

<b>Current Charges</b>	<b>\$1,450.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Invoice Total</b>	<b>\$1,450.00</b>



**Environmental and Permitting Services**  
 3025 E. South Street | Orlando, FL 32803  
 (407) 894-5969 | info@btc-inc.com  
 (877) 894-5969 | www.bio-techconsulting.com

# Invoice

**Invoice #:** 162075  
**Invoice Date:** 6/17/2021  
**Project Manager:** JEB  
**Project #:** 1277-01 Ha...  
**Contract #:** 21-714

**Bill To:**

Harmony West CDD Buck Lake  
 2300 Glades Rd  
 Suite 410W  
 Boca Raton, FL 33431

**Project Name:** Harmony West Buck Lake  
 (21-714)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	75-01	Aquatic Management Consulting	1,450.00	1,450.00		0.0	0.00%	0.00
	65-00	General Coordination -	2,900.00	145.00	1,450.00	4.0	70.00%	580.00
		***TOTAL***						
5/3/2021	65-00VPD	General Coordination - Management Plan - Buck Lake				0.5		
5/25/2021	65-00VPD	General Coordination - Management Plan - Buck Lake				1.0		
5/27/2021	65-00VPD	General Coordination - Management Plan - Buck Lake				0.5		
5/28/2021	65-00VPD	General Coordination - Management Plan - Buck Lake				2.0		
		537.007 001 202.005						

\*\*\*We appreciate your business!\*\*\*

<b>Current Charges</b>	<b>\$580.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Invoice Total</b>	<b>\$580.00</b>

# Invoice

**Invoice #:** 163496  
**Invoice Date:** 9/22/2021  
**Project Manager:** JEB  
**Project #:** 1277-01 Ha...  
**Contract #:** 21-714

**Bill To:**

Harmony West CDD Buck Lake  
 2300 Glades Rd  
 Suite 410W  
 Boca Raton, FL 33431

**Project Name:** Harmony West Buck Lake  
 (21-714)

537.007  
 001  
 202.005

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	75-01	Aquatic Management Consulting - ***TOTAL***	1,450.00	135.00	945.00	6	121.03%	810.00
8/2/2021	75-01	Aquatic Management Consulting - revised management plan				1		
8/3/2021	75-01	Aquatic Management Consulting - revised management plan				3		
8/23/2021	75-01	Aquatic Management Consulting -revised management plan				1		
8/24/2021	75-01	Aquatic Management Consulting - revised management plan				1		
	65-00	General Coordination	2,900.00	2,900.00	3,257.50	0	112.33%	0.00

\*\*\*We appreciate your business!\*\*\*

<b>Current Charges</b>	<b>\$810.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Invoice Total</b>	<b>\$810.00</b>

# **BUCK LAKE COMMITTEE**

**3B**

**AGREEMENT FOR ENVIRONMENTAL MAINTENANCE SERVICES  
[BUCK LAKE]**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2021, by and between:

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889 ("District"); and

**BIO-TECH CONSULTING INC.**, a Florida corporation, with a mailing address of 3025 East South Street, Orlando, Florida 32803 ("Contractor", together with District, "Parties").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance adopted by Osceola County, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide environmental maintenance services for Buck Lake, and further identified in **Exhibit A** attached hereto; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide environmental maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional environmental maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. SCOPE OF ENVIRONMENTAL MAINTENANCE SERVICES.** The Contractor will provide environmental maintenance services for Buck Lake, and further identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's



representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 5. COMPENSATION; TERM.**

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the following amounts:

	FY 2021-2022	FY 2022-2023	FY 2023-2024
Initial Lake Maintenance	\$3,500.00		
Monthly Lake Maintenance	\$1,200/month	\$1,200/month	\$1,200/month

The term of this Agreement shall be from the date first written above and through September 30, 2022 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for two (2) additional one (1) year terms, unless terminated pursuant to the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as

to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 6. INSURANCE.**

**A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any

change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 7. INDEMNIFICATION.**

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules,

regulations, or ordinances.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien.

**SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 12. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 13. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 14. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

**SECTION 15. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be

obtained and paid for by the Contractor.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 17. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received

only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

**SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell Hunt & Associates, LLC (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**SECTION 27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.


**SECTION 30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

**BIO-TECH CONSULTING INC.**

  
\_\_\_\_\_  
By: Jay E. Baker  
Its: Director

**Exhibit A:     Scope of Services**



**Exhibit A:  
Scope of Services**

**PROPOSAL FOR ENVIRONMENTAL SERVICES  
HARMONY WEST - BUCK LAKE MANAGEMENT  
BTC PROPOSAL No. 21-1034**

**1. MAINTENANCE INITIAL (75-3)**

Initial Herbicide Treatment. Initial treatment within the entire Buck Lake. This initial treatment will target all Category I and II Exotic Species (FLEPPC Lists) located within the preservation areas.

**NOTES:** Initial treatment of Buck Lake.

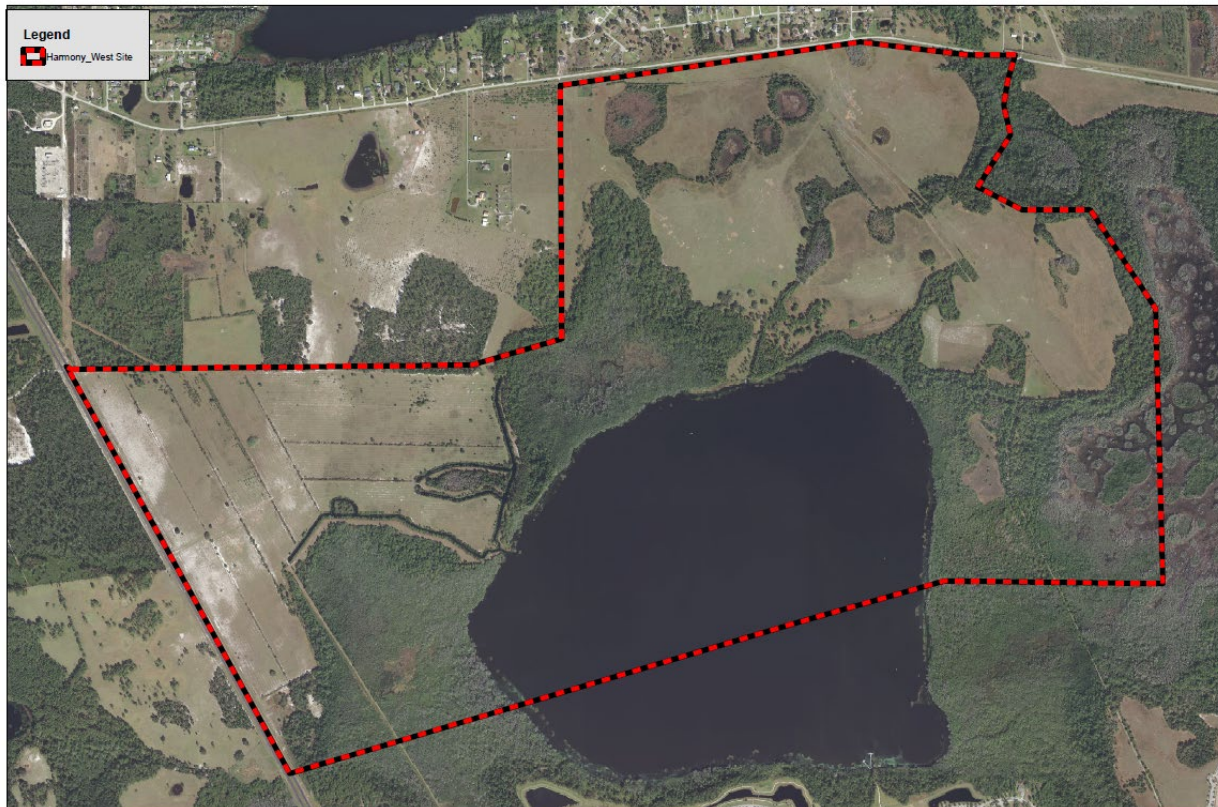
**TOTAL PRICE:** \$3,500.00

**2. MAINTENANCE MONTHLY - LAKESHORES (75-10)**

This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the lakeshore areas. Maintenance events will occur monthly.

**NOTES:** Buck Lake and associated areas on the lakeshore will be treated from a boat to ensure the entire lake is treated. Monthly=\$14,400.00 annual.

**Event Price:** \$1,200.00



# **BUCK LAKE COMMITTEE**

**3C**

Buck Lake Management Plan  
Harmony, Florida  
Osceola County

This plan has been created to set a standard for the management and maintenance of Buck Lake located in Harmony, Florida. Harmony is located along U.S. 192, north of the intersection of U.S. 192 and Harmony Square Drive within Sections 18, 19, 20, 24, 25, 26 29, and 30, Township 26 South, Ranges 31 and 32 East; Osceola County, Florida (Figures 1 & 2). This plan is designed to keep Buck Lake in a native vegetative condition, in an effort to enhance the wildlife habitat value of the lake and associated wetlands, as well as vegetative composition. The following describes the management plan associated with Buck Lake to include the management of invasive and exotic vegetation.

Invasive and Exotic Vegetation Management

Buck Lake is most consistent with the Lakes larger than 500 acres (521) FLUCFCS classification. Vegetation observed within this community includes primrose willow (*Ludwigia peruviana*), pickerelweed (*Pontederia cordata*), torpedograss (*Panicum repens*), water-hyacinth (*Eichhornia crassipes*), old world climbing fern (*Lygodium microphyllum*), Cuban bulrush (*Cyperus blepharoleptos*), and spatterdock (*Nuphar advena*). The four species that are concerning are water-hyacinth (*Eichhornia crassipes*), old world climbing fern (*Lygodium microphyllum*), torpedograss (*Panicum repens*), and Cuban bulrush (*Cyperus blepharoleptos*). These four species are largely invasive and could impact wildlife habitat, anthropogenic use and aesthetics. The following describes the impacts of these species:

Water-Hyacinth (*Eichhornia crassipes*)

Water hyacinth has a variety of negative impacts once introduced into a freshwater environment. It forms dense, impenetrable mats which clog waterways, making boating, fishing and almost all other water activities, impossible. It also reduces biodiversity by crowding out native plants at the water's surface and below. Water hyacinth mats also degrade water quality by blocking the air-water interface and greatly reducing oxygen levels in the water, eliminating underwater animals such as fish.

Water hyacinth is a major freshwater weed in most of the frost-free regions of the world and is generally regarded as the most troublesome aquatic plant. Despite its adverse impacts, it has been widely planted as a water ornamental around the world because of its beautiful, striking flowers. Water hyacinth spreads rapidly by producing stolons or "daughter" plants. Water hyacinth will never be completely eradicated, however management is necessary to control its rapid growth, as the mats it forms can double their size in 6-18 days.

### Old World Climbing Fern (*Lygodium microphyllum*)

OWCF climbs into the tree canopy and competes with canopy trees and understory vegetation for light. It can completely engulf Everglade tree islands, pinelands, and cypress swamps, and spreads across open wetland marshes. It can kill mature trees along with their associated epiphytic orchids and bromeliads, and smother understory vegetation, preventing regeneration of the native plant community. As time progresses, a thick mat of old fern material accumulates on the ground, severely altering the habitat. When fire occurs, the fern carries fire into the tree canopy, causing greater damage and transporting fire through wet areas that otherwise present a boundary to the spread of fire. Rare plant species, such as the tropical curlygrass fern (*Actinostachys pennula*) and thin-leaved vanilla orchid (*Vanilla mexicana*), are threatened in their last remaining habitats, such as northern Everglade tree islands and coastal bay swamps. However, the highest potential for significant damage to native plant populations is in areas such as Fakahatchee Strand State Preserve, Everglades National Park, and Big Pine Key National Wildlife Refuge, where numerous rare plants occur.

### Torpedograss (*Panicum repens*)

Torpedograss is one of the most serious weeds in Florida. It grows in or near shallow waters forming monocultures where it can quickly displace native vegetation. By 1992, torpedograss had taken over 70% of Florida's public waters. The largest infestations can be found in Lake Okeechobee where it displaces close to 7,000 acres of native marsh. Torpedograss management costs approximately \$2 million a year in flood control systems. The denseness of the mats may impede water flow in ditches and canals and restrict recreational use of shoreline areas of lakes and ponds. Preventive control can be accomplished by preventing the spread and fragmentation of rhizomes. This can be very difficult because if even a tiny fragment of rhizome is left in an area, it will reestablish itself. Control of infestations near waterways will prevent long-range spread via water and this should be a priority. Glyphosate has been the most effective herbicide used to control torpedograss.

### Cuban Bulrush (*Cyperus blepharoleptos*)

*Cyperus blepharoleptos* (Cuban bulrush) forms large monotypic floating mats on the surface of standing water. These mats may send out runners over other emergent plant species and crowd them or exclude them. Cuban bulrush does not appear to be a dangerous invasive throughout much of the world, but is "aggressively weedy" and is known to be invasive in Georgia and Alabama, US.

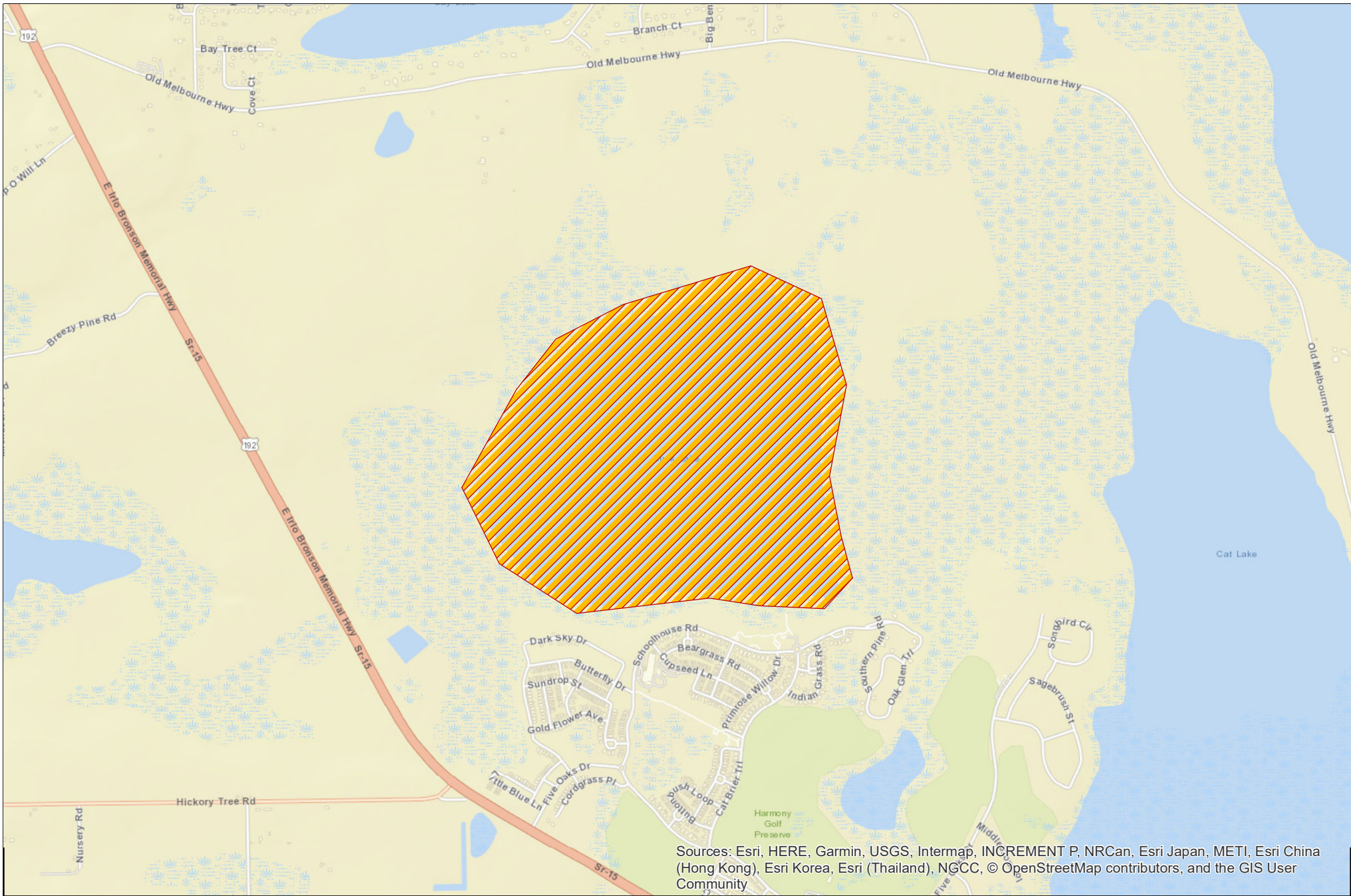
\*2021 University of Florida / IFAS / Center for Aquatic & Invasive Plants

Initial intense maintenance event(s) will be required to get Buck Lake and its associated canals back into natural condition. Current conditions include an over abundance of water hyacinth, Cuban bulrush and *Salvinia minima*. These plants have choked out the canals located within Harmony West. Once initial events have been completed, a standard monthly maintenance can begin to keep the canals and Buck Lake clear of nuisance vegetation.

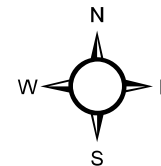
Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These management practices will be employed within the entire lake as needed. Monthly maintenance inspections will occur within Buck Lake to determine what, if any, management activities are required. Details of the management activities will be noted in a monthly treatment report.

All portions of Buck Lake will be managed for the benefit of wildlife, vegetative composition, and water quality. Obviously, the most important component of the management is treatment of nuisance and noxious vegetation, in perpetuity. Maintenance will include removal of any exotic or nuisance plant species (including, but not limited to water hyacinth, torpedo grass, old world climbing fern, Cuban bulrush, etc...). Water quality issues will be targeted and dealt with.

Staff will refer to the Florida Exotic Pest Plant Council Invasive Plant List (2019) to determine exotic and nuisance plants to manage. Licensed applicators through the Florida Department of Agriculture and Consumer Services will be utilized to apply herbicides. This Buck Lake Management Plan is designed to allow for anthropogenic enjoyment and wildlife proliferation throughout the lake, canals and adjacent wetlands.



Harmony West-Buck Lake  
 Osceola County, Florida  
 Figure 1  
 Location Map



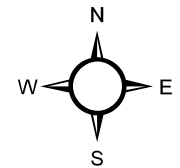
0 600 1,200 2,400  
 Feet

Project #: 1277-01  
 Produced By: JEB  
 Date: 6/29/2021



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Harmony West-Buck Lake  
Osceola County, Florida  
Figure 2  
Buck Lake and Canals



0 250 500 1,000  
Feet

Project #: 1277-01  
Produced By: JEB  
Date: 6/29/2021

**BUCK LAKE COMMITTEE**

**3D**



**HARMONY AND HARMONY WEST COMMUNITY DEVELOPMENT DISTRICTS’  
JOINT POLICIES FOR USE OF BUCK LAKE**

**Buck Lake Policies**

Buck Lake is a recreational lake and wildlife habitat located adjacent to Harmony and Harmony West Community Development Districts (“Districts”). These policies are intended to maintain Buck Lake for the recreational benefit of the residents of the Districts.

1. Swimming, bathing, wading and diving are prohibited in Buck Lake.
2. Boating and fishing are permissible on Buck Lake.
3. Prior to using any boat in Buck Lake, it must be thoroughly washed, off-site, if it has been used in another water body.
4. Permissible boat types that may be used on Buck Lake include oar or paddle driven boats, such as canoes, kayaks, row boats, and sculls; single hulled sail boats; and battery powered electric boats. With the exception of rescue operations or aquatic maintenance, use of gasoline or diesel-powered boats on Buck Lake is strictly prohibited. Boats may not exceed 20 feet in length. Boats used on Buck Lake must be operable and kept in good repair.
5. All federal, state, and local boating laws as well as all Joint District policies, regulations, and guidelines must be adhered to while using boats on Buck Lake.
6. All boats on Buck Lake must be equipped with life jackets and operated in a safe and courteous manner.
7. Any person operating or using a boat on Buck Lake must use his or her best efforts to protect the premises, equipment, and improvements owned by the Districts.
8. Only mushroom anchors are allowed on Buck Lake.
9. Fishing on a catch and release basis is recommended in Buck Lake; however, any person that elects to keep a fish should refrain from cleaning fish lakeside or from a boat. It is encouraged, but not required, to use barbless hooks for fishing. Fishing policies on Buck Lake follow the Florida Fish and Wildlife Conservation Commission (“FWC”) state freshwater fishery harvest guidelines.
10. Fishing lines must not be left unattended.
11. The following items are prohibited on or near Buck Lake: large nets, traps, spears, firearms, air rifles, and bows and arrows.

12. Any hazardous condition concerning Buck Lake must be immediately reported to the District Manager and the proper authorities.
13. No foreign materials may be disposed of in Buck Lake including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers or any other material that may be detrimental to the lake environment.
14. Feeding of any birds, fish, or other wildlife is prohibited.
15. Due to safety considerations, pets and other companion animals are not allowed in Buck Lake or the immediate shoreline area or on any watercraft. Disabled individuals, however, may be accompanied by one service dog for assistance, provided that: (a) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; (b) The dog is kept under control on a leash at all times; and (c) The dog is kept out of the water and away from the immediate shoreline areas.
16. Property owners and residents of the District are responsible for their tenants', guests', and invitees' adherence to these policies.
17. Children who are eleven (11) years of age or younger must be supervised by an adult while in the immediate Buck Lake shoreline area.
18. Tuesday is a day of rest for Buck Lake. No activity is permitted on Buck Lake. Fishing from the shore is permissible on Tuesdays.
19. For any wildlife removal requests, please contact FWC.

**Violation of the policies set forth herein may result in suspension or termination of amenity privileges and in the case of trespassing on private property, a criminal violation pursuant to Florida law. The Harmony and Harmony West Community Development Districts are not responsible for injury or damage to persons or property, including accidental death, resulting from the use of Buck Lake or the Ponds. These Policies may be amended and/or updated as the Districts jointly deem necessary.**

**(Adopted \_\_\_\_\_ 2021)**

# **BUCK LAKE COMMITTEE**

**4**

**From:** [Jay Baker](#)  
**To:** [Daniel Rom](#)  
**Cc:** [Cindy Cerbone](#)  
**Subject:** RE: Buck Lake - FY23 budget numbers  
**Date:** Monday, January 31, 2022 4:30:29 PM  
**Attachments:** [image001.png](#)

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Daniel,

We don't need Aquatic Management and Consulting as you pointed out. I would like to keep the General Coordination for meetings, correspondence, etc. and push up to our updated hourly costs which would assume a NTE of \$3,300.00 based on 20 hours at \$165.00 per hour. The maintenance services would just continue on the monthly basis with no need for an initial charge.

Jay E. Baker | Director

**Bio-Tech Consulting Inc.**

O: 407.894.5969 | C: 321.438.1043

[www.bio-techconsulting.com](http://www.bio-techconsulting.com)

[@BioTechConsult](#)

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**From:** Daniel Rom <romd@whhassociates.com>  
**Sent:** Friday, January 28, 2022 3:28 PM  
**To:** Jay Baker <jay@bio-techconsulting.com>  
**Cc:** Cindy Cerbone <cerbonec@whhassociates.com>; Daniel Rom <romd@whhassociates.com>  
**Subject:** Buck Lake - FY23 budget numbers

Hi Jay,

We have a Buck Lake meeting on March 17<sup>th</sup> and will need to have confirmed FY23 budget numbers ready. Pertaining to the two agreements attached, do you foresee any changes? A couple of notes below:

- Aquatic Mgmt Consulting & General Project Coordination: this was a one year agreement. Do we need to renew? If so, NTE adjustments? I believe the Aquatic Mgmt Consulting was really for the initial Buck Lake Plan implementation
- Agreement for Maintenance Services: this has already has an auto renewal clause implemented. Any price considerations?

Thanks,

**Daniel Rom**

**District Manager**

**E-Mail:** [romd@whhassociates.com](mailto:romd@whhassociates.com)

**Wrathell, Hunt and Associates, LLC**

**[2300 Glades Road, Suite 410W](#)**

**[Boca Raton, FL 33431](#)**

**Phone: 561.571.0010**

**Toll Free: 877.276.0889**

**Fax: 561.571.0013**

**Cell: 561.909.7930**

**[www.whassociates.com](http://www.whassociates.com)**

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WHA Logo with Title Letterhead dark grey Letters



**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**