

# **HARMONY WEST**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**April 21, 2022**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Harmony West Community Development District**  
**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**

April 14, 2022

Board of Supervisors  
Harmony West Community Development District

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Dear Board Members:

The Board of Supervisors of the Harmony West Community Development District will hold a Regular Meeting on April 21, 2022 at 1:30 p.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. Public Comments
3. Buck Lake Related Items
  - A. Approval of Buck Lake Committee Meeting Minutes: October 21, 2021
  - B. Ratification of Restated Agreement for Environmental Management Services (General Project Coordination)
4. Update: Results of Bio-Tech Consulting, Inc., January, 2022 Mitigation Monitoring
5. Consideration of Resolution 2022-06, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date
6. Consideration of Resolution 2022-08, Designating a Date, Time, and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
7. Consideration of Resolution 2022-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
8. Consideration of Bond Financing Matters
  - A. Bond Financing Team Funding Agreement
  - B. Presentation of Revised Master Engineer's Report for Capital Improvements

- C. Presentation of Revised Master Special Assessment Methodology Report
  - D. Resolution 2022-10, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to be Paid by Assessments, and the Manner and Timing in Which the Assessments are to be Paid; Designating the Lands Upon Which the Assessments Shall be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date
  - E. Resolution 2022-11, Authorizing the Issuance of Not to Exceed \$116,610,000 Aggregate Principal Amount of Harmony West Community Development District Special Assessment Revenue Bonds, Series 2022, to Pay All or a Portion of the Costs of the Series 2022 Project (Hereinafter Defined) Pursuant to Chapter 190, Florida Statutes; Providing for the Judicial Validation of Such Bonds, the Series 2022 Project and the Imposition, Levy and Collection of Non-Ad Valorem Assessments for the Repayment of Such Bonds; Providing an Effective Date and Providing for Other Related Matters
  - F. Resolution 2022-12, Designating a Date, Time and Location of a Public Hearing Regarding The District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date
9. Consideration of Townhome Parcel Boundary Amendment Matters
- A. Request for Boundary Amendment (Townhome Parcel)
  - B. Boundary Amendment Funding Agreement
  - C. Resolution 2022-13, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the County Commissioners of Osceola County, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date
10. Acceptance of Unaudited Financial Statements as of February 28, 2022
11. Approval of January 20, 2022 Regular Meeting Minutes
12. Staff Reports
- A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Poulos & Bennett, LLC*

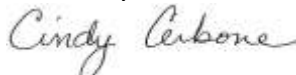
- C. Field Operations Manager: *Association Solutions of Central Florida Inc.*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
  - I. 373 Registered Voters in District as of April 15, 2022
  - II. NEXT MEETING DATE: May 19, 2022 at 1:30 P.M.
    - o QUORUM CHECK

<b>ROBYN BRONSON</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>NO</b>
<b>JOHN C. TYREE</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>NO</b>
<b>WILLIAM FIFE</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>NO</b>
<b>JOHN WIGGINS</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>NO</b>
<b>ROGER VAN AUKER</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>NO</b>

- 13. Board Members' Comments/Requests
- 14. Public Comment
- 15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Daniel Rom at (561) 909-7930.

Sincerely,



Cindy Cerbone  
 District Manager

**FOR BOARD MEMBERS & STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT CODE: 801 901 3513**



**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**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.

**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**

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

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

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

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

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

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

59

60 **FOURTH ORDER OF BUSINESS**

**Continued Review/Discussion: Buck Lake  
Management Plan, Buck Lake Policies and  
Public Use Policies**

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62

63

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

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

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

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

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

78 Mr. Earlywine reported the following:

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

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

87

88 **FIFTH ORDER OF BUSINESS**

**Continued Review/Discussion: Bio-Tech  
Consulting, Inc., Proposal No 21-1034 for  
Environmental Services [Annual Inspection  
and Recommended Maintenance]**

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90  
91  
92

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

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

104

105 **SIXTH ORDER OF BUSINESS**

**Review of Harmony CDD Costs Incurred for  
Buck Lake Maintenance Services**

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107

108 Mr. Tyree agreed to recommend that the HWCDD bear 100% of the expense for Lake  
109 Maintenance and would not bill HCDD for 50% of the Lake Maintenance cost for Fiscal Year  
110 2022 only, which only applies to Lake Maintenance costs, not Consulting Fees.

111 Ms. Cerbone stated that, once the HWCDD approves this at its meeting later today, she  
112 would email Ms. Kramer and copy Ms. Montagna, Mr. Perez, Mr. Qualls and Mr. Earlywine.

113

114 **SEVENTH ORDER OF BUSINESS**

**Committee Comments/Requests**

115

116 Neither Mr. Tyree nor Ms. Kramer had any further items. Mr. Tyree stated that he  
117 expected to have all items approved at the HWCDD meeting later today.

118

119 **EIGHTH ORDER OF BUSINESS**

**Next Meeting Date: \_\_\_\_\_**

120

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

123

124 **NINTH ORDER OF BUSINESS**

**Adjournment**

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

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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132  
133  
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Secretary/Assistant Secretary

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Chair/Vice Chair

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**RESTATED<sup>1</sup> AGREEMENT FOR ENVIRONMENTAL MANAGEMENT SERVICES  
(GENERAL PROJECT COORDINATION)  
[BUCK LAKE]**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2022, 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 management 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 management 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:

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<sup>1</sup> This Agreement supersedes and replaces the prior *Agreement for Environmental Management Services [Buck Lake -- Aquatic Management Consulting & General Project Coordination]*, dated October 1, 2022.



**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 management 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 MANAGEMENT SERVICES.** The Contractor will provide environmental management 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:

General Project Coordination	Not to Exceed \$3,300.00 / year
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This Agreement shall continue through September 30, 2022, and shall automatically renew for one-year periods, unless terminated pursuant to the terms hereof.

**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 off-sets 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.

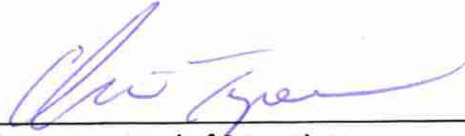
**SECTION 30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to 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.



[CONTINUED ON FOLLOWING PAGE]

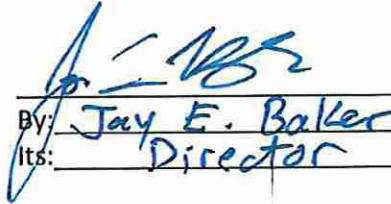
IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**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**

The Services include project coordination for the District's management of Buck Lake, including by providing updates to the District's Buck Lake management plan and policies, addressing maintenance services, preparing reports, conducting consultations, and otherwise providing services related to the management of Buck Lake. Fees shall not exceed \$3,300 per year.

**Bio-Tech Consulting, Inc.  
Time & Materials Schedule**

Expert Witness	\$275.00-\$350.00/Hour
President, John Miklos	\$200.00/hour
Vice President/Directors	\$145.00/Hour
Project Manager	\$135.00/Hour
Wildlife Specialist	\$120.00/Hour
Field Biologist	\$100.00/Hour
Field Technician	\$90.00/Hour
GIS	\$90.00/Hour
Administrative	\$45.00/Hour
Materials Cost	Cost + 12%

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Harmony West Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

**WHEREAS**, the District's Board of Supervisors (“**Board**”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

**WHEREAS**, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

**WHEREAS**, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

**1. CONTINUING EXPENSES.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- a) The invoices must be due on or before the next scheduled meeting of the Board.
- b) The invoice must be pursuant to a contract or agreement authorized by the Board.
- c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- d) The invoice amount will not cause payments to exceed the adopted budget of the District.

**2. NON-CONTINUING EXPENSES.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of

such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

- a) Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager; and
- b) Non-Continuing Expenses Exceeding \$5,000 - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

**3. BOARD RATIFICATION.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

**4. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption, and applies to all prior payments made by the District Manager.

[CONTINUED ON NEXT PAGE]

**PASSED AND ADOPTED** this 21st day of April, 2022.

ATTEST:

**HARMONY WEST COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2022-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Harmony West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

**WHEREAS**, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of Osceola County Ordinance No. 2017-02 creating the District (the "Ordinance") April 28, 2017; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board of Supervisors for the District on a date in November, established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the \_\_\_\_ day of November, 2022 at \_\_\_\_ a./p.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its April 21, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.



**PASSED AND ADOPTED** this **21st** day of **April, 2022**.

**ATTEST:**

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

## Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Harmony West Community Development District (the "District") in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November \_\_\_\_, 2022

TIME: \_\_\_\_\_ a./p.m.

PLACE: Johnston's Surveying, Inc.  
900 Cross Prairie Parkwa  
Kissimmee, Florida 34744

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

\_\_\_\_\_  
District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November \_\_, 2022**

TIME: **\_\_\_\_ a./p.m.**

LOCATION: Johnston's Surveying, Inc.  
900 Cross Prairie Parkway  
Kissimmee, Florida 34744

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT  
OSCEOLA COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Harmony West Community Development District to be held at \_\_\_\_\_ a./p.m., on November \_\_, 2022, at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2016), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT  
OSCEOLA COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2022**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Harmony West Community Development District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

<b>SEAT</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
1		
2		
4		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**



**RESOLUTION 2022-09**

**A RESOLUTION OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Harmony West Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

**SECTION 1. ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

**SECTION 2. FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Osceola County and the Florida Department of Economic Opportunity.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 21st day of April, 2022.

Attest:

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

<b>HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 20, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>November 17, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>December 15, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>January 19, 2023</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>February 16, 2023</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>March 16, 2023</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>April 20, 2023</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>May 18, 2023</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>June 15, 2023</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>July 20, 2023</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>August 17, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:30 PM</b>
<b>September 21, 2023</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8A**

## BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

**Harmony West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with an address of c/o Wrathell, Hunt and Associates, LLC 2300 Glades Rd Suite 410W, Boca Raton, FL 33431 ("**District**"), and

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, and the developer of the lands in the District ("**Developer**") with a mailing address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750.

### RECITALS

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District presently expects to issue bonds or other debt instruments ("**Bonds**") to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PROVISION OF FUNDS.** The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with all work ("**Work**") necessary to issue the Bonds, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the Work. The parties fully expect that all fees, costs and expenses arising from or related to the Work will be funded by the District's issuance of the Bonds, and upon issuance of the Bonds, the parties will take the necessary steps to pay for such fees, costs and expenses from the costs of issuance account(s) established for the Bonds. That said, in the event that Bonds are not issued within one year of the date of this Agreement, or in the event that it becomes reasonably apparent that the District will not issue the Bonds, or in the event that this agreement is otherwise terminated, whichever is earlier, the District shall invoice the Developer for all fees, costs and expenses incurred by the District, and the Developer within 10 days shall remit funds to pay for such fees, costs and expenses.

**2. TERMINATION.** Either party may terminate this Agreement in writing upon 10 days written notice, provided however that any termination shall not act to terminate any existing obligations created hereunder.

**3. DEFAULT.** 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.

**4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**6. 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 of the parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**8. NOTICES.** All notices, requests, consents and other communications hereunder ("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 listed above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. 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.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in the County in which the District is located.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

*[SIGNATURES ON NEXT PAGE]*

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

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**FORESTAR (USA) REAL ESTATE GROUP INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8B**



Harmony West  
Community Development District  
REVISED MASTER  
ENGINEER'S REPORT FOR  
CAPITAL IMPROVEMENTS

**Prepared For**

Harmony West Community Development District

**Date**

April 21, 2022

POULOS & BENNETT

2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | [www.poulosandbennett.com](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 28567

# Harmony West

# Community Development District

REVISED MASTER ENGINEER'S REPORT FOR CAPITAL  
IMPROVEMENTS

Osceola County, Florida

**Prepared For:**

Harmony West Community Development District

**Date:**

April 21, 2022



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Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements

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**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

***Section 1 Introduction***

***1.1. Background***

The Harmony West Community Development District (the "District") Revised Master Engineer's Report for Capital Improvements (the "Report") has been prepared to assist with the financing and construction of the capital improvements contemplated to be constructed, acquired and/or installed within the District or outside of the District (the "Capital Improvement Plan" or "CIP") pursuant to requirements of Osceola County, Florida and the Toho Water Authority (TWA).

This report updates that prior *Engineer's Report for Capital Improvements*, dated May 30, 2018, which addressed the District's Capital Improvement Plan as it existed at the time. In particular, and in May of 2018, the District was comprised of 287.10 +/- acres, and was planned for 638 residential homes. Since then, and pursuant to Ordinance No. 2018-55 of the Board of County Commissioners of Osceola County, Florida, the boundaries of the District were expanded to include a total of 1,293.35 +/- acres, which are now planned for 1,771 homes.

Capital improvements reflected in the Report represent the current Capital Improvement Plan for the District. The majority of the necessary regulatory approvals have not been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained in the future during the normal design and permitting processes. To the best of our knowledge and belief it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost Estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

***1.2. Location and General Description***

The District is a 1,293.35 +/- acre tract currently located in unincorporated Osceola County, Florida. More specifically, the parcel is located in portions of Sections 13 and 24, Township 26 South, Range 31 East and Sections 17, 18, 19 and 20, Township 26 South, Range 32 East lying approximately 2 miles west of U.S. 192 & 441 (S.R. 500) on the south side of Old Melbourne Highway. Please refer to Vicinity Map Exhibit 1 and Location Map Exhibit 2.

The District is proposed to be developed as a multi-phase project (the "Development"). The Development is part of the overall Harmony project and is zoned as Planned Development which has been amended multiple times through Osceola County, Florida.

At the time of the report, the Phase 1 portion of the Development, consisting of Phases 1A through 1D, and their associated infrastructure, has been completed. Portions of Phase 2, inclusive of phases 2A and 2B, are currently under construction.

**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

A more detailed breakdown of the anticipated development program is as follows:

<b>Phase</b>	<b>40' Rear Loaded</b>	<b>40' Front Loaded</b>	<b>50' Rear Loaded</b>	<b>50' Front Loaded</b>	<b>60' Front Loaded</b>	<b>Total</b>
1A	-	67	0	36	31	134
1B	-	60	-	158	-	218
1C-1	-	79	-	40	-	119
1C-2	-	45	-	63	-	108
1D	-	-	-	-	41	41
<b>Ph1 Subtotal</b>	<b>0</b>	<b>251</b>	<b>0</b>	<b>297</b>	<b>72</b>	<b>620</b>
2A	-	72	20	19	13	124
2B	30	24	-	34	13	101
2C	-	66	-	18	-	84
2D	-	22	12	77	-	111
2E	-	40	-	60	26	126
2F	-	81	-	50	12	143
2G	-	32	33	60	6	131
2H	-	69	-	34	-	103
2I	-	88	-	63	20	171
2J	-	16	-	19	22	57
<b>Ph2 Subtotal</b>	<b>30</b>	<b>510</b>	<b>65</b>	<b>434</b>	<b>112</b>	<b>1151</b>
<b>Total</b>	<b>30</b>	<b>761</b>	<b>65</b>	<b>731</b>	<b>184</b>	<b>1771</b>

The above unit breakdown is based upon the most current Master Plan, Exhibit 5, for the Development. While this Master Plan differs from the approved Preliminary Subdivision Plans (PSP) for the Villages at Harmony as previously approved by Osceola County on July 18, 2018, it is substantially in conformance that an amendment to the PSP is not anticipated.

The Community Development District Boundary and Legal Description are included as Exhibit 3.

***1.3. District Purpose and Scope***

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed (1) with the proceeds of bonds issued by the District and/or (2) by Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Developer").

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

***1.4. Description of Land Use***

The lands within the District encompass approximately 1,293.35 +/- acres. Based on the current PD Zoning for the property, the development program currently consists of 1,771 single family homes and two (2) supporting recreational amenity site. The approved land uses within the District include the following areas outlined in the table below. Exhibit 4 provides the location of the development uses below.

**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

Proposed Development	Approximate Acres		
	Phase 1	Phase 2	Total
Private (Single Family Lots)	95.30	162.88	258.18
Stormwater	38.60	80.03	118.63
Recreational Space	9.20	5.28	14.48
Park Space	24.00	86.48	110.48
Roadways and Alleys	45.60	68.65	114.25
TWA Utility Tracts	0.20	0.51	0.71
Conservation Area & Open Water	74.20	602.42	676.63
<b>Total Acres</b>	<b>287.10</b>	<b>1,006.25</b>	<b>1,293.35</b>

***Section 2 Government Actions***

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located in unincorporated Osceola County and within the Toho Water Authority utility service area.

Permitting Agencies & Permits Required

1. Osceola County
  - a. Site Development Plan
  - b. Final Plat
2. South Florida Water Management District (SFWMD)
  - a. Environmental Resource Permit
  - b. Water Use Permit (Dewatering)
3. Toho Water Authority
  - a. Final Engineering for Water, Reclaim and Sewer Utilities
4. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
5. Federal Emergency Management Agency
  - a. Letter of Map Revision
6. Army Corp of Engineers
  - a. Dredge and Fill Permit

**Harmony West Community Development District  
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7. State of Florida Department of Transportation
  - a. Driveway Connection Permit
  - b. Utility Permit
8. Florida Fish and Wildlife Conservation Commission (FWC)
9. Florida Gas

***Section 3 Infrastructure Benefit***

The District will fund, and in certain cases, maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, recreational facilities, and landscape and irrigation improvements within the District boundary. Stated differently, the Capital Improvement Plan constitutes a system of improvements that will provide benefits, both general, and special and peculiar, to all 1,293.35+/- acres within the District. However some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the property is undeveloped, with the exception of the prior and current construction activities, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential community. The District can construct, acquire, own, operate and/or maintain any portion or all of the proposed infrastructure. The Developer and/or other party/parties may construct and fund the infrastructure not funded by the District.

***Section 4 Capital Improvement Plan***

The District capital improvements will connect and interact with the adjacent offsite roads, potable water, reclaimed water, and sanitary sewer systems. The proposed infrastructure improvements addressed by this Report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway improvements, landscaping, street lighting, pavement markings and signage, as well as potable water main, reclaimed water main and sanitary sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 4 through 5 and 8 through 11. Exhibit 12, details the estimate of probable construction costs associated with the District's Capital Improvement Plan.

The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing multiple series of bonds to fund all or a portion of the Capital Improvement Plan.



## ***Section 5 Description of Capital Improvement Plan***

### ***5.1 Roadway Improvements***

As indicated above but subject to the next sentence, the District will fund all roadway construction internal and external to the District consisting of local roadways and alleys. The Developer will fund the construction of Botanic Boulevard through the Development subject to reimbursement through mobility fee credits with Osceola County. The Developer will pay all costs associated with Botanic Boulevard and related drainage/stormwater improvements for which mobility fee credits are payable pursuant to Osceola County's criteria. The costs for such improvements are not included in Exhibit 12. Exhibit 4 - Public and Private Improvements and Exhibit 5 – Master Plan, provides a graphical representation of the proposed roadway improvements. All local roadways will be open to the public.

### ***5.2 Stormwater Management***

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures will be designed to provide water quality treatment and attenuation in accordance with Osceola County and the South Florida Water Management District regulations. The stormwater management system will be designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 6, Stormwater Drainage Map provides a graphical representation of the currently proposed stormwater management system.

### ***5.3 100-Year Floodplain***

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 12097C 0285G dated June 18, 2013, portions of the project site are located within the 100-year Flood Hazard Area (FHA), Zone A – 100-year floodplain with no established base flood elevation. Exhibit 7, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Please note that a Letter of Map Revision (LOMR) is currently being processed through FEMA. This LOMR will establish the base flood elevation for Buck Lake at 70.3' NAVD 88.

Any development within the mapped floodplain will require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SFWMD and Osceola County and any filled areas below the floodplain will ***require mitigation in the form of compensating storage.***

### ***5.4 Potable Water Distribution System***

The District may fund the construction of the water distribution system within the District and those portions outside the District, though none currently contemplated, as required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by, the TWA once it has been certified complete. The water mains within the District will be sized to provide water to residents and amenity centers of the District and will be required to be designed and constructed based on an approved Master Utility Plan (MUP). Exhibit 8 and 9, Offsite Utilities Infrastructure and Potable Water Distribution System Map, provides a graphical representation of the contemplated water mains to be constructed within the District.

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Revised Master Engineer's Report for Capital Improvements**

***5.5 Reclaimed Water Distribution System***

The District may fund the construction of the reclaimed water distribution system within the District and those portions outside the District, though none currently contemplated, as required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by, the TWA once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be required to be designed and constructed based on an approved MUP. Exhibits 8 and 10, Offsite Utilities Infrastructure and Reclaimed Water Distribution System Map, provide a graphical representation of the existing and proposed offsite reclaimed water system and onsite system contemplated within the District.

***5.6 Wastewater System***

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by, the TWA once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be sized to provide wastewater service to the residents and amenity centers of the District, and will be required to be designed and constructed based on an approved MUP. Exhibits 8 and 11, Offsite Utilities Infrastructure and Wastewater System Map, provide a graphical representation of the proposed offsite wastewater system and onsite system contemplated within the District.

***5.7 Parks, Landscape & Hardscape***

The District will fund parks, landscape and hardscape construction within roadways and common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area and park area features, landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain the foregoing improvements.

***5.8 Undergrounding of Electrical Distribution and Street Lights***

The development will also include underground electric and street lighting. The street lighting system will be constructed in cooperation with Osceola County, Orlando Utility Commission ("OUC") and the Developer. The District will fund as part of the Capital Improvement Plan the cost to trench the underground installation only. Leasing and monthly service charges associated with the upgraded street lighting fixtures along roadways within the District will not be financed through bond proceeds. Orlando Utility Commission and the appropriate community entity will own and maintain the electric and street light infrastructure. The District will lease the street lights through an agreement with OUC and fund the lights with annual operations and maintenance assessments.

***5.9 Professional and Inspection Fees***

For the design, permitting and construction of the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultant services may include, but are not limited to, civil engineering, geotechnical engineering, planning, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees

**Harmony West Community Development District  
Revised Master Engineer’s Report for Capital Improvements**

are included as Soft Costs for the District Capital Improvement Plan.

***Section 6 Ownership and Maintenance***

Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway Improvements	County	County
Offsite Roadway Improvements	FDOT/County	FDOT/County
Master Stormwater Management System	District	HOA/District
Potable Water Distribution System	Toho Water Authority	Toho Water Authority
Sanitary Sewer System	Toho Water Authority	Toho Water Authority
Reclaimed Water Distribution System	Toho Water Authority	Toho Water Authority
Parks, Landscaping, Irrigation and Signage	District	HOA/District
Amenity Site	District	HOA/District
Street Lighting/Electrical	Orlando Utility Commission	Orlando Utility Commission

1. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the CIP.
2. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner’s or homeowner’s association (in which case such items would not be part of the CIP), the District or a third-party.
3. A third-party, or an applicable property owner’s or homeowner’s association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.

***Section 7 Roadway Rights-of-Way, Stormwater Management  
Ponds and Other Open Spaces***

Real property interests – i.e., either fee simple title or perpetual easements – for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other public entity at no cost.

***Section 8 Estimate of Probable Capital Improvement Costs***

The Estimate of Probable Capital Improvement Plan Costs is provided in Exhibit 12. Costs associated with construction of the improvements described in this Report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in the Concept Plan and construction cost due to market fluctuation.

***Section 9 Conclusions and Summary Opinion***

The Capital Improvement Plan as described is necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public

**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements. Alternatively, the CDD can also consider contracting with the HOA to have the HOA budget for the maintenance of CDD improvements.

All of the improvements comprising the Capital Improvement Plan are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes. The Capital Improvement Plan, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Capital Improvement Plan, and that is not used as part of the Capital Improvement Plan, such fill will only be placed on-site at the expense of the developer where the cost of doing so is less expensive than hauling such fill off-site.

The construction costs for the District's Capital Improvement Plan in this report are based on the Master Plan for the District as currently proposed. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this Report. Contractors who have contributed in providing the cost data included in this Report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

**As District Engineer:  
Poulos & Bennett, LLC**

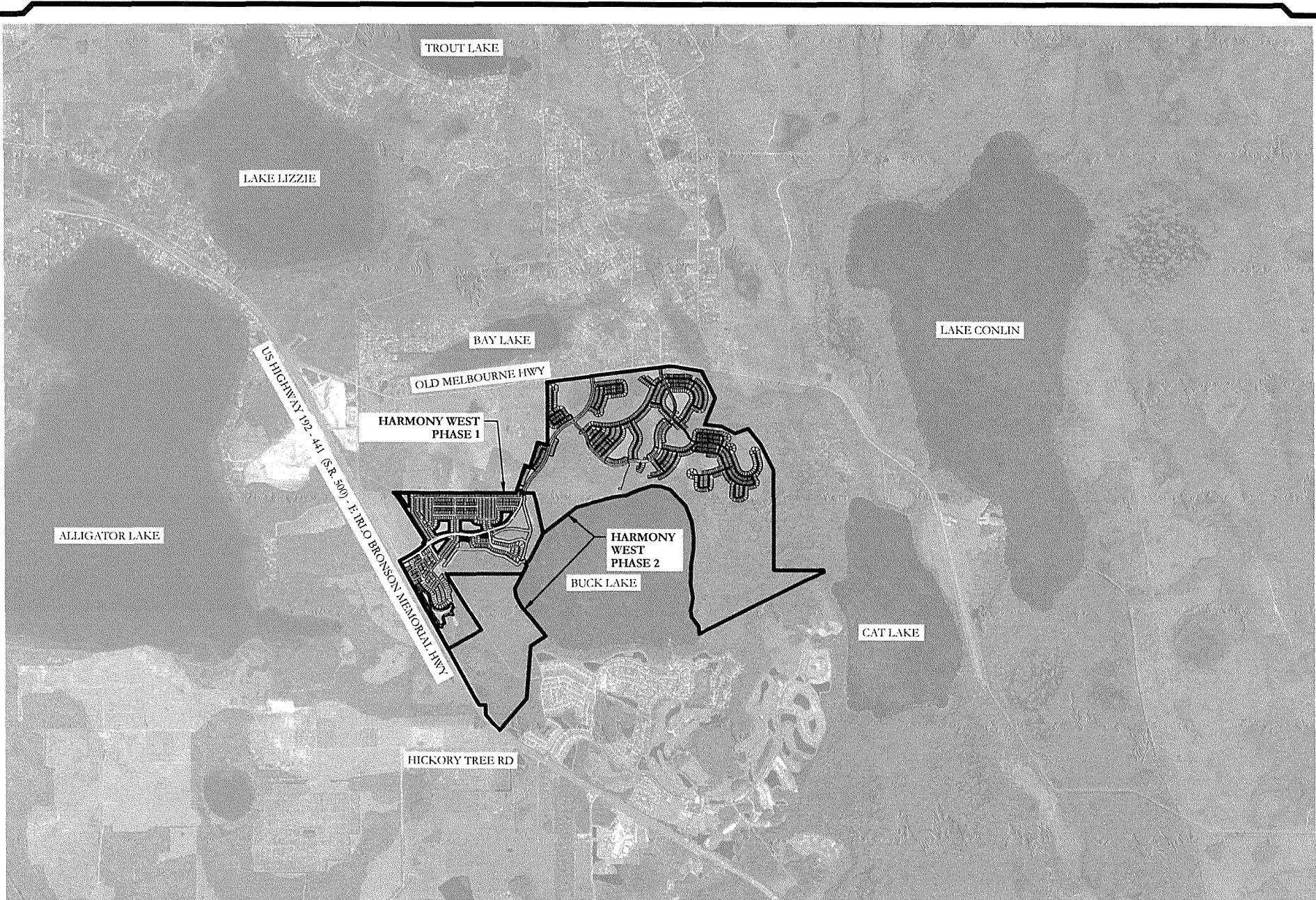


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Marc D. Stehli, PE  
State of Florida Professional Engineer No. 52781

# Exhibits





Vicinity Map

# Harmony West CDD



April 18, 2022  
P & B Job No.: 17-084

2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

SCALE IN FEET  
**Exhibit 1**



LEGEND:  
CDD BOUNDARY



Location Map

# Harmony West CDD



April 18, 2022  
P & B Job No.: 17-084

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

SCALE IN FEET  
Exhibit 2

Z:\2018\18-012 HARMONY WEST CDD\CAD\CH & FIGS\CDD-PHASE 1 & 2\CHIBT 2 - LOCATION MAP

LEGAL DESCRIPTION CDD PARCEL


# SKETCH OF DESCRIPTION

A portion of Sections 13, 24 and 25, Township 26 South, Range 31 East and a portion of Sections 17, 18, 19 and 20, Township 26 South, Range 32 East, Osceola County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 24, Township 26 South, Range 31 East; thence run N89°45'20"W, along the North line of said Section 24, a distance of 1,610.94 feet; thence run S55°19'37"E, a distance of 48.11 feet; thence run S45°17'29"E, a distance of 46.56 feet; thence run S36°02'44"E, a distance of 47.73 feet; thence run S32°10'47"E, a distance of 1,652.30 feet; thence run S43°58'59"W, a distance of 97.14 feet; thence run S46°01'01"E, a distance of 69.61 feet to a point on a Non Tangent curve, concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Southwesterly along the arc of said curve a distance of 572.22 feet (Chord Bearing = S53°08'32"W, Chord = 570.35 feet); thence run S61°10'41"W, a distance of 372.89 feet, to a point on the East Right of Way line of U.S. Highway No. 192 & 441; thence run the following (2) courses along said East Right of Way line: RUN S28°49'40"E, a distance of 4,953.01 feet to a point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 02°28'27"; thence run Southeasterly along the arc of said curve, a distance of 163.53 feet (Chord Bearing = S29°46'57"E, Chord = 163.52 feet) to the North line of Lot 35, The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run N89°19'29"E, along said North line and Easterly extension thereof, a distance of 198.87 feet to the East line of a 35' Platted right of way per The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run S00°04'21"E, along said Right of Way line, a distance of 297.74 feet to a point on the East Right of Way line of U.S. Highway No. 192 & 441 and point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 09°46'11"; thence run Southeasterly along the arc of said curve and said East Right of Way line, a distance of 645.71 feet (Chord Bearing = S41°34'47"E, Chord = 644.93 feet); thence run N40°51'29"E, a distance of 1,296.84 feet; thence run N04°08'40"E, a distance of 1,641.35 feet; thence run N56°09'51"E, a distance of 570.57 feet; thence run N39°13'52"W, a distance of 667.67 feet; thence run N38°57'47"W, a distance of 538.81 feet; thence run N27°21'05"W, a distance of 316.06 feet; thence run N09°42'22"W, a distance of 261.13 feet; thence run N28°18'30"E, a distance of 508.18 feet; thence run N26°50'03"E, a distance of 290.56 feet; thence run N30°57'02"W, a distance of 74.79 feet; thence run N48°51'04"E, a distance of 117.06 feet; thence run N81°35'58"E, a distance of 23.74 feet; thence run N26°50'03"E, a distance of 952.92 feet; thence run N51°48'18"E, a distance of 1,353.02 feet; thence run N74°58'16"E, a distance of 1,134.21 feet; thence run N80°15'17"E, a distance of 351.38 feet; thence run S80°34'15"E, a distance of 55.21 feet; thence run N75°03'58"E, a distance of 54.57 feet; thence run N63°32'40"E, a distance of 84.55 feet; thence run N66°40'05"E, a distance of 376.47 feet; thence run N72°26'23"E, a distance of 369.98 feet; thence run S86°54'28"E, a distance of 296.07 feet; thence run S70°48'57"E, a distance of 291.89 feet; thence run S42°39'47"E, a distance of 702.24 feet; thence run S21°34'08"E, a distance of 514.89 feet; thence run S07°05'17"E, a distance of 467.66 feet; thence run S00°47'47"W, a distance of 395.47 feet; thence run S08°30'03"W, a distance of 514.86 feet; thence run S01°17'49"W, a distance of 590.21 feet; thence run S10°04'43"E, a distance of 420.30 feet; thence run S10°31'40"W, a distance of 430.35 feet; thence run S09°13'48"E, a distance of 179.12 feet; thence run S36°26'41"E, a distance of 365.54 feet; thence run S03°08'07"E, a distance of 226.51 feet; thence run N63°28'20"E, a distance of 3,792.18 feet; thence run N66°20'55"E, a distance of 558.81 feet; thence run N26°19'21"W, a distance of 62.37 feet; thence run S90°00'00"W, a distance of 1,544.48 feet; thence run N00°00'00"E, a distance of 3,121.92 feet; thence run N26°19'21"W, a distance of 907.87 feet; thence run N38°50'11"W, a distance of 613.74 feet; thence run S69°29'52"W, a distance of 431.45 feet; thence run N62°42'16"W, a distance of 473.32 feet; thence run N84°21'06"W, a distance of 530.40 feet; thence run N21°33'05"E, a distance of 894.66 feet; thence run N25°28'06"W, a distance of 938.98 feet to a point on the South Right of Way line of State Road 500-A, Old Melbourne Highway; thence, along said South Right of Way line the following three (3) courses: run N80°46'21"W, a distance of 771.89 feet to a point on a non tangent curve, concave to the South, having a Radius of 1,382.69 feet and a Central Angle of 16°39'07"; thence run Westerly along the arc of said curve, a distance of 401.85 feet (Chord Bearing = N89°03'10"W, Chord = 400.44 feet); thence run S82°35'29"W, a distance of 3,686.09 feet; thence run S00°30'30"E, a distance of 809.15 feet; thence run S00°31'45"E, a distance of 1,149.86 feet; thence run N76°59'29"W, a distance of 327.33 feet; thence run S16°51'13"W, a distance of 814.05 feet; thence run N64°49'23"W, a distance of 165.03 feet; thence run S17°43'23"W, a distance of 915.07 feet to a point on said North line of Section 24; thence run N89°45'32"W, along said North line, a distance of 2,205.89 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL ON SHEET 2

SHEET 1 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX		 <p>900 Shady Lane, Kissimmee, Florida 34744-8695 Tel. (407) 847-2179 Fax (407) 847-6140</p> <p><i>R.D.B.</i> 5/09/18 RICHARD D. BROWN, P.S.M. #5700 (DATE) NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.</p>
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION	
F.B.	PAGE	SHEET 3	SKETCH	
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES	
TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL	
JOB NO.	15-052B			

District Boundary Map and Legal Description

## Harmony West Phase 2 CDD



## SKETCH OF DESCRIPTION

LESS THE FOLLOWING DESCRIBED PARCEL:


EXISTING CDD PARCEL

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 1,006.25 acres, more or less.

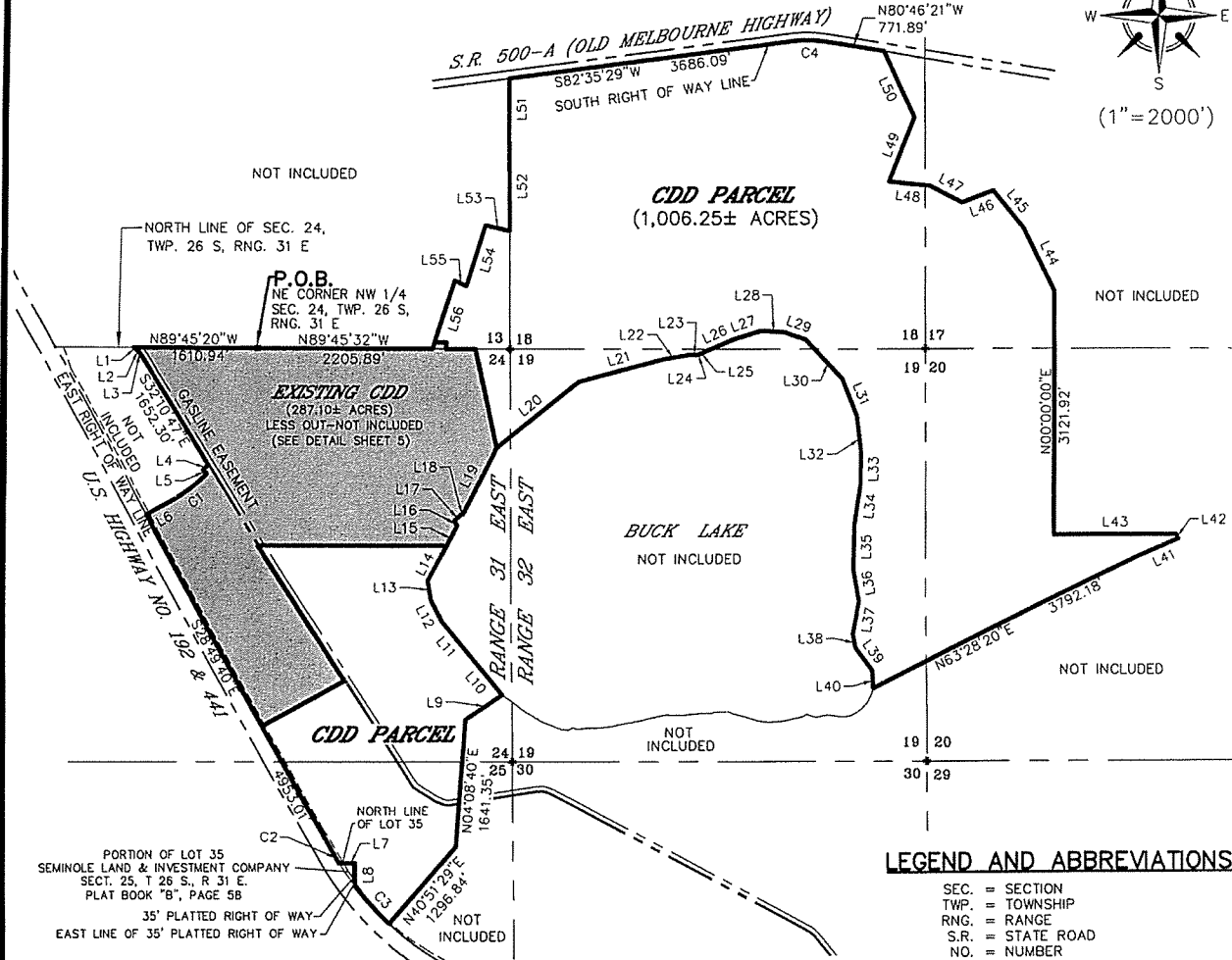
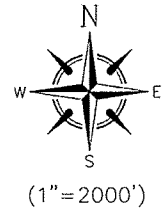
SHEET 2 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX		 <p style="font-size: small;">900 Shady Lane, Kissimmee, Florida 34744-8695 Tel. (407) 847-2179 Fax (407) 847-6140</p>
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION	
F.B.	PAGE	SHEET 3	SKETCH	
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES	
TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL	
JOB NO.	15-052B			

District Boundary Map and Legal Description

### Harmony West Phase 2 CDD

# SKETCH OF DESCRIPTION



## LEGEND AND ABBREVIATIONS

- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- S.R. = STATE ROAD
- NO. = NUMBER
- LB = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- TEL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

### NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2011 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS), REFERENCE BEARING BEING S28°49'40"E ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500).

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 3 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

## JOHNSTON'S SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

## District Boundary Map and Legal Description Harmony West Phase 2 CDD

## SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S55°19'37"E	48.11'
L2	S45°17'29"E	46.56'
L3	S36°02'44"E	47.73'
L4	S43°58'59"W	97.14'
L5	S46°01'01"E	69.61'
L6	S61°10'41"W	372.89'
L7	N89°19'29"E	198.87'
L8	S00°04'21"E	297.74'
L9	N56°09'51"E	570.57'
L10	N39°13'52"W	667.67'
L11	N38°57'47"W	538.81'
L12	N27°21'05"W	316.06'
L13	N09°42'22"W	261.13'
L14	N28°18'30"E	508.18'
L15	N26°50'03"E	290.56'
L16	N30°57'02"W	74.79'
L17	N48°51'04"E	117.06'
L18	N81°35'58"E	23.74'
L19	N26°50'03"E	952.92'
L20	N51°48'18"E	1353.02'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N74°58'16"E	1134.21'
L22	N80°15'17"E	351.38'
L23	S80°34'15"E	55.21'
L24	N75°03'58"E	54.57'
L25	N63°32'40"E	84.55'
L26	N66°40'05"E	376.47'
L27	N72°26'23"E	369.98'
L28	S86°54'28"E	296.07'
L29	S70°48'57"E	291.89'
L30	S42°39'47"E	702.24'
L31	S21°34'08"E	514.89'
L32	S07°05'17"E	467.66'
L33	S00°47'47"W	395.47'
L34	S08°30'03"W	514.86'
L35	S01°17'49"W	590.21'
L36	S10°04'43"E	420.30'
L37	S10°31'40"W	430.35'
L38	S09°13'48"E	179.12'
L39	S36°26'41"E	365.54'
L40	S03°08'07"E	226.51'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	N66°20'55"E	558.81'
L42	N26°19'21"W	62.37'
L43	N90°00'00"W	1544.48'
L44	N26°19'21"W	907.87'
L45	N38°50'11"W	613.74'
L46	S69°29'52"W	431.45'
L47	N62°42'16"W	473.32'
L48	N84°21'06"W	530.40'
L49	N21°33'05"E	894.66'
L50	N25°28'06"W	938.98'
L51	S00°30'30"E	809.15'
L52	S00°31'45"E	1149.86'
L53	N76°59'29"W	327.33'
L54	S16°51'13"W	814.05'
L55	N64°49'23"W	165.03'
L56	S17°43'23"W	915.07'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHD. LENGTH	CHD. BEARING
C1	572.22	2040.00	016°04'17"	288.00	570.35	S53°08'32"W
C2	163.53	3786.83	002°28'27"	81.78	163.52	S29°46'57"E
C3	645.71	3786.83	009°46'11"	323.64	644.93	S41°34'47"E
C4	401.85	1382.69	016°39'07"	202.35	400.44	N89°03'10"W

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 4 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNC. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

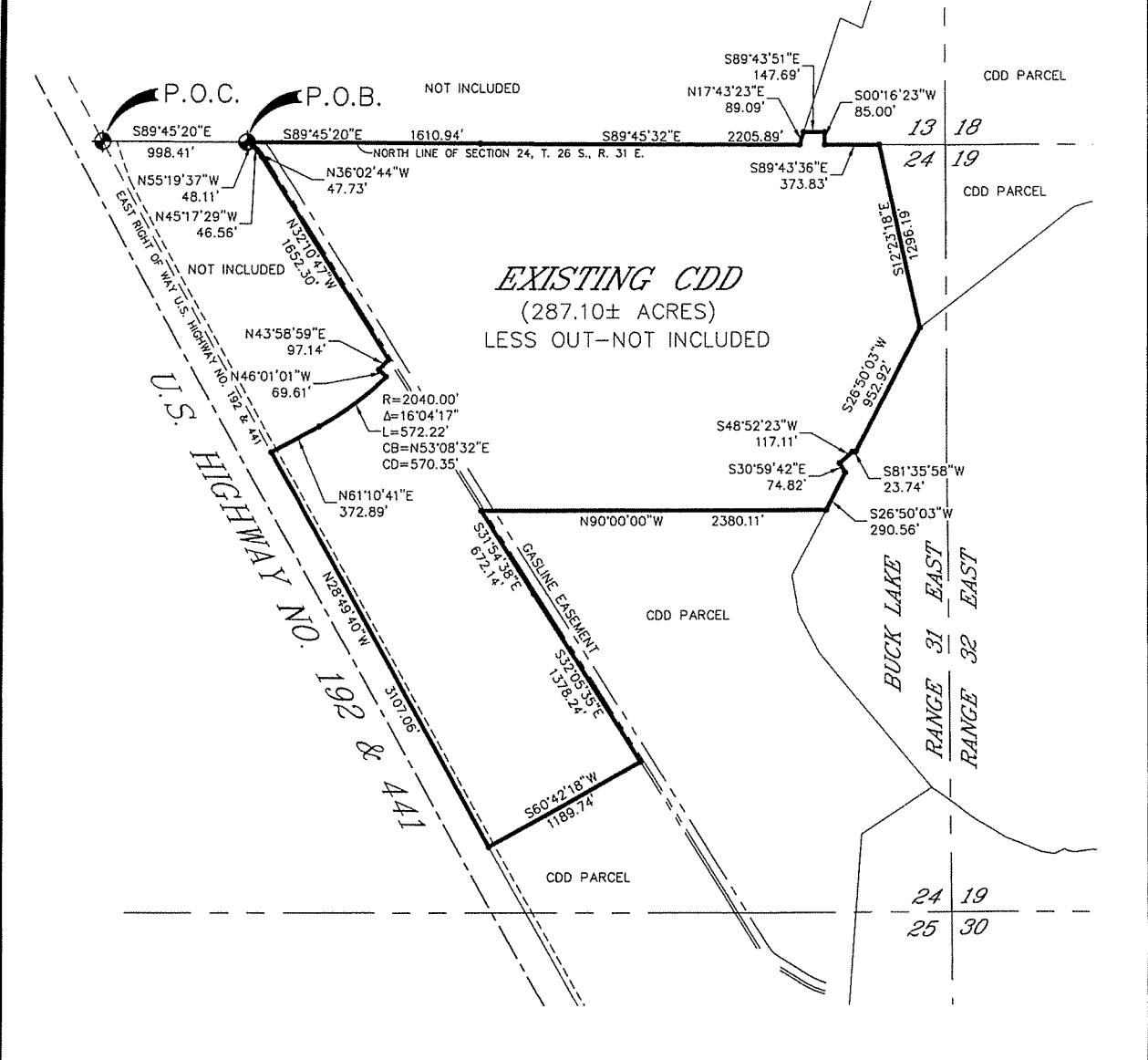
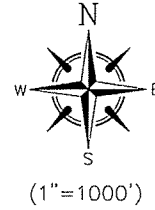
**JOHNSTON'S**  
SURVEYING INC.  
900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

# SKETCH OF DESCRIPTION

## LESS OUT DETAIL



REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 5 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNC. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

**JOHNSTON'S**  
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### District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

# SKETCH OF DESCRIPTION

SEE SHEET 2 OF 2 FOR SKETCH

## LEGAL DESCRIPTION CDD PARCEL

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.

**NOTES:**

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2011 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS), REFERENCE BEARING BEING N28°49'40"W ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500).

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: ANNA, TRAMMEL WEBB

SHEET 1 OF 2

DATE	8/03/16	REVISIONS
SCALE	1" = 1000'	PERIMETER 8/16/16
F.B.	PAGE	LEGAL 1/03/17
SECTION	24	
TWP.	26 S., RNG. 31 E.	
JOB NO.	15-052-CDD-SL	

**JOHNSTON'S**  
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

RICHARD D. BROWN, P.S.M. #5700 (DATE)

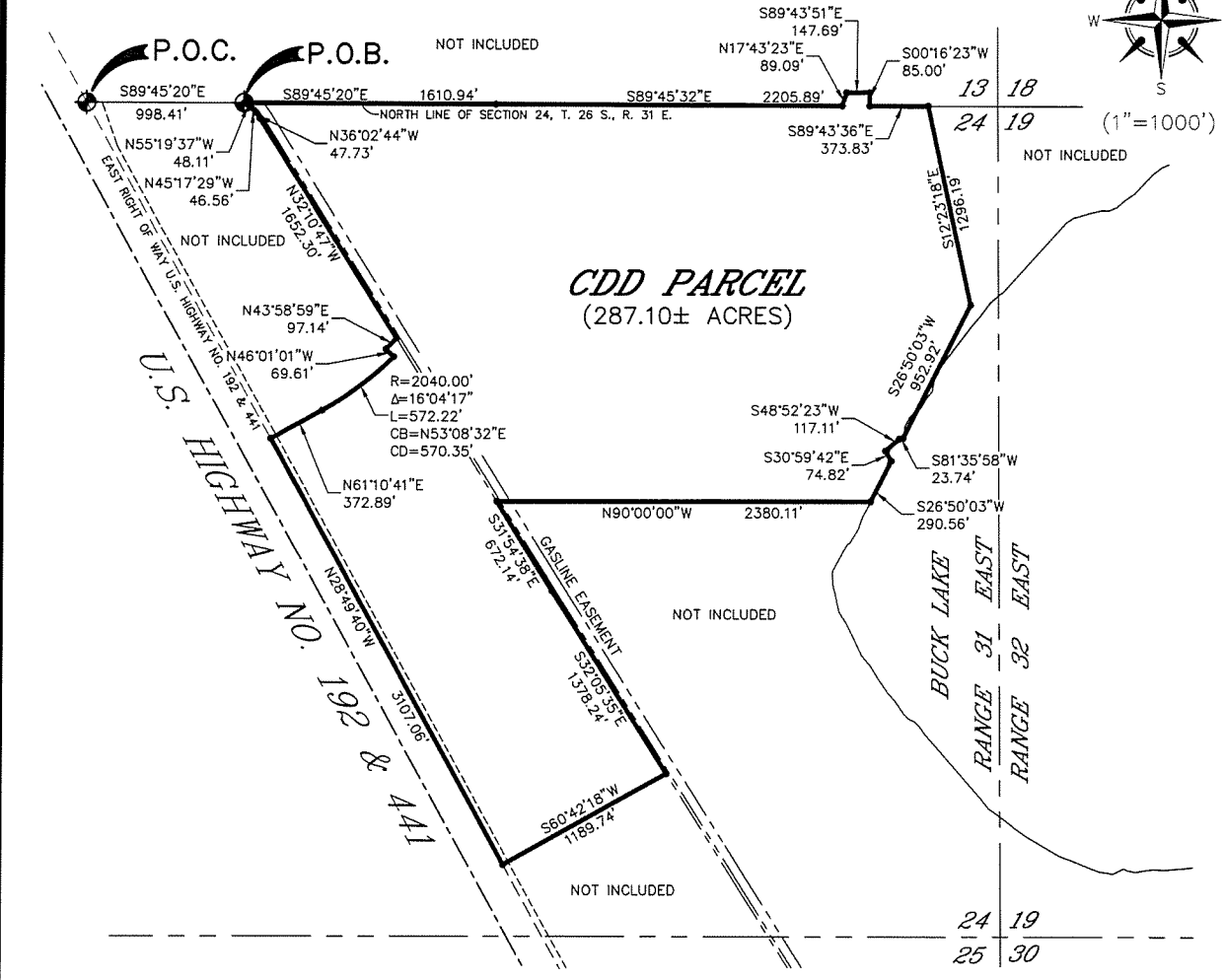
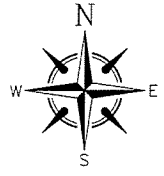
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

District Boundary Map and Legal Description

## Harmony West Phase 1 CDD

# SKETCH OF DESCRIPTION

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



## LEGEND AND ABBREVIATIONS

- T. = TOWNSHIP
- R. = RANGE
- NO. = NUMBER
- LB = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- TEL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

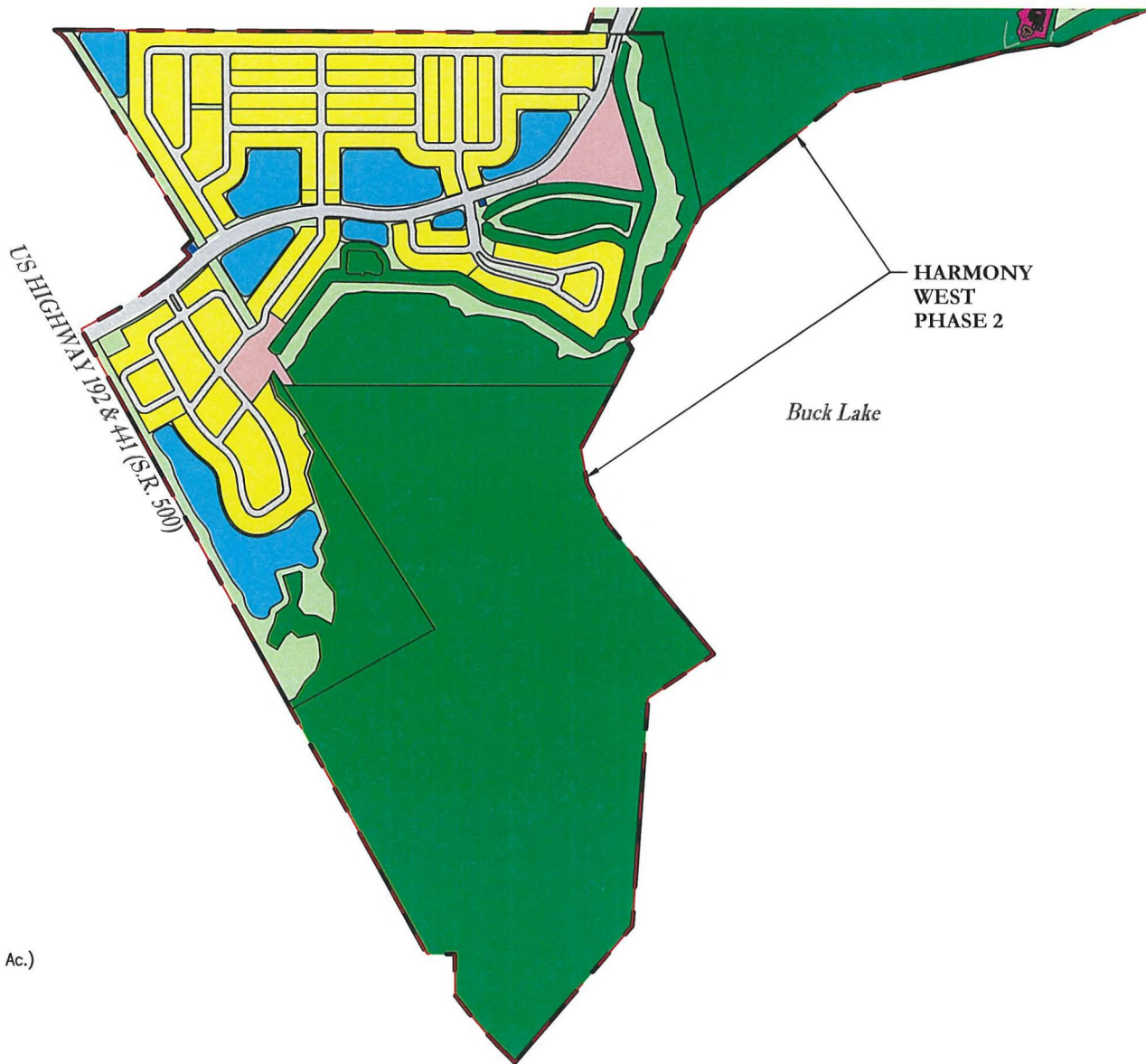
REQUESTED BY: ANNA, TRAMMEL WEBB

SHEET 2 OF 2

DATE	REVISIONS
8/03/16	
SCALE 1" = 1000'	PERIMETER 8/16/16
F.B. PAGE	LEGAL 1/03/17
SECTION 24	
TWP. 26 S., RNG. 31 E.	
JOB NO. 15-052-CDD-SL	

**JOHNSTON'S**  
SURVEYING INC.  
900 Shedy Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

## District Boundary Map and Legal Description Harmony West Phase 1 CDD



- LEGEND:**
- CDD BOUNDARY (287.10 Ac.)
  - PRIVATE (95.32 Ac.)
  - CDD OPEN SPACE (74.21 Ac.)
  - CONSERVATION AREA & OPEN WATER (299.64 Ac.)
  - RECREATIONAL AREA (9.23 Ac.)
  - CDD STORMWATER TRACTS (38.59 Ac.)
  - COUNTY ROADS & UTILITIES (45.61 Ac.)
  - TOHO WATER AUTHORITY UTILITY (0.19 Ac.)

**NOTE:**  
 CONCEPT PLAN SUBJECT TO REVISION AS APPROVED BY  
 COUNTY.

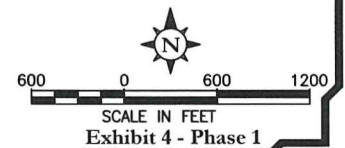
Proposed Public and Private Uses Within CDD  
**Harmony West Phase 1 CDD**

February 21, 2018  
 P & B Job No.: 18-012

2602 E. Livingston St.  
 Orlando, Florida 32803-407-487-2594

**POULOS & BENNETT**









www.poulosandbennett.com  
 Certificate of Authorization No. 28567



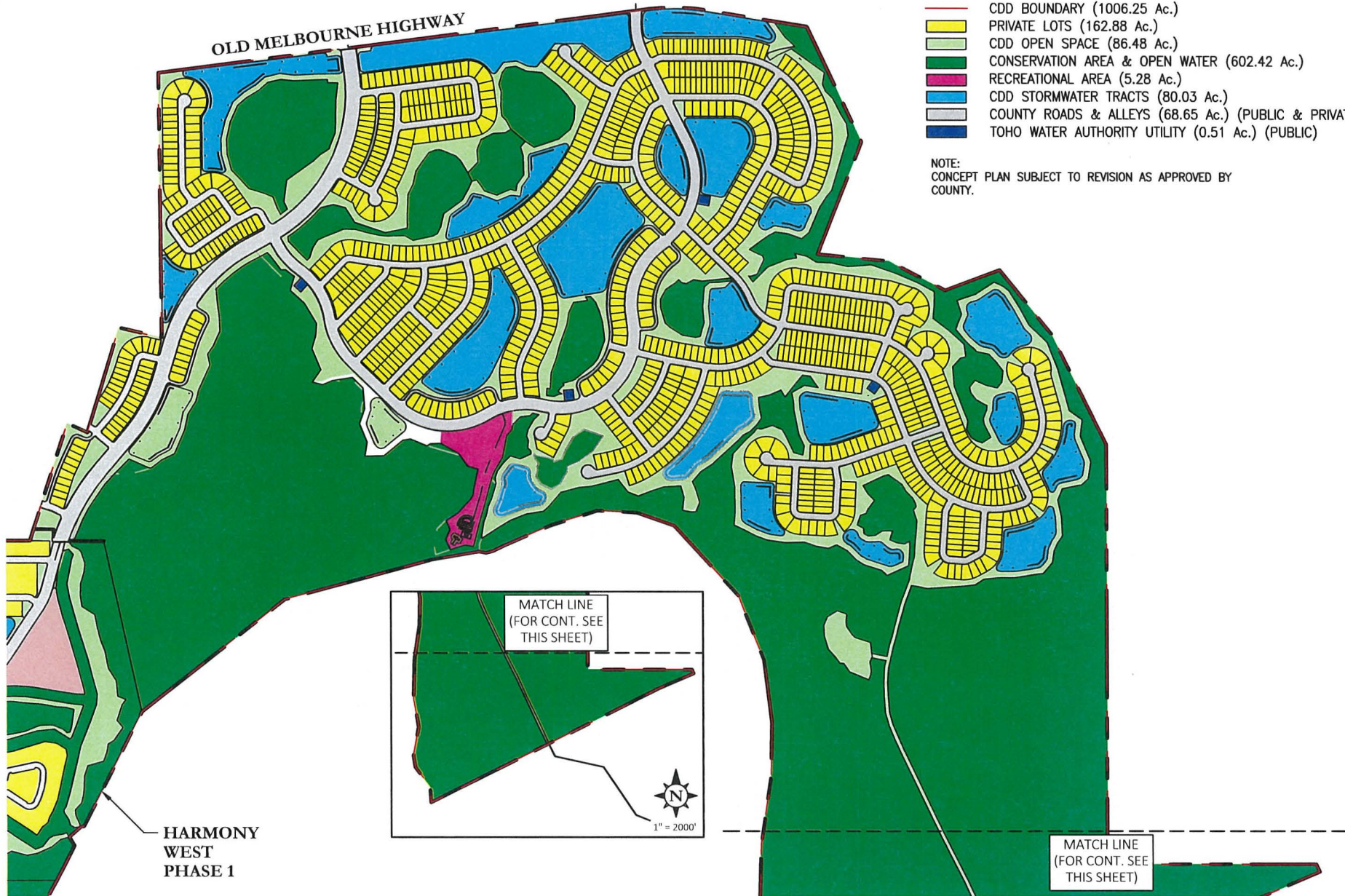


OLD MELBOURNE HIGHWAY

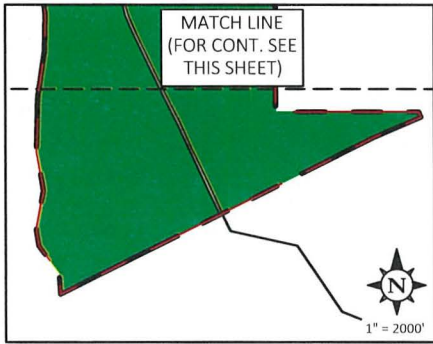
LEGEND:

-  CDD BOUNDARY (1006.25 Ac.)
-  PRIVATE LOTS (162.88 Ac.)
-  CDD OPEN SPACE (86.48 Ac.)
-  CONSERVATION AREA & OPEN WATER (602.42 Ac.)
-  RECREATIONAL AREA (5.28 Ac.)
-  CDD STORMWATER TRACTS (80.03 Ac.)
-  COUNTY ROADS & ALLEYS (68.65 Ac.) (PUBLIC & PRIVATE)
-  TOHO WATER AUTHORITY UTILITY (0.51 Ac.) (PUBLIC)

NOTE:  
CONCEPT PLAN SUBJECT TO REVISION AS APPROVED BY COUNTY.



HARMONY WEST  
PHASE 1



MATCH LINE  
(FOR CONT. SEE  
THIS SHEET)

Proposed Public and Private Uses Within CDD

# Harmony West Phase 2 CDD

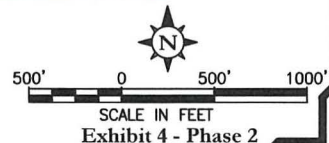


Exhibit 4 - Phase 2








HARMONY WEST PHASE 2

Buck Lake








US HIGHWAY 192 & 441 (S.R. 500)

**PLACE TYPES**

**SINGLE FAMILY RESIDENTIAL**

-  40' LOTS
-  50' LOTS
-  60' LOTS

**OPEN SPACE DISTRICT**

-  CONSERVATION AREA
-  RECREATIONAL AREA
-  STORMWATER AREA
-  OPEN SPACE
-  LIFT STATION TRACTS
-  FRAMEWORK ROADS
-  CDD BOUNDARY

NOTE:  
CONCEPT PLAN SUBJECT TO REVISION AS APPROVED BY COUNTY.

Concept Plan

# Harmony West Phase 1 CDD

April 18, 2018  
P & B Job No.: 17-084

2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

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SCALE IN FEET  
Exhibit 5 - Phase 1

OLD MELBOURNE HIGHWAY

PLACE TYPES

SINGLE FAMILY RESIDENTIAL

-  40' LOTS
-  50' LOTS
-  60' LOTS

OPEN SPACE DISTRICT

-  CONSERVATION AREA
-  RECREATIONAL AREA
-  STORMWATER AREA
-  OPEN SPACE
-  LIFT STATION TRACTS
-  FRAMEWORK ROADS
-  CDD BOUNDARY

NOTE:  
CONCEPT PLAN SUBJECT TO REVISION AS  
APPROVED BY COUNTY.



HARMONY WEST  
PHASE 1

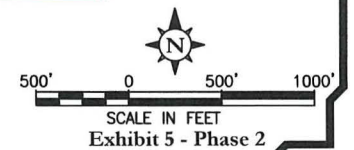
Master Plan  
**Harmony West Phase 2 CDD**

April 18, 2022  
P & B Job No.: 17-084

2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

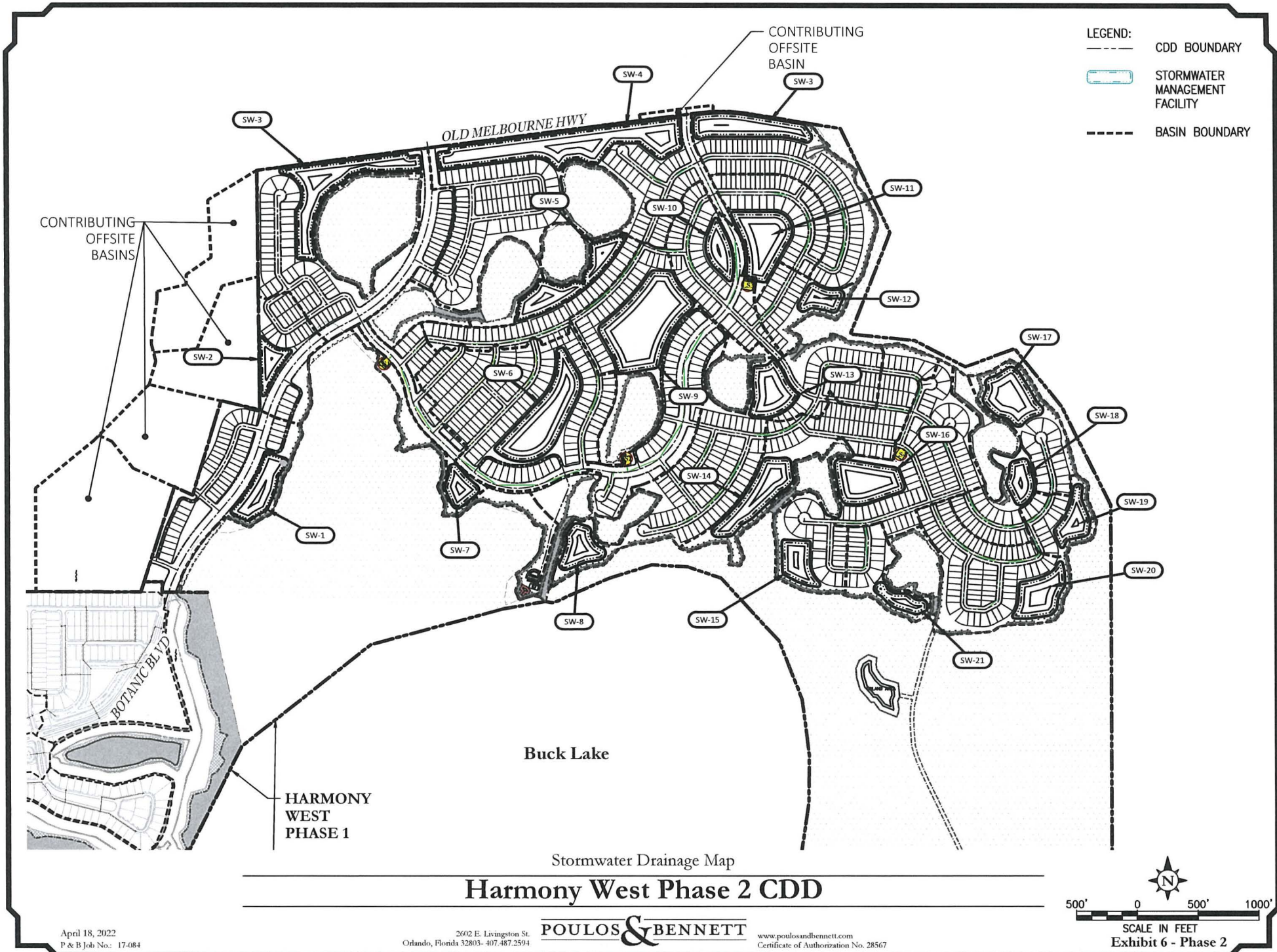
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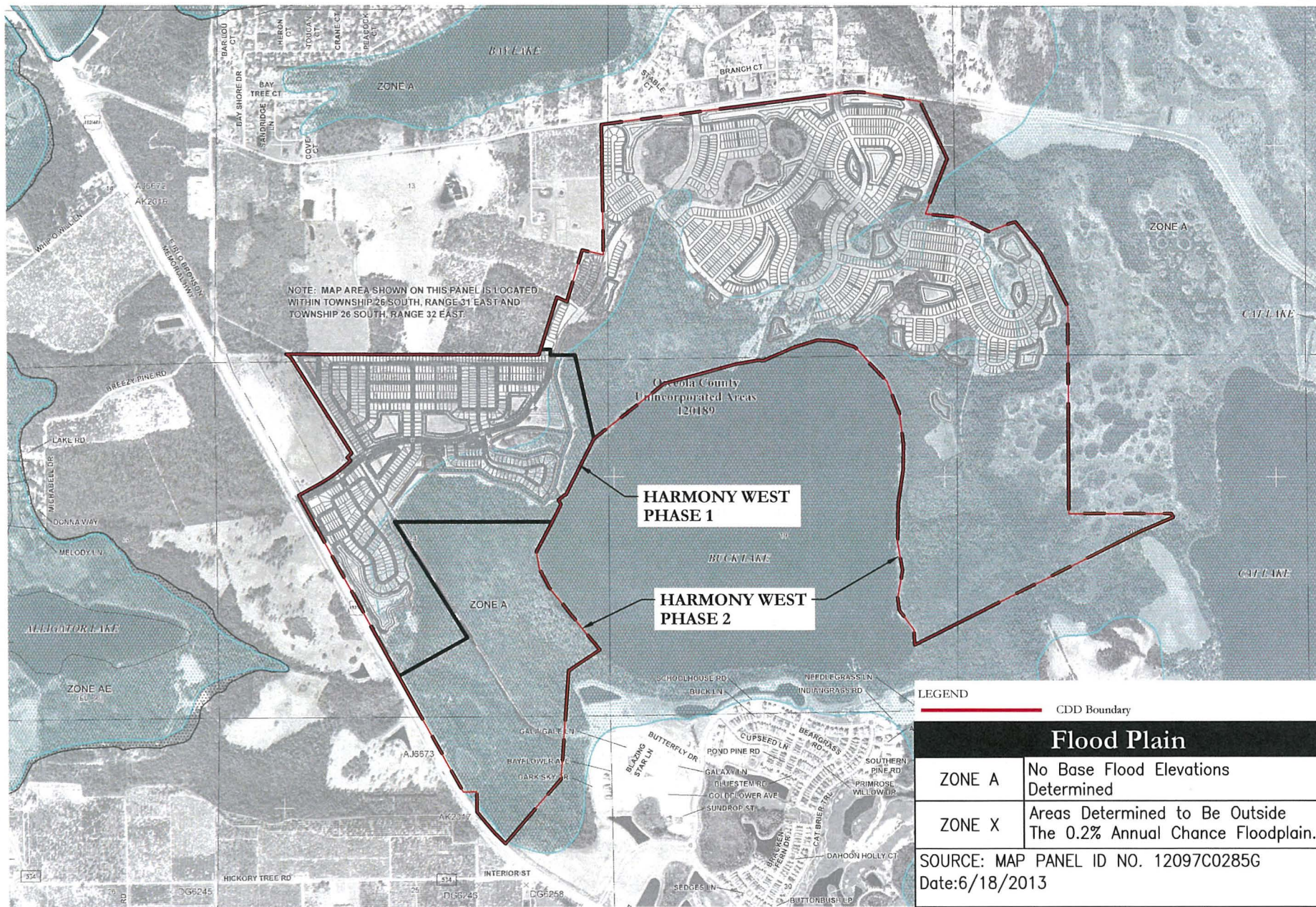
April 18, 2022  
 P & B Job No.: 17-084

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NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 26 SOUTH, RANGE 31 EAST AND TOWNSHIP 26 SOUTH, RANGE 32 EAST.

**HARMONY WEST PHASE 1**

**HARMONY WEST PHASE 2**

LEGEND  
 CDD Boundary

Flood Plain	
ZONE A	No Base Flood Elevations Determined
ZONE X	Areas Determined to Be Outside The 0.2% Annual Chance Floodplain.
SOURCE: MAP PANEL ID NO. 12097C0285G Date: 6/18/2013	

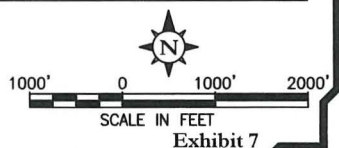
100 - Year Floodplain

# Harmony West CDD

**POULOS & BENNETT**

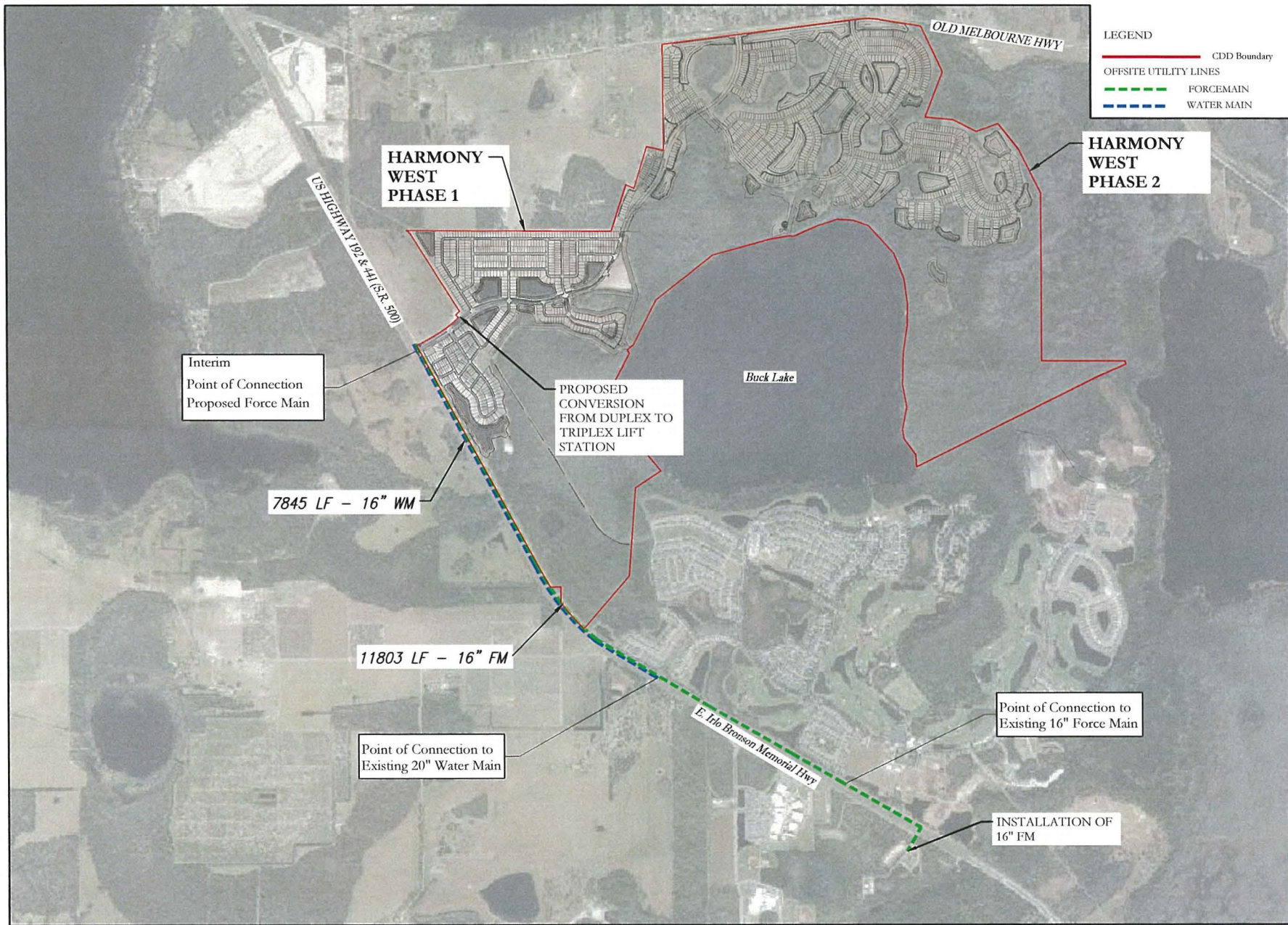
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April 18, 2022  
P & B Job No.: 17-084

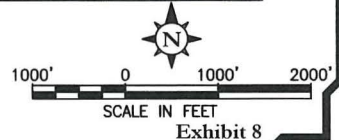




**LEGEND**

	CDD Boundary
	FORCEMAIN
	WATER MAIN

Offsite Utilities Infrastructure  
**Harmony West CDD**

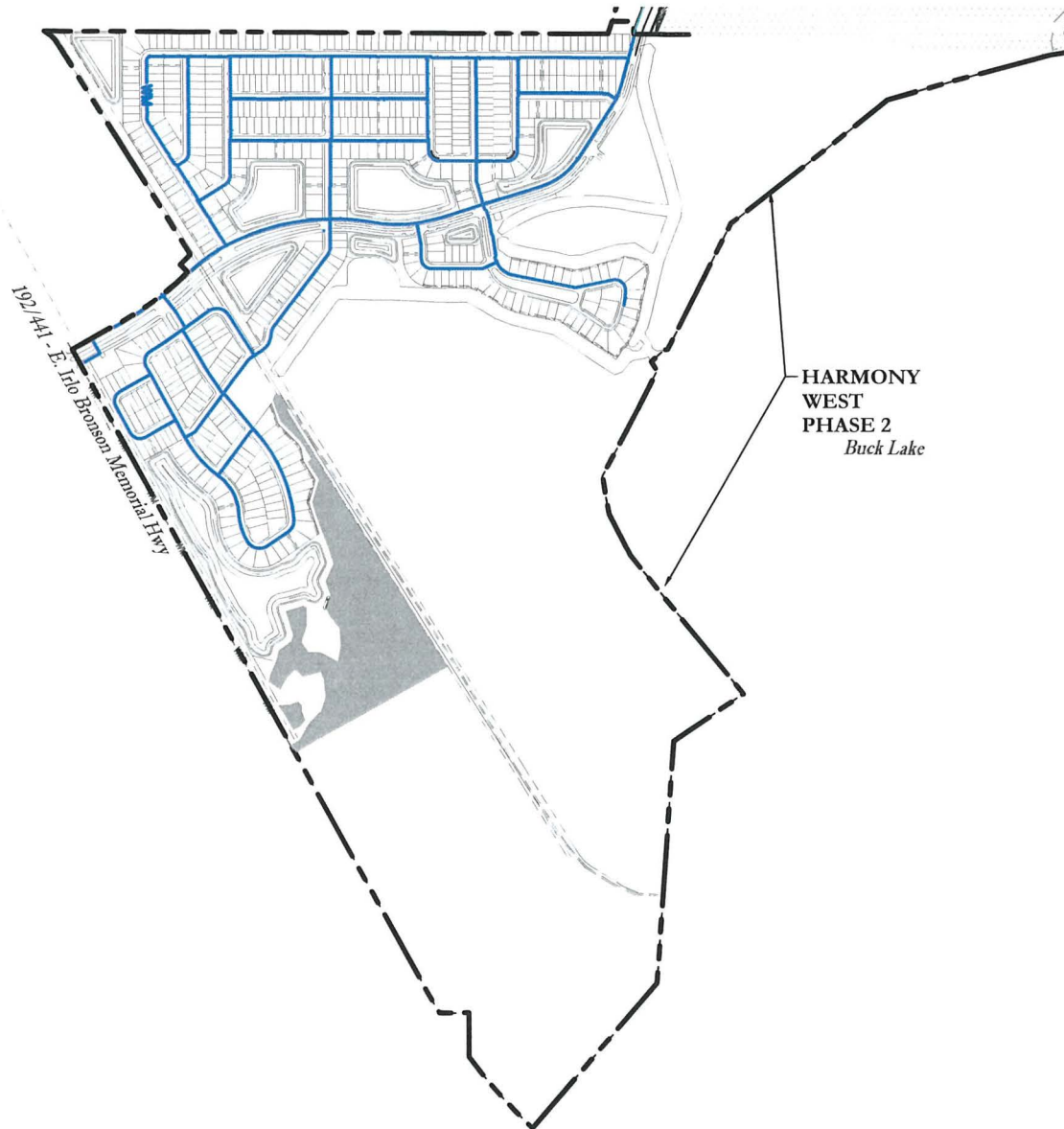


April 18, 2022  
 P & B Job No.: 17-084

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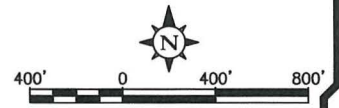
LEGEND:  
 --- CDD BOUNDARY  
 ——— WATER MAIN

HARMONY WEST  
 PHASE 2  
*Buck Lake*

192/441 - E. Ilo Bronson Memorial Hwy

Potable Water Distribution System

# Harmony West Phase 1 CDD



SCALE IN FEET  
 Exhibit 9 - Phase 1

April 22, 2022  
 P & B Job No.: 17-084

2602 E. Livingston St.  
 Orlando, Florida 32803-407.487.2594

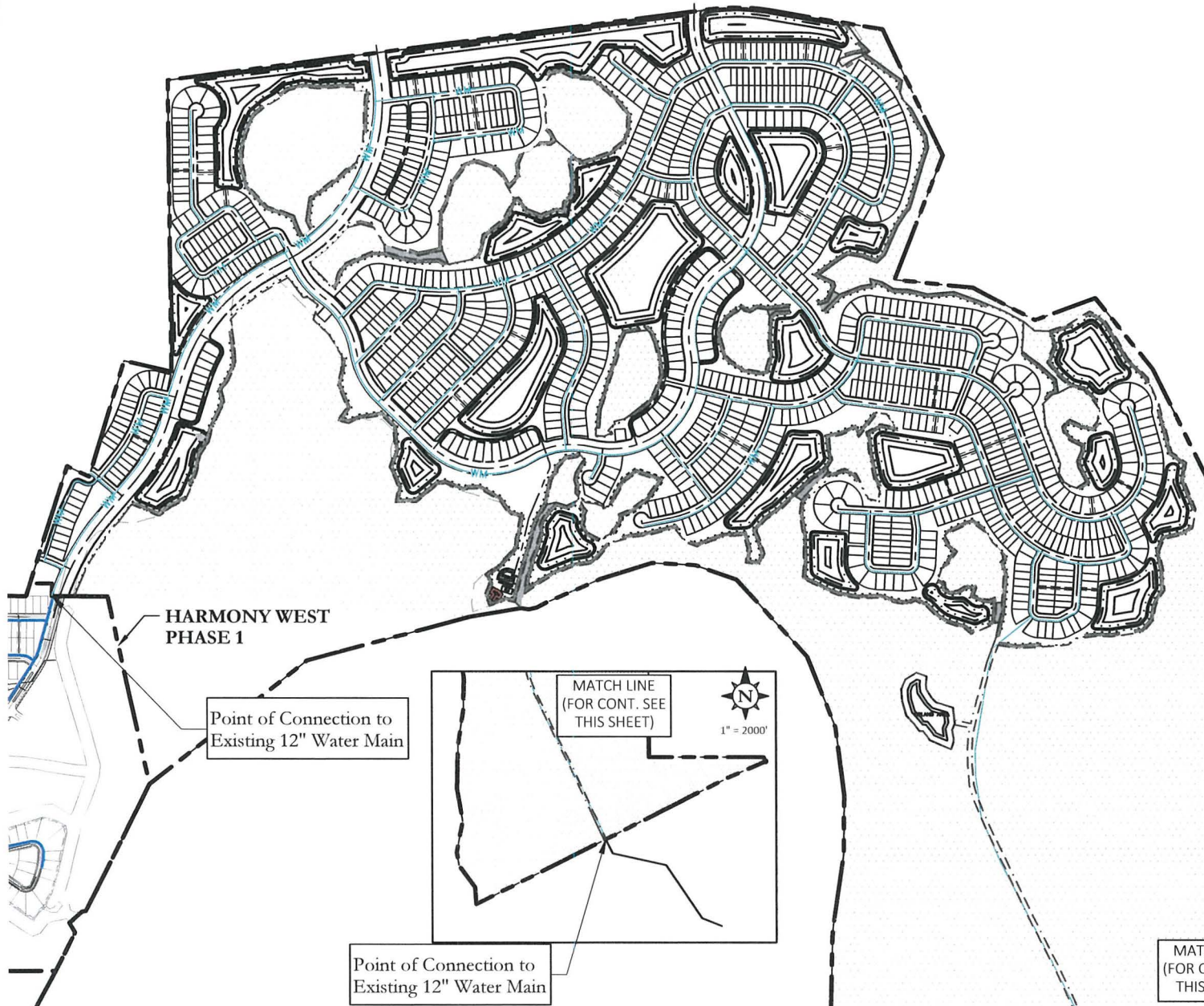
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Z:\2018\18-012 HARMONY WEST CDD\CAD\EXH 1 & 2\EXHIBIT 9 -- POTABLE WATER DISTRIBUTION SYSTEM



LEGEND:  
 CDD BOUNDARY  
 WATER MAIN



Potable Water Distribution System

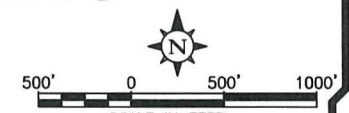
## Harmny West Phase 2 CDD

April 22, 2022  
 P & B Job No.: 17-084

2602 E. Livingston St.  
 Orlando, Florida 32803-407-487-2594

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SCALE IN FEET  
 Exhibit 9 - Phase 2





Reclaim Water Distribution System

---

## Harmony West Phase 1 CDD

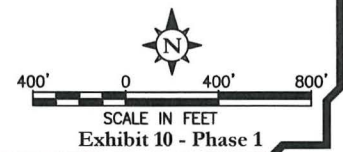
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April 22, 2022  
 P & B Job No.: 17-084

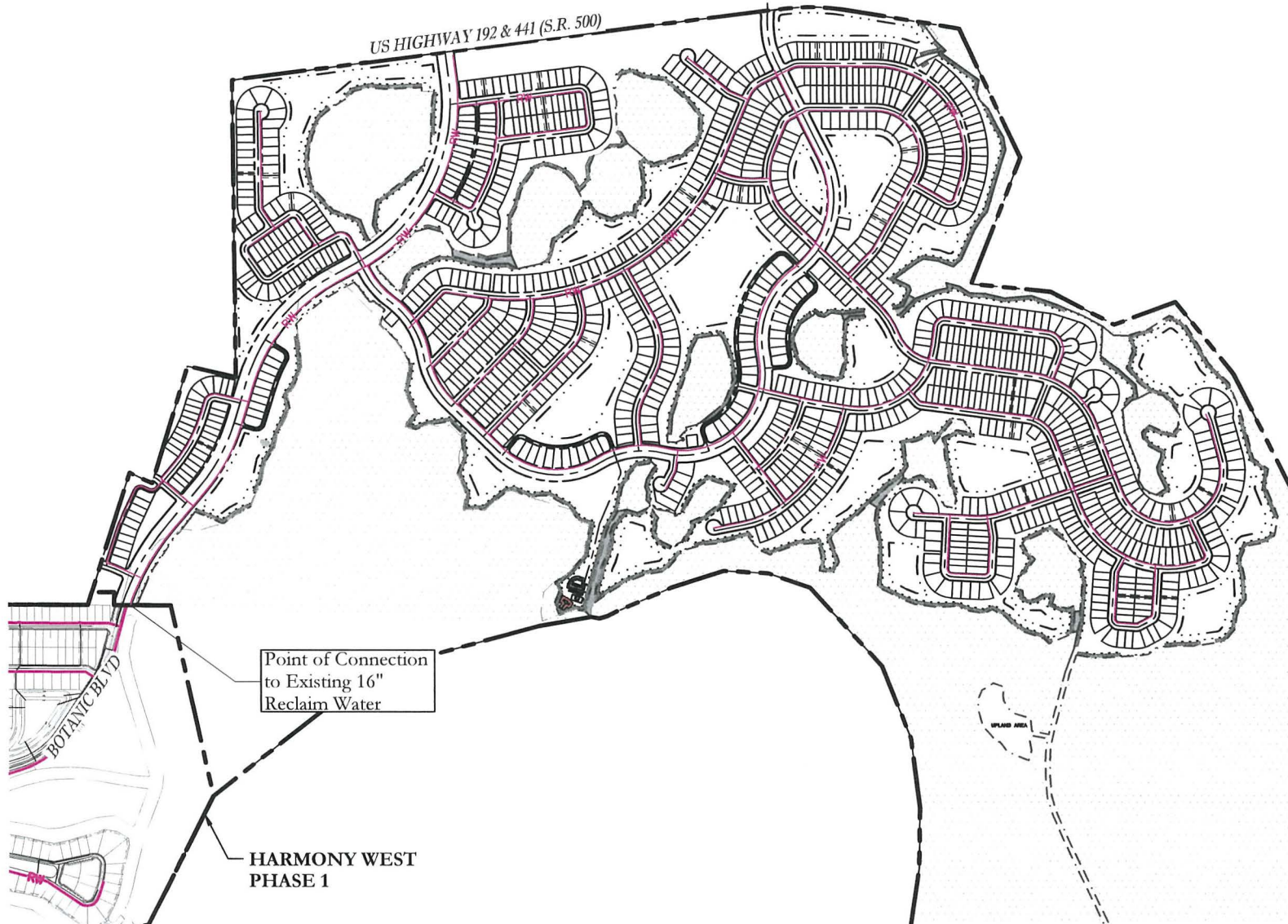
2602 E. Livingston St.  
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LEGEND:  
 --- CDD BOUNDARY  
 --- RECLAIM WATER



HARMONY WEST  
 PHASE 1

Point of Connection  
 to Existing 16"  
 Reclaim Water

Reclaim Water Distribution System

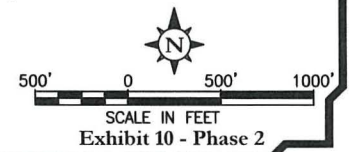
# Harmony West Phase 2 CDD

April 22, 2022  
 P & B Job No.: 17-084

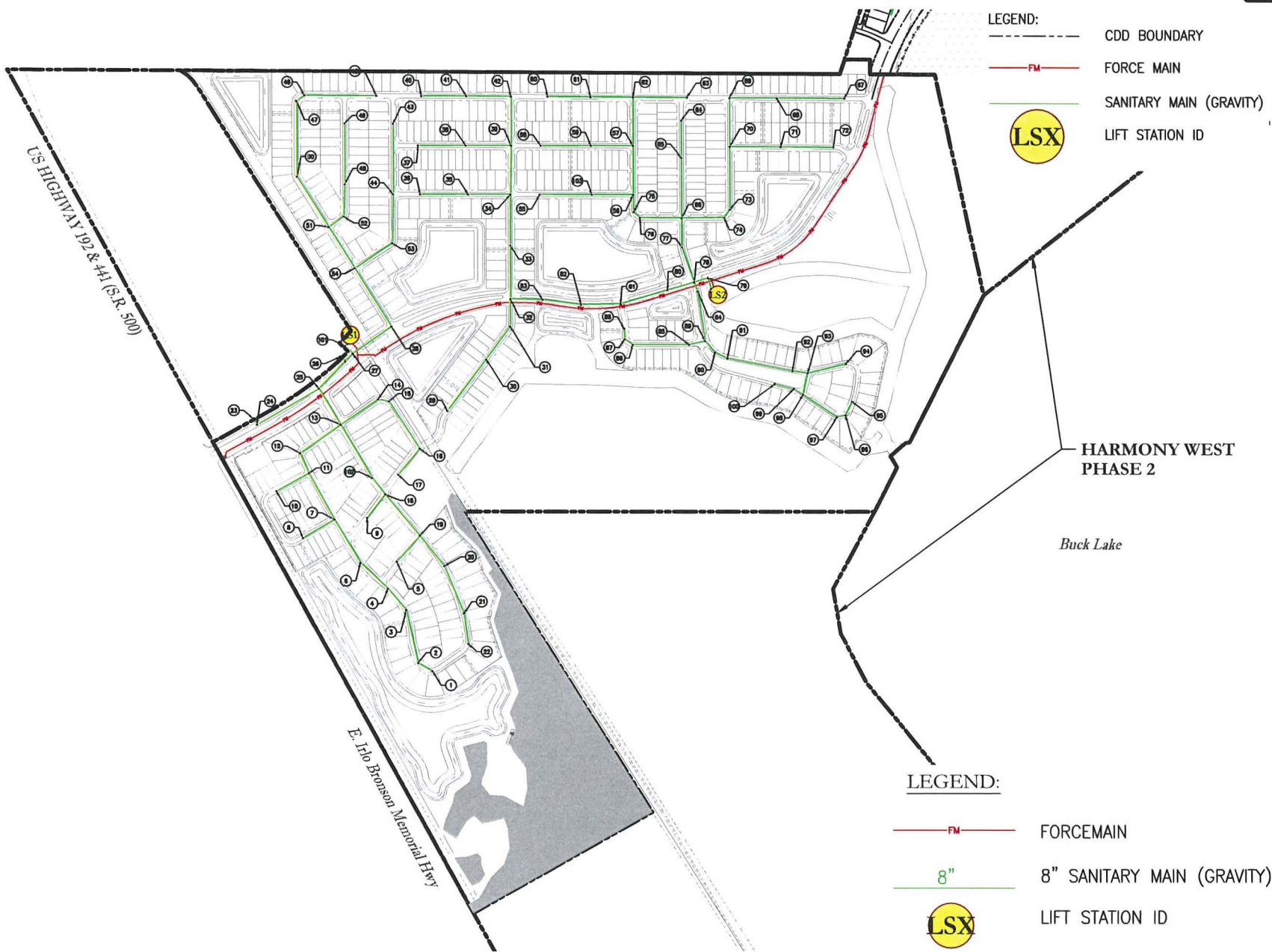
2602 E. Livingston St.  
 Orlando, Florida 32803-407-487.2594

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LEGEND:

- CDD BOUNDARY
- FM — FORCE MAIN
- 8" — SANITARY MAIN (GRAVITY)
- LSX LIFT STATION ID

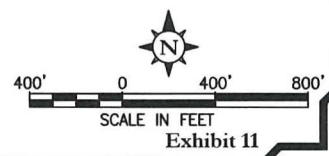
LEGEND:

- FM — FORCEMAIN
- 8" — 8" SANITARY MAIN (GRAVITY)
- LSX LIFT STATION ID

HARMONY WEST  
PHASE 2

Buck Lake

Overall Wastewater Collection System  
**Harmony West Phase 1 CDD**

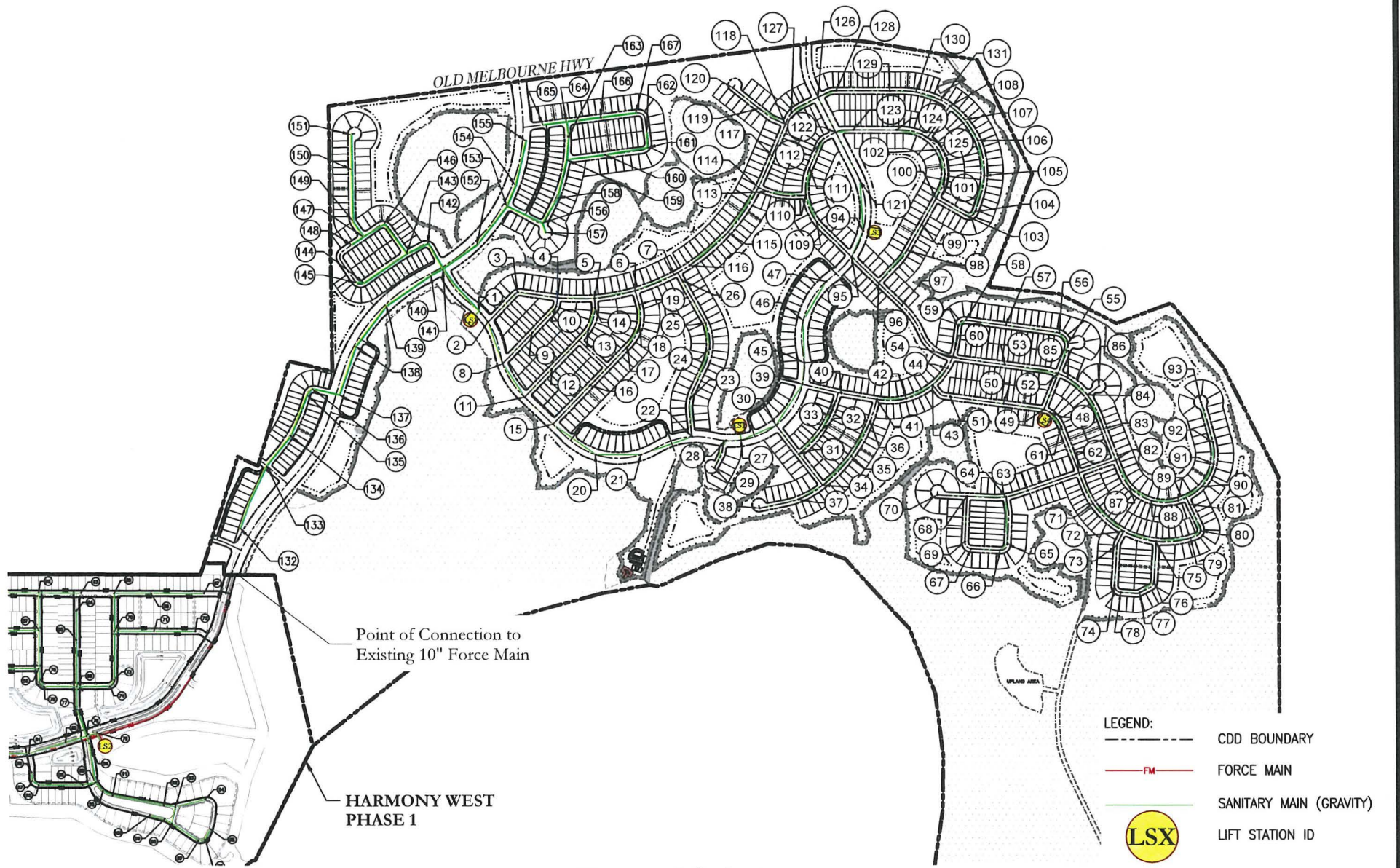


April 22, 2022  
 P & B Job No.: 17-084

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Point of Connection to Existing 10" Force Main

HARMONY WEST PHASE 1

LEGEND:

- CDD BOUNDARY
- FM FORCE MAIN
- SANITARY MAIN (GRAVITY)
- LIFT STATION ID

Wastewater Collection System

## Harmony West Phase 2 CDD

500' 0 500' 1000'

SCALE IN FEET

Exhibit 11 - Phase 2

April 22, 2022  
P & B Job No.: 17-084

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Orlando, Florida 32803-407.487.2594

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Z:\2018\18-012 HARMONY WEST CDD\CAD\EXH 11 & FIGS\CDD-PHASE 1 & 2\EXHIBIT 11 - OVERALL WASTEWATER COLLECTION SYSTEM

**EXHIBIT 12**  
**Harmony West CDD**  
**Estimate of Probable Capital Improvement Costs**  
**April 21, 2022**

Facility	Estimated Costs		
	Phase 1	Phase 2	Total
Undergrounding of Electrical Facilities	\$650,000	\$2,302,000	\$2,952,000
Roadways (Pavement and Drainage System)	\$5,795,337	\$16,616,220	\$22,411,557
Stormwater Ponds (Pond Excavation, Dewatering, Sod & Outfall Structures)	\$4,750,125	\$7,022,126	\$11,772,251
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$3,000,681	\$5,189,100	\$8,189,781
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$4,443,479	\$10,003,500	\$14,446,979
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$1,238,641	\$3,628,100	\$4,866,741
Parks, Landscape and Hardscape	\$6,575,918	\$8,000,000	\$14,575,918
<b>Subtotal</b>	<b>\$26,454,181</b>	<b>\$52,761,046</b>	<b>\$79,215,227</b>
Professional Fees (15%)	\$2,645,418	\$5,276,105	\$7,921,523
<b>Total</b>	<b>\$29,099,599</b>	<b>\$58,037,151</b>	<b>\$87,136,750</b>

Notes:

- 1) All costs and expenses for roadways (or portions of roadways) involving the grant of mobility credits by Osceola County shall be paid for by the Developer and are not included in this cost opinion. In no instance shall construction of a roadway (or portion of roadway) be funded by the CDD if mobility credits are to be granted to the Developer by the County.
- 2) A 15% contingency has been included within the costs.

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8C**

# HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

## Revised Master Special Assessment Methodology Report

April 22, 2022



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)



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## **1.0 Introduction**

### **1.1 Purpose**

This Revised Master Special Assessment Methodology Report (the "Revised Report") is a revision of the Master Special Assessment Methodology Report (the "Original Report") dated February 26, 2018 and was developed to provide a revised master financing plan and a master special assessment methodology for the Harmony West Community Development District (the "District"), located in unincorporated Osceola County, Florida, as related to funding the costs of public infrastructure improvements (the "Revised Capital Improvement Plan") contemplated to be provided by the District.

The District was established by Osceola County Ordinance No. 2017-02 adopted on April 17, 2017, encompassed an area of approximately 287.10 +/- acres and was originally planned to be developed with a total of 638 single-family residential units. The boundaries of the District were subsequently expanded Osceola County Ordinance No. 2018-55 adopted on October 15, 2018 to include additional lands, and the District currently encompasses approximately 1,293.35 +/- acres and is projected to be developed with a total of 1,771 single-family residential units.

### **1.2 Scope of the Revised Report**

This Revised Report presents the projections for financing the District's Revised Capital Improvement Plan described in the Harmony West Community Development District Revised Master Engineer's Report for Capital Improvements prepared by Poulos & Bennett, LLC (the "District Engineer") and dated April 21, 2022 (the "Revised Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Revised Capital Improvement Plan.

### **1.3 Special Benefits and General Benefits**

Public infrastructure improvements undertaken and funded by the District as part of the Revised Capital Improvement Plan create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Revised Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's Revised

Capital Improvement Plan enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the Revised Capital Improvement Plan. However, these benefits are only incidental since the Revised Capital Improvement Plan is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Revised Capital Improvement Plan and do not depend upon the Revised Capital Improvement Plan to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The Revised Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Revised Capital Improvement Plan. Even though the exact value of the benefits provided by the Revised Capital Improvement Plan is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

#### **1.4 Organization of the Revised Report**

*Section Two* describes the revised development program as proposed by the Current Developer, as defined below.

*Section Three* provides a summary of the Revised Capital Improvement Plan as determined by the District Engineer.

*Section Four* discusses the revised financing program for the District.

*Section Five* introduces the revised special assessment methodology for the District.

### **2.0 Revised Development Program**

#### **2.1 Overview**

The District serves the Villages at Harmony development (the "Development" or "Harmony West"), a master planned, residential

development located in unincorporated Osceola County, Florida. The land within the District originally consisted of approximately 287.10 +/- acres, however, the boundaries of the District were expanded to encompass a total area of approximately 1,293.35 +/- acres. The District is generally located in north-central Osceola County, generally south of Old Melbourne Highway, east of US Highway 192 & 441, and north, east and west of Buck Lake.

## **2.2 The Revised Development Program**

Prior to the expansion of the District's boundaries, the development of land within the District was conducted by Harmony Florida Land, LLC (the "Original Developer"). Following the expansion of the District's boundaries, the Original Developer transferred its responsibilities to Forestar (USA) Real Estate Group, Inc. (the "Current Developer"). The Current Developer oversaw the completion of development for the first 620 single-family residential units, referred to as the Phase 1, which comprise the first stage of development within the District and which are subject to Special Assessments (the "Series 2018 Bond Assessments") securing repayment of Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds").

Based upon the most current information provided by the Current Developer and the Engineer, the revised development plan for the land in the expanded District envisions a total of 1,771 single-family residential units, although land use types and unit numbers may change throughout the development period. The first 620 single-family residential units comprise the Phase 1, while the remaining 1,151 single-family residential units comprise the Phase 2 of the District. Table 1 in the *Appendix* illustrates the revised development plan for Harmony West. The development of Harmony West is planned to be conducted in several phases over a multi-year period.

## **3.0 The Revised Capital Improvement Plan**

### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the District Engineer in the Revised Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

### **3.2 Revised Capital Improvement Plan**

The Revised Capital Improvement Plan, as revised, needed to serve the Development is projected to consist of improvements which will serve all of the lands in the District, including those lands which have already been developed into 620 single-family residential units, as well the remaining lands which are projected to be developed into a total of 1,151 single-family residential units. The Revised Capital Improvement Plan will consist of undergrounding of electrical facilities, roadway improvements, storm water management, potable water, sanitary sewer and reclaimed water facilities, parks, landscaping and hardscape. At the time of this writing, the total cost of the Revised Capital Improvement Plan is estimated to total approximately \$87,137,750, with the public infrastructure improvements needed to serve the Phase 1 units currently estimated by the District Engineer to total \$29,100,599 and the public infrastructure improvements needed to serve the Phase 2 units currently estimated by the District Engineer to total \$58,037,151.

According to the District Engineer, these public infrastructure improvements will jointly serve and provide benefit to all land uses in the District. The improvements that are part of the Revised Capital Improvement Plan will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the Revised Capital Improvement Plan.

## **4.0 Revised Financing Program**

### **4.1 Overview**

As noted in *Section 2.2*, the District already issued its Series 2018 Bonds in the principal amount of \$8,710,000 to finance acquisition and construction of a portion of the costs of the Original Capital Improvement Plan valued by the District Engineer at a total of \$31,746,216 (the "Original Capital Improvement Plan"). The District financed a total of \$7,561,889.38 with proceeds of the Series 2018 Bonds, while the balance of the costs of the Original Capital Improvement Plan were funded by the Original Developer.

It is the District's intension now to calculate the total amount of debt that would have been required to fully fund the total costs of the

Revised Capital Improvement Plan, and further to apportion the special assessments securing repayment of such debt to the lands in the District. Consequently, even though the actual financing plan may change to include multiple series of bonds, and setting aside that the District has already issued its Series 2018 Bonds, in order to fully fund the costs of the Revised Capital Improvement Plan as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$116,610,000 in par amount of Special Assessment Revenue Bonds (the "Bonds").

**Please note that the purpose of this Revised Report is to allocate the benefit of the Revised Capital Improvement Plan to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the Revised Capital Improvement Plan. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change. Please note a portion of the costs that the Bonds would fund has already been funded with proceeds of the Series 2018 Bonds.**

#### **4.2 Types of Bonds Proposed**

The proposed revised financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$116,610,000 to finance approximately \$87,137,750 in Revised Capital Improvement Plan costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvement and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately \$116,610,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

**Please note that the structure of the Bonds as presented in this Revised Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.**

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Bonds provides the District with funds necessary to construct/acquire the public infrastructure improvements which are part of the Revised Capital Improvement Plan outlined in *Section 3.2* and described in more detail by the District Engineer in the Revised Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be paid off by assessing properties that derive special and peculiar benefits from the Revised Capital Improvement Plan. All properties that receive special benefits from the Revised Capital Improvement Plan would be assessed for their fair share of the debt issued in order to finance all or a portion of the Revised Capital Improvement Plan.

### **5.2 Benefit Allocation**

The revised development plan envisions the development of 1,771 single-family residential units, although unit numbers and land use types may change throughout the development period.

According to the District Engineer, these public infrastructure improvements will serve and provide benefit to all land uses in the District. The improvements that are part of the Revised Capital Improvement Plan will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the improvements that comprise the Revised Capital Improvement Plan and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Revised Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the

District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the pro-rata cost of the improvements necessary for that parcel, or the actual non-ad valorem assessment amount levied on that parcel.

The development of land in the Villages at Harmony will include recreational amenities that will be owned and operated either by the District or home owners' association for the Development (to the extent not funded by the Bonds). While it is beyond question that the parcels containing the recreational amenities will benefit from the provision of the Revised Capital Improvement Plan, the District already determined to exempt such properties from Series 2018 Bond Assessments and may determine to exempt such properties from Bond Assessments (to be defined later in this document) provided that the requirements of Section 193.0235, F.S. have been satisfied that such properties are exempt from assessments as a matter of law. The rationale for this exemption is that the cost of Series 2018 Bond Assessments and Bond Assessments will already be borne by the Series 2018 Bond Assessments and Bond Assessments-paying residential property owners within the District in the proportion equivalent to their benefit of public improvements.

Consistent with the determinations made in the Original Report and adopted by the Board of Supervisions of the District, the benefit associated with the Revised Capital Improvement Plan of the District is proposed to be allocated to the different product types within the District in proportion to the density of development and intensity of use of the public infrastructure improvements as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the land uses contemplated to be developed within the District based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each land use category, and the share of the benefit received by each land use.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units or units with a lower

intensity of use will use and benefit from the District's improvements less than larger units or units with a higher intensity of use, as for instance, generally and on average smaller units or units with lower intensity of use produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units or units with a higher intensity of use is likely to appreciate by more in terms of dollars than that of the smaller units or units with a lower intensity of use as a result of the implementation of the Capital Improvement Plan. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding the District's Revised Capital Improvement Plan (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit. As Phase 1 of the District is already subject to the Series 2018 Bond Assessments, it is proper that the District recognizes that such lands, which are identical to the lands contained within the boundaries of the District prior to the expansion of the District's boundaries, should not be assessed as the public infrastructure improvements needed for the development of the units located within the Phase 1 has already been constructed. Consequently, Table 5 illustrates that the Bond Assessments attributable to Phase 1 total \$35,062,172.65 and such Bond Assessments will not be levied on the units in Phase 1, as the units within the Phase 1 are subject to Series 2018 Bond Assessments levied in accordance with a methodology related to such Series 2018 Bond Assessments. With regards to Phase 2, the District will levy a sum of \$65,091,226.96 on the land proposed to be developed with a total of 1,151 single-family residential units.

### **5.3 Assigning Debt**

As stated in *Section 5.2*, the Bond Assessments in the amount of \$65,091,226.96 will initially be levied on all of the gross acre land in the Phase 2 of the District. Consequently, the Bond Assessments will be levied on approximately 1,006.25 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$65,091,226.96 will be preliminarily levied on approximately 1,006.25 +/- gross acres at a rate of \$64,686.93 per acre.



As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the Phase 2 of the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

#### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Revised Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Revised Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

## **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because, with the exception mentioned in *Section 5.2*, it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the Revised Capital Improvement Plan by different land uses.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

## **5.6 True-Up Mechanism**

The assessment methodology described herein is based on conceptual information about the current development plan for Phase 2 obtained from the Current Developer prior to construction. As development occurs it is possible that the number of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Bond Assessments on a per ERU basis never exceed the initially allocated Bond Assessments as contemplated in this Revised Report. Bond Assessments per ERU preliminarily equal \$61,095.58 (\$65,091,226.96 in Bond Assessments divided by 1,065.40 ERUs) and may change based on the final bond sizing. If such changes occur, the methodology is applied to the land based on the number of and type of units of particular land uses within each and every parcel as signified by the number of ERUs.

As the land is platted, the Bond Assessments are assigned to platted parcels based on the figures in Table 5 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessments to the platted parcel of land, the Bond Assessments per ERU for land that remains unplatted within Phase 2 of the District remains equal to \$61,095.58, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessments to the platted land, the Bond Assessments per ERU for land that remain unplatted within Phase 2 of the District equal less than \$61,095.58 (either as a result of a larger number of units, different units or both), then the per ERU Bond Assessments for all parcels within Phase 2 of the District will be lowered if that state persists at the conclusion of platting of all land within Phase 2 of the District.

If, in contrast, a result of platting and apportionment of the Bond Assessments to the platted land, the Bond Assessments per ERU for land that remains unplatted within Phase 2 of the District equal more than \$61,095.58 (either as a result of a smaller number of units, different units or both), then the difference in Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of Bond Assessments per ERU to occur, in accordance with a true-up agreement to be entered into between the District and the Current Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessments per ERU and \$61,095.58 multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date.

In addition to platting of property within Phase 2 of the District, any planned sale of an unplatted land to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessments per ERU for land that remains unplatted remains equal to \$61,095.58. The test will be based upon the development rights as signified by the number of ERUs associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

## **5.7 Preliminary Assessment Roll**

The Bond Assessments of \$65,091,226.96 are proposed to be levied over the area described in Exhibit "A", which comprises the land within Phase 2 of the District is part of parcel identified in the table below. Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual principal installments.

## **5.8 Additional Items Regarding Bond Assessments Imposition and Allocation**

This revised master assessment allocation methodology is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As set forth in any supplemental report(s), and for any particular bond issuance, the land developer may opt to “buy down” the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the developer to pay down Bond Assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

As noted herein, the Revised Capital Improvement Plan functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

In the event that the Revised Capital Improvement Plan is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District

## 6.0 Additional Stipulations

### 6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Revised Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this Revised Report. For additional information on the structure of any bonds and related items, please refer to the offering statement associated with any bonding transaction.

**Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.**

## 7.0 Appendix

Table 1

# Harmony West

## Community Development District

### Revised Development Plan

Product Type	Phase 1 Units	Phase 2 Units	Total Units
SF 40'	251	540	791
SF 50'	297	499	796
SF 60'	72	112	184
<b>Total</b>	<b>620</b>	<b>1,151</b>	<b>1,771</b>

Table 2

# Harmony West

## Community Development District

### Revised Capital Improvement Program

Improvement	Estimated Phase		Cost
	Phase 1 Costs	2 Costs	
Undergrounding of Electrical Facilities	\$650,000	\$2,302,000	\$2,952,000
Roadways	\$5,795,337	\$16,616,220	\$22,411,557
Stormwater Ponds	\$4,750,125	\$7,022,126	\$11,772,251
Potable Water Distribution	\$3,000,681	\$5,189,100	\$8,189,781
Sanitary Sewer System	\$4,443,479	\$10,003,500	\$14,446,979
Reclaimed Water Distribution	\$1,238,641	\$3,628,100	\$4,866,741
Parks, Landscape and Hardscape	\$6,576,918	\$8,000,000	\$14,576,918
Professional Fees	\$2,645,418	\$5,276,105	\$7,921,523
<b>Total</b>	<b>\$29,100,599</b>	<b>\$58,037,151</b>	<b>\$87,137,750</b>

Table 3

# Harmony West

## Community Development District

### Preliminary Sources and Uses of Funds

#### Sources

Bond Proceeds:

Par Amount \$116,610,000

**Total Sources \$116,610,000**

#### Uses

Project Fund Deposits:

Project Fund \$87,137,750

Other Fund Deposits:

Debt Service Reserve Fund \$9,397,181

Capitalized Interest Fund \$16,325,400

Delivery Date Expenses:

Costs of Issuance \$3,748,300

Rounding \$1,369

**Total Uses \$116,610,000**

Table 4

# Harmony West

## Community Development District

### Benefit Allocation

Product Type	Total Units	ERU Weight per		Percent Share of
		Unit	Total ERU	Total
SF 40'	791	0.80	632.80	38.36%
SF 50'	796	1.00	796.00	48.25%
SF 60'	184	1.20	220.80	13.39%
<b>Total</b>	<b>1,771</b>		<b>1,649.60</b>	<b>100.00%</b>

### Benefit Allocation - Phase 1

Product Type	Phase 1 Units	ERU Weight per		Percent Share of
		Unit	Total ERU	Total
SF 40'	251	0.80	200.80	12.17%
SF 50'	297	1.00	297.00	18.00%
SF 60'	72	1.20	86.40	5.24%
<b>Total</b>	<b>620</b>		<b>584.20</b>	<b>35.41%</b>

### Benefit Allocation - Phase 2

Product Type	Phase 2 Units	ERU Weight per		Percent Share of
		Unit	Total ERU	Total
SF 40'	540	0.80	432.00	26.19%
SF 50'	499	1.00	499.00	30.25%
SF 60'	112	1.20	134.40	8.15%
<b>Total</b>	<b>1,151</b>		<b>1,065.40</b>	<b>64.59%</b>



Table 5

# Harmony West

## Community Development District

### Bond Assessment Apportionment

Product Type	Total Units	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Bond Assessments Debt Service per Unit*
SF 40'	791	\$44,732,546.07	\$56,551.89	\$4,900.34
SF 50'	796	\$56,269,131.91	\$70,689.86	\$6,125.42
SF 60'	184	\$15,608,322.02	\$84,827.84	\$7,350.51
<b>Total</b>	<b>1,771</b>	<b>\$116,610,000.00</b>		

\* Included costs of collection and assumes payment in **March**

### Bond Assessment Apportionment - Phase 1

Product Type	Phase 1 Units	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Bond Assessments Debt Service per Unit*
SF 40'	251	\$14,194,524.73	\$56,551.89	\$4,900.34
SF 50'	297	\$16,795,911.74	\$56,551.89	\$6,125.42
SF 60'	72	\$4,071,736.18	\$56,551.89	\$7,350.51
<b>Total</b>	<b>620</b>	<b>\$35,062,172.65</b>		

\* Included costs of collection and assumes payment in March

### Bond Assessment Apportionment - Phase 2

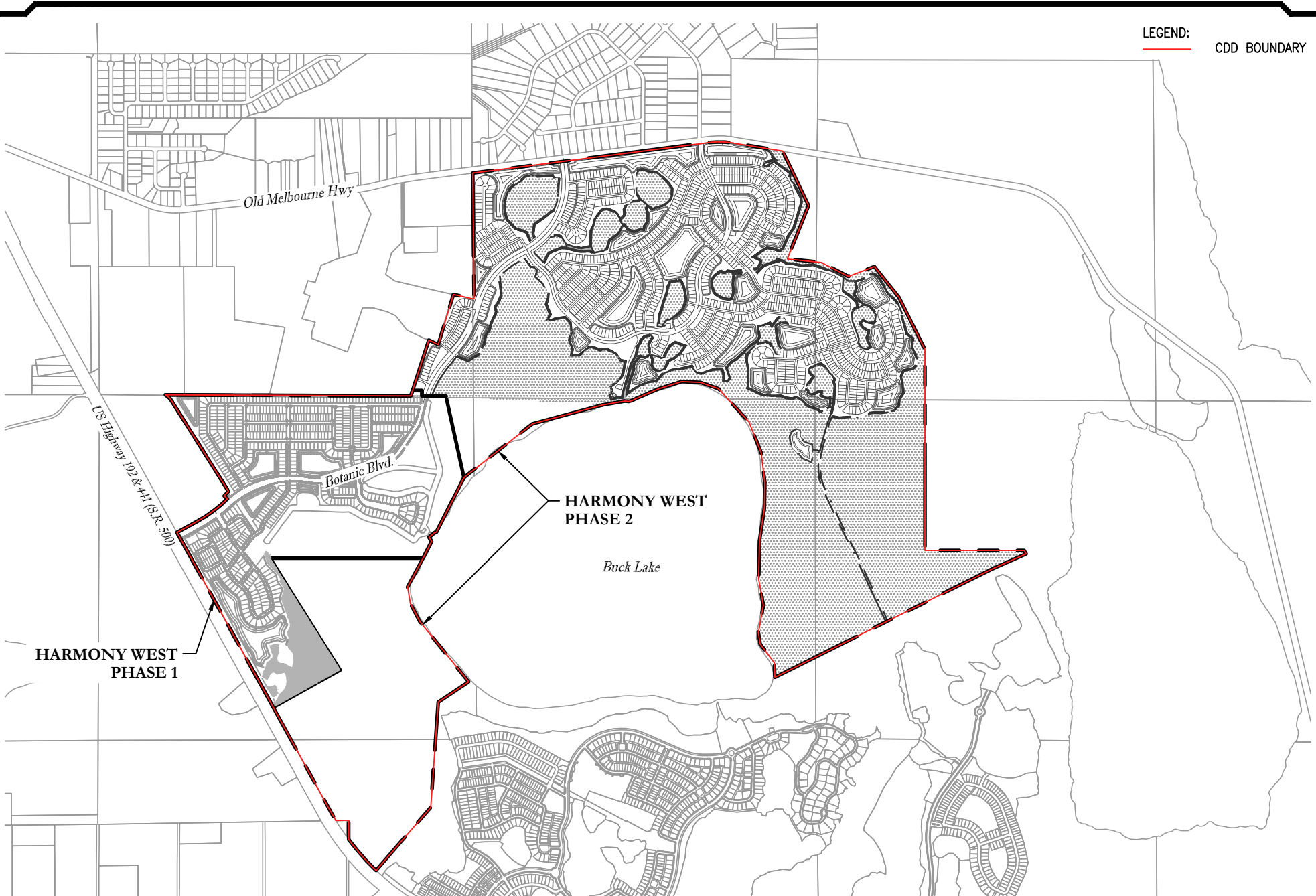
Product Type	Phase 2 Units	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Bond Assessments Debt Service per Unit*
SF 40'	540	\$30,538,021.34	\$56,551.89	\$4,900.34
SF 50'	499	\$28,219,393.79	\$56,551.89	\$6,125.42
SF 60'	112	\$6,333,811.83	\$56,551.89	\$7,350.51
<b>Total</b>	<b>1,151</b>	<b>\$65,091,226.96</b>		

\* Included costs of collection and assumes payment in March

**Exhibit "A"**

Bond Assessments in the total amount of \$65,091,226.96 will be levied on an equal pro-rata gross acre basis based on the area described as follows:

LEGEND:  
CDD BOUNDARY



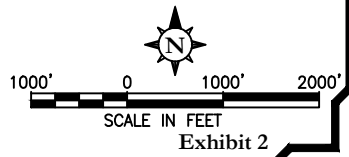
HARMONY WEST PHASE 1

HARMONY WEST PHASE 2

Buck Lake

Location Map

# Harmony West CDD



LEGAL DESCRIPTION CDD PARCEL

# SKETCH OF DESCRIPTION

A portion of Sections 13, 24 and 25, Township 26 South, Range 31 East and a portion of Sections 17, 18, 19 and 20, Township 26 South, Range 32 East, Osceola County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 24, Township 26 South, Range 31 East; thence run N89°45'20"W, along the North line of said Section 24, a distance of 1,610.94 feet; thence run S55°19'37"E, a distance of 48.11 feet; thence run S45°17'29"E, a distance of 46.56 feet; thence run S36°02'44"E, a distance of 47.73 feet; thence run S32°10'47"E, a distance of 1,652.30 feet; thence run S43°58'59"W, a distance of 97.14 feet; thence run S46°01'01"E, a distance of 69.61 feet to a point on a Non Tangent curve, concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Southwesterly along the arc of said curve a distance of 572.22 feet (Chord Bearing = S53°08'32"W, Chord = 570.35 feet); thence run S61°10'41"W, a distance of 372.89 feet, to a point on the East Right of Way line of U.S. Highway No. 192 & 441; thence run the following (2) courses along said East Right of Way line: RUN S28°49'40"E, a distance of 4,953.01 feet to a point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 02°28'27"; thence run Southeasterly along the arc of said curve, a distance of 163.53 feet (Chord Bearing = S29°46'57"E, Chord = 163.52 feet) to the North line of Lot 35, The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run N89°19'29"E, along said North line and Easterly extension thereof, a distance of 198.87 feet to the East line of a 35' Platted right of way per The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run S00°04'21"E, along said Right of Way line, a distance of 297.74 feet to a point on the East Right of Way line of U.S. Highway No. 192 & 441 and point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 09°46'11"; thence run Southeasterly along the arc of said curve and said East Right of Way line, a distance of 645.71 feet (Chord Bearing = S41°34'47"E, Chord = 644.93 feet); thence run N40°51'29"E, a distance of 1,296.84 feet; thence run N04°08'40"E, a distance of 1,641.35 feet; thence run N56°09'51"E, a distance of 570.57 feet; thence run N39°13'52"W, a distance of 667.67 feet; thence run N38°57'47"W, a distance of 538.81 feet; thence run N27°21'05"W, a distance of 316.06 feet; thence run N09°42'22"W, a distance of 261.13 feet; thence run N28°18'30"E, a distance of 508.18 feet; thence run N26°50'03"E, a distance of 290.56 feet; thence run N30°57'02"W, a distance of 74.79 feet; thence run N48°51'04"E, a distance of 117.06 feet; thence run N81°35'58"E, a distance of 23.74 feet; thence run N26°50'03"E, a distance of 952.92 feet; thence run N51°48'18"E, a distance of 1,353.02 feet; thence run N74°58'16"E, a distance of 1,134.21 feet; thence run N80°15'17"E, a distance of 351.38 feet; thence run S80°34'15"E, a distance of 55.21 feet; thence run N75°03'58"E, a distance of 54.57 feet; thence run N63°32'40"E, a distance of 84.55 feet; thence run N66°40'05"E, a distance of 376.47 feet; thence run N72°26'23"E, a distance of 369.98 feet; thence run S86°54'28"E, a distance of 296.07 feet; thence run S70°48'57"E, a distance of 291.89 feet; thence run S42°39'47"E, a distance of 702.24 feet; thence run S21°34'08"E, a distance of 514.89 feet; thence run S07°05'17"E, a distance of 467.66 feet; thence run S00°47'47"W, a distance of 395.47 feet; thence run S08°30'03"W, a distance of 514.86 feet; thence run S01°17'49"W, a distance of 590.21 feet; thence run S10°04'43"E, a distance of 420.30 feet; thence run S10°31'40"W, a distance of 430.35 feet; thence run S09°13'48"E, a distance of 179.12 feet; thence run S36°26'41"E, a distance of 365.54 feet; thence run S03°08'07"E, a distance of 226.51 feet; thence run N63°28'20"E, a distance of 3,792.18 feet; thence run N66°20'55"E, a distance of 558.81 feet; thence run N26°19'21"W, a distance of 62.37 feet; thence run S90°00'00"W, a distance of 1,544.48 feet; thence run N00°00'00"E, a distance of 3,121.92 feet; thence run N26°19'21"W, a distance of 907.87 feet; thence run N38°50'11"W, a distance of 613.74 feet; thence run S69°29'52"W, a distance of 431.45 feet; thence run N62°42'16"W, a distance of 473.32 feet; thence run N84°21'06"W, a distance of 530.40 feet; thence run N21°33'05"E, a distance of 894.66 feet; thence run N25°28'06"W, a distance of 938.98 feet to a point on the South Right of Way line of State Road 500-A, Old Melbourne Highway; thence, along said South Right of Way line the following three (3) courses: run N80°46'21"W, a distance of 771.89 feet to a point on a non tangent curve, concave to the South, having a Radius of 1,382.69 feet and a Central Angle of 16°39'07"; thence run Westerly along the arc of said curve, a distance of 401.85 feet (Chord Bearing = N89°03'10"W, Chord = 400.44 feet); thence run S82°35'29"W, a distance of 3,686.09 feet; thence run S00°30'30"E, a distance of 809.15 feet; thence run S00°31'45"E, a distance of 1,149.86 feet; thence run N76°59'29"W, a distance of 327.33 feet; thence run S16°51'13"W, a distance of 814.05 feet; thence run N64°49'23"W, a distance of 165.03 feet; thence run S17°43'23"W, a distance of 915.07 feet to a point on said North line of Section 24; thence run N89°45'32"W, along said North line, a distance of 2,205.89 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL ON SHEET 2

SHEET 1 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

**JOHNSTON'S**  
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

*R.D.B.* 5/09/18

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

**POULOS & BENNETT**

# SKETCH OF DESCRIPTION

LESS THE FOLLOWING DESCRIBED PARCEL:

EXISTING CDD PARCEL

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 1,006.25 acres, more or less.

SHEET 2 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
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TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

**JOHNSTON'S**  
SURVEYING INC.  
900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

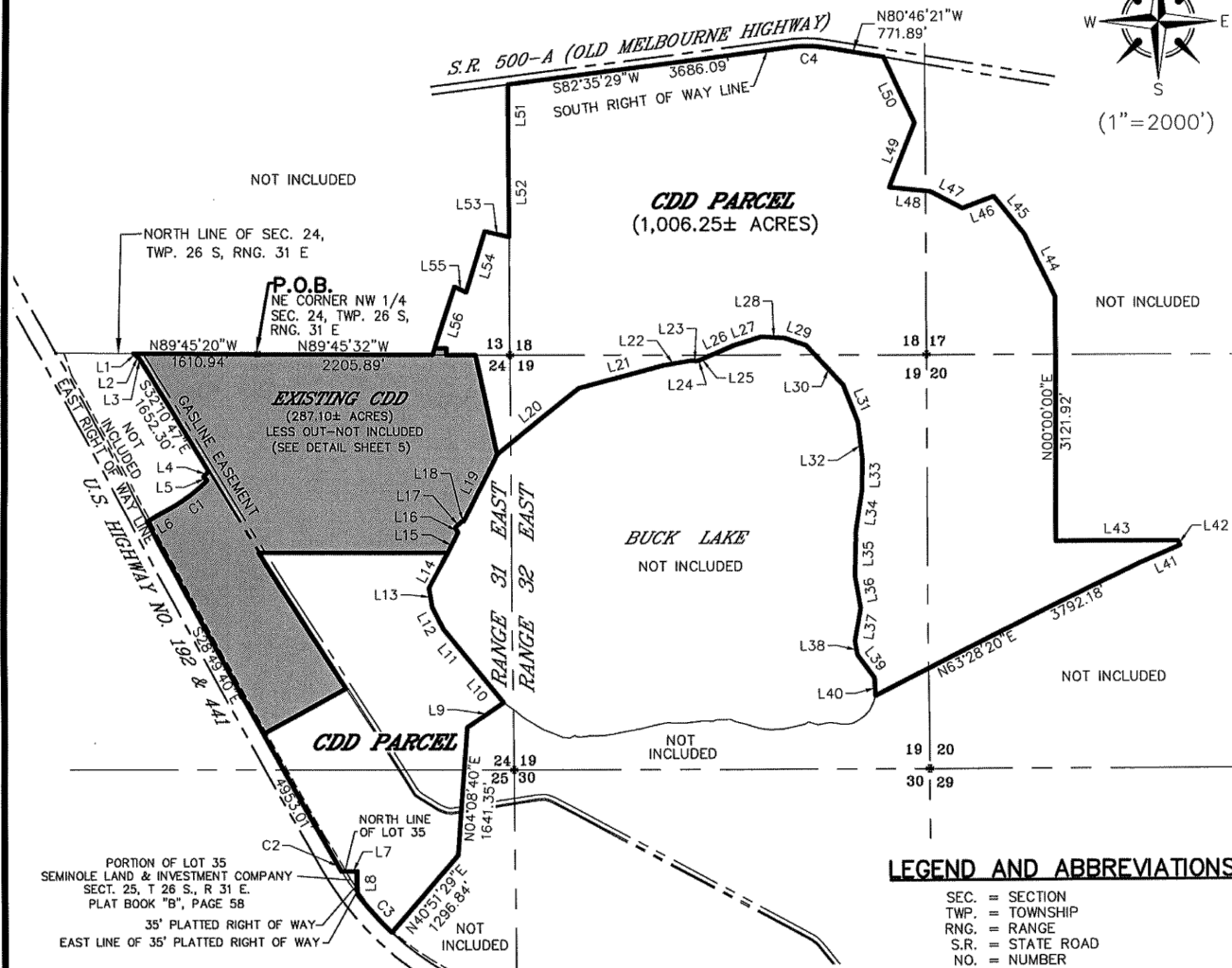
District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

**POULOS & BENNETT**



# SKETCH OF DESCRIPTION



## LEGEND AND ABBREVIATIONS

- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- S.R. = STATE ROAD
- NO. = NUMBER
- LB = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- TEL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

### NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2011 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS), REFERENCE BEARING BEING S28°49'40"E ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500).

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 3 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
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District Boundary Map and Legal Description

# Harmony West Phase 2 CDD

POULOS & BENNETT

## SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S55°19'37"E	48.11'
L2	S45°17'29"E	46.56'
L3	S36°02'44"E	47.73'
L4	S43°58'59"W	97.14'
L5	S46°01'01"E	69.61'
L6	S61°10'41"W	372.89'
L7	N89°19'29"E	198.87'
L8	S00°04'21"E	297.74'
L9	N56°09'51"E	570.57'
L10	N39°13'52"W	667.67'
L11	N38°57'47"W	538.81'
L12	N27°21'05"W	316.06'
L13	N09°42'22"W	261.13'
L14	N28°18'30"E	508.18'
L15	N26°50'03"E	290.56'
L16	N30°57'02"W	74.79'
L17	N48°51'04"E	117.06'
L18	N81°35'58"E	23.74'
L19	N26°50'03"E	952.92'
L20	N51°48'18"E	1353.02'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N74°58'16"E	1134.21'
L22	N80°15'17"E	351.38'
L23	S80°34'15"E	55.21'
L24	N75°03'58"E	54.57'
L25	N63°32'40"E	84.55'
L26	N66°40'05"E	376.47'
L27	N72°26'23"E	369.98'
L28	S86°54'28"E	296.07'
L29	S70°48'57"E	291.89'
L30	S42°39'47"E	702.24'
L31	S21°34'08"E	514.89'
L32	S07°05'17"E	467.66'
L33	S00°47'47"W	395.47'
L34	S08°30'03"W	514.86'
L35	S01°17'49"W	590.21'
L36	S10°04'43"E	420.30'
L37	S10°31'40"W	430.35'
L38	S09°13'48"E	179.12'
L39	S36°26'41"E	365.54'
L40	S03°08'07"E	226.51'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	N66°20'55"E	558.81'
L42	N26°19'21"W	62.37'
L43	N90°00'00"W	1544.48'
L44	N26°19'21"W	907.87'
L45	N38°50'11"W	613.74'
L46	S69°29'52"W	431.45'
L47	N62°42'16"W	473.32'
L48	N84°21'06"W	530.40'
L49	N21°33'05"E	894.66'
L50	N25°28'06"W	938.98'
L51	S00°30'30"E	809.15'
L52	S00°31'45"E	1149.86'
L53	N76°59'29"W	327.33'
L54	S16°51'13"W	814.05'
L55	N64°49'23"W	165.03'
L56	S17°43'23"W	915.07'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHD. LENGTH	CHD. BEARING
C1	572.22	2040.00	016°04'17"	288.00	570.35	S53°08'32"W
C2	163.53	3786.83	002°28'27"	81.78	163.52	S29°46'57"E
C3	645.71	3786.83	009°46'11"	323.64	644.93	S41°34'47"E
C4	401.85	1382.69	016°39'07"	202.35	400.44	N89°03'10"W

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 4 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
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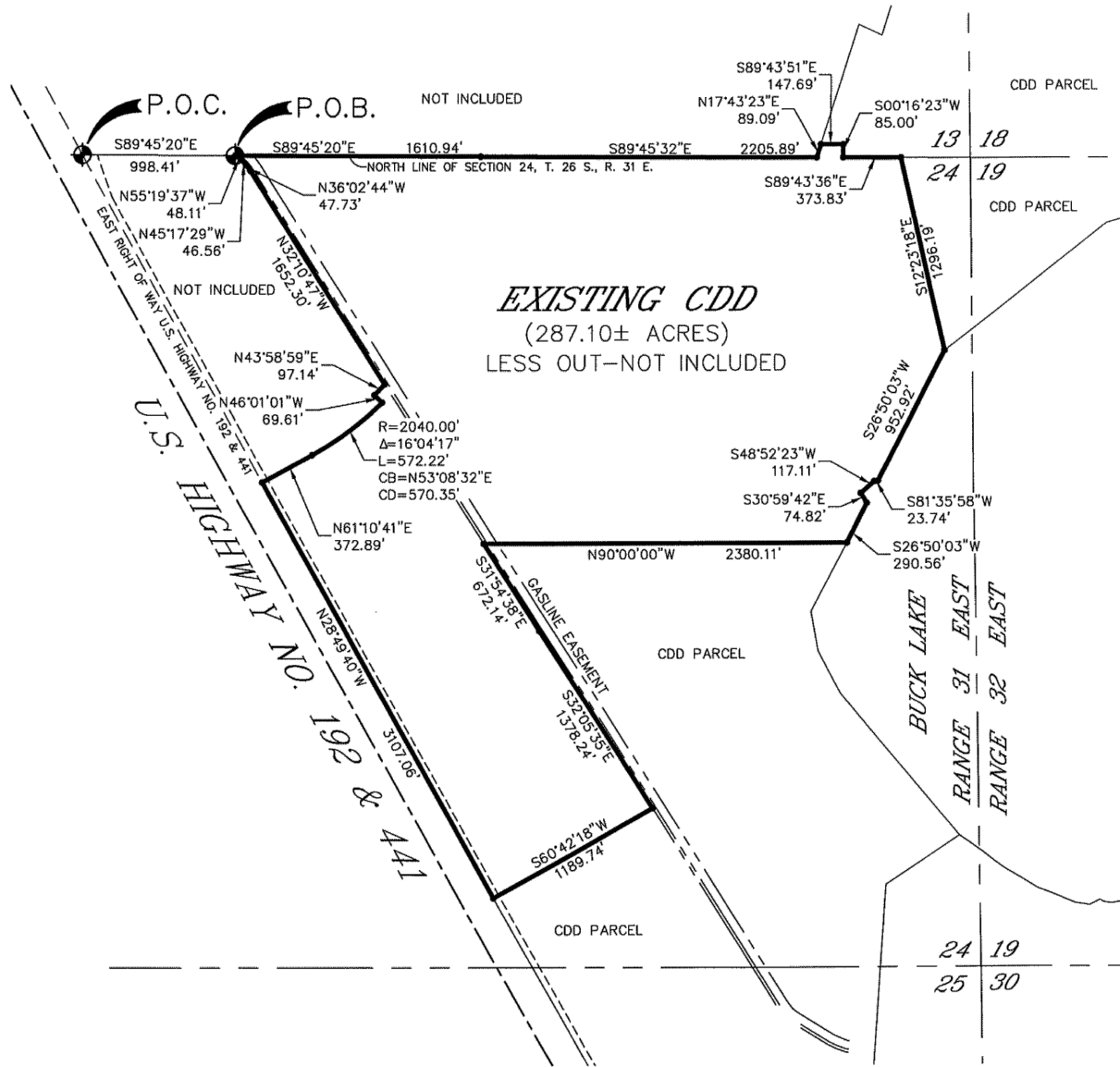
District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

**POULOS & BENNETT**

# SKETCH OF DESCRIPTION

## LESS OUT DETAIL



**EXISTING CDD**  
(287.10± ACRES)  
LESS OUT-NOT INCLUDED

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 5 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
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District Boundary Map and Legal Description  
**Harmony West Phase 2 CDD**

**POULOS & BENNETT**

Z:\2018\18-012 HARMONY WEST CDD\CAD\EXH & FIGS\CDD-PHASE 1 & 2\EXHIBIT 3 - BOUNDARY MAP



**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8D**

## RESOLUTION 2022-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Harmony West Community Development District (“**District**”) is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

**WHEREAS**, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the District’s overall capital improvement plan (“**Project**”) for all lands within the District (“**Assessment Area**”), as described in the *Revised Master Engineer’s Report for Capital Improvements*, dated April 21, 2022, which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments (“**Assessments**”) on the Assessment Area, using the methodology set forth in that *Revised Master Special Assessment Methodology Report*, dated April 21, 2022, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Records Office**”);

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT:**

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to make the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A. The total estimated cost of the Project is \$\_\_\_\_\_ (“**Estimated Cost**”).
- B. The Assessments will defray approximately \$\_\_\_\_\_, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than \$\_\_\_\_\_ per year, again as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a “master” lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on the Assessment Area, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed (i.e., Assessment Area), with certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of

benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

**NOTICE OF PUBLIC HEARINGS**

---

DATE:	
TIME:	
LOCATION:	

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Osceola County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Osceola County and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April, 2022.

ATTEST:

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** *Revised Master Engineer's Report for Capital Improvements, dated April 21, 2022*

**Exhibit B:** *Revised Master Special Assessment Methodology Report, dated April 21, 2022*

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8E**

## RESOLUTION NO. 2022-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$116,610,000 AGGREGATE PRINCIPAL AMOUNT OF HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, IN MULTIPLE SERIES, TO PAY ALL OR A PORTION OF THE COSTS OF THE PROJECT (HEREINAFTER DEFINED) PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS, THE PROJECT AND THE IMPOSITION, LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS FOR THE REPAYMENT OF SUCH BONDS; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, Harmony West Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act") and pursuant to Ordinance No. 2017-02, enacted by the Board of County Commissioners of Osceola County, Florida, on April 17, 2017; and

**WHEREAS**, the District has been created for the purpose of delivering certain community development improvements and facilities for the benefit of the lands within the District (the "Capital Improvement Program"); and

**WHEREAS**, the District has heretofore issued its \$8,710,000 aggregate principal amount of Harmony West Community Development District Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds") for the primary purpose of financing the costs of a portion of the Capital Improvement Program benefitting certain lands within the District, pursuant to a Master Trust Indenture dated as of July 1, 2018 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of July 1, 2018, each between the District and U.S. Bank National Association, as trustee (the "Trustee"); and

**WHEREAS**, Bonds to be issued by the District in an amount not to exceed \$42,700,000 were validated by judgment of the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Osceola County, Florida, on June 6, 2018, pursuant to Section 190.016(12), Florida Statutes (the "Prior Validation"); and

**WHEREAS**, the District believes it to be in the best interest of the District to issue Bonds to finance the costs of an additional portion of the Capital Improvement Program, as further described in Exhibit A hereto (the "Project"); and

**WHEREAS**, the District desires to authorize the issuance of not to exceed \$116,610,000 aggregate principal amount of its Harmony West Community

Development District Special Assessment Revenue Bonds, in multiple Series (the "Validated Bonds"), in order to pay all or a portion of the costs of the Project; and

**WHEREAS**, the issuance of the Validated Bonds will exceed the amount of Bonds authorized to be issued by the District pursuant to the Prior Validation; and

**WHEREAS**, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically pursuant to Sections 190.011(9), 190.011(14), 190.016(1), 190.016(2), 190.016(8), 190.016(13), 190.022 and 190.023 of the Act, to issue the Validated Bonds; and

**WHEREAS**, the validity of the District, the Master Trust Indenture and the Trustee were validated by the Prior Validation and are *res judicata* as to all matters decided therein; and

**WHEREAS**, the District desires to provide for the judicial validation of the Project, the Validated Bonds to finance the Project and the levy, collection and use of non-ad valorem Special Assessments to repay the Validated Bonds pursuant to Section 190.016(12), Florida Statutes;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Harmony West Community Development District, as follows:

**1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Master Indenture.

**2. Authorization of Validated Bonds.** The District hereby authorizes the issuance of not to exceed \$116,610,000 aggregate principal amount of the Validated Bonds to pay all or a portion of the costs of the Project.

**3. Certain Details of the Validated Bonds; Authorized Amount.** The Validated Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, Osceola County, Florida (the "County"), the State of Florida (the "State"), or any political subdivision thereof, but shall be payable solely from the Special Assessments levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Master Indenture, as shall be supplemented as provided therein by one or more supplemental indentures (each, a "Supplemental Indenture") for the Series of Bonds financing the Project, and neither the full faith and credit nor any taxing power of the District, the County, the State, nor any political subdivision thereof, is pledged to the payment of the principal of or interest on the Validated Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Validated Bonds. The Validated Bonds shall: (i) be issued in multiple Series in fully registered form in such principal denominations of \$5,000 or any integral multiple thereof; (ii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted



by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Validated Bonds; (iii) be payable in not more than the maximum number of annual installments of principal allowed by law (currently 30); and (iv) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof. The final maturity date or dates of each Series of the Validated Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary mandatory redemption provisions thereof shall be fixed by the Supplemental Indenture or by one or more resolutions of the District to be adopted prior to the delivery of such Series of the Validated Bonds. In other respects, the Validated Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Master Indenture. Prior to the issuance and delivery of each Series of the Validated Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, or any successor statutes thereto.

**4. Designation of Attesting Members.** The Secretary of the Board of Supervisors (the "Board") of the District, or in the case of his or her absence or unavailability, any Assistant Secretary of the Board, are each hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on the Validated Bonds and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Validated Bonds and in connection with the application of the proceeds thereof.

**5. Sale of Validated Bonds.** Pursuant to the provisions of Section 190.016(1), Florida Statutes, each Series of the Validated Bonds may be delivered in payment of all or a portion of the purchase price of the Project and may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than ninety percent (90%) of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

**6. Appointment of Trustee.** The District does hereby confirm and ratify the appointment of U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as Trustee under the Master Indenture and any Supplemental Indenture. The Trustee shall also serve as the Paying Agent, Registrar and authenticating agent thereunder.

7. **Bond Validation.** District Counsel and Bond Counsel to the District are hereby authorized and directed to file appropriate proceedings in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Osceola County, Florida, for validation and the proceedings incident thereto for the Validated Bonds and the Special Assessments to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairman or Vice Chairman is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's methodology consultant are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

8. **Authorization and Ratification of Prior and Subsequent Acts.** The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this Resolution, the Master Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

9. **Subsequent Resolution(s) Required.** Notwithstanding anything to the contrary contained herein, no Validated Bonds may be issued or delivered until the District adopts a subsequent resolution and a Supplemental Indenture or other supplemental indenture for each such Series of Bonds fixing the details of such Series of Bonds remaining to be specified, or delegating to the Chairman or Vice Chairman the authority to fix such details.

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

11. **Open Meetings.** It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

12. **Effective Date.** This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**PASSED** in Public Session of the Board of Supervisors of Harmony West Community Development District, this 21<sup>st</sup> day of April, 2022.

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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

\_\_\_\_\_  
Chairman/Vice-Chairman,  
Board of Supervisors

## EXHIBIT A

### DESCRIPTION OF PROJECT

**Harmony West CDD**  
**Estimate of Probable Capital Improvement Costs**  
**April 21, 2022**

Facility	Estimated Costs		
	Phase 1	Phase 2	Total
Undergrounding of Electrical Facilities	\$650,000	\$2,302,000	\$2,952,000
Roadways (Pavement and Drainage System)	\$5,795,337	\$16,616,220	\$22,411,557
Stormwater Ponds (Pond Excavation, Dewatering, Sod & Outfall Structures)	\$4,750,125	\$7,022,126	\$11,772,251
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$3,000,681	\$5,189,100	\$8,189,781
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$4,443,479	\$10,003,500	\$14,446,979
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$1,238,641	\$3,628,100	\$4,866,741
Parks, Landscape and Hardscape	\$6,575,918	\$8,000,000	\$14,575,918
<b>Subtotal</b>	<b>\$26,454,181</b>	<b>\$52,761,046</b>	<b>\$79,215,227</b>
Professional Fees (15%)	\$2,645,418	\$5,276,105	\$7,921,523
<b>Total</b>	<b>\$29,099,599</b>	<b>\$58,037,151</b>	<b>\$87,136,750</b>

Notes:

- 1) All costs and expenses for roadways (or portions of roadways) involving the grant of mobility credits by Osceola County shall be paid for by the Developer and are not included in this cost opinion. In no instance shall construction of a roadway (or portion of roadway) be funded by the CDD if mobility credits are to be granted to the Developer by the County.
- 2) A 15% contingency has been included within the costs.

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8F**

**RESOLUTION 2022-12**

**[UNIFORM METHOD SETTING RESOLUTION – 2018 EXPANSION PARCEL]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT’S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Harmony West Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District (“**Board**”) to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; and

**WHEREAS**, effective October 17, 2018, the boundaries of the District were amended by Ordinance #2018-55 of the Board of County Commissioners of Osceola County, Florida, to include approximately 1,006.25 additional acres of land within the boundaries of the District (“**Expansion Parcel**”), and for a total of 1,293.35 acres of land within the District; and

**WHEREAS**, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* (“**Uniform Method**”) on lands located within the Expansion Parcel.

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

**1. PUBLIC HEARING.** A Public Hearing will be held on the District’s intent to adopt the Uniform Method for those lands located within the Expansion Parcel on \_\_\_\_\_, 2022, at \_\_\_\_\_ .m., at \_\_\_\_\_.

**2. PUBLICATION.** The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

**3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 21st day of April 2022.

ATTEST:

**HARMONY WEST COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9B**



## BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, 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 c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**JTD Land at Harmony LLC**, a Florida limited liability company, the primary developer of the Boundary Amendment Parcel, and whose address is 210 Hangar Road, Kissimmee, Florida 34741 ("**Landowner**").

### RECITALS

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") and by Ordinance No. 2017-02, as amended by Ordinance No. 2018-55, each adopted by the Board of County Commissioners for Osceola County, Florida, and for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District presently consists of approximately 1,293.35 acres of land; and

**WHEREAS**, the District desires to amend its boundaries ("**Boundary Amendment**") to add the lands ("**Boundary Amendment Parcel**") described in **Exhibit A** to the District's boundaries; and

**WHEREAS**, in consideration for the District authorizing the Boundary Amendment, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, and within ten (10) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

3. **DEFAULT.** 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 actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party 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' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. **AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **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 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 in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, 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 to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; 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 to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided ten (10) calendar day's period to cure said breach.

13. **PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. **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 doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**JTD LAND AT HARMONY LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**BOUNDARY AMENDMENT PARCEL**  
**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500) AND THE NORTHERLY RIGHT OF WAY LINE OF BOTANIC BOULEVARD, ACCORDING TO PLAT BOOK 27, PAGES 116-120 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN N61°10'41"E ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N28°49'40"W, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 670.00 FEET; THENCE RUN S61°10'20"W, A DISTANCE OF 210.50 FEET; THENCE RUN N28°49'19"W, A DISTANCE OF 204.52 FEET; THENCE RUN N16°10'41"E, A DISTANCE OF 28.99 FEET; THENCE RUN N61°10'20"E, A DISTANCE OF 189.98 FEET; THENCE RUN N28°49'40"W, A DISTANCE OF 324.24 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 05°40'04"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 14.84 FEET (CHORD BEARING = S64°00'43"W, CHORD = 14.83 FEET); THENCE RUN S61°10'41"W, A DISTANCE OF 285.19 FEET TO A POINT ON AFORESAID EASTERLY RIGHT OF WAY LINE; THENCE RUN N28°49'40"W ALONG SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET; THENCE RUN N61°10'41"E DEPARTING SAID EASTERN RIGHT OF WAY LINE, A DISTANCE OF 232.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 26°28'36"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 115.53 FEET (CHORD BEARING = N74°24'59"E, CHORD = 114.50 FEET); THENCE RUN N00°02'46"E, A DISTANCE OF 109.59 FEET; THENCE RUN S89°57'14"E, A DISTANCE OF 73.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 31°27'34"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.17 FEET (CHORD BEARING = N74°19'00"E, CHORD = 189.77 FEET) TO THE POINT OF TANGENCY; THENCE RUN N58°35'13"E, A DISTANCE OF 297.98 FEET TO A POINT ON THE WESTERLY LINE OF TRACT OS-1 OF THE VILLAGES AT HARMONY PHASE 1B, AS RECORDED IN PLAT BOOK 29, PAGES 104-112 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S32°10'46"E ALONG SAID WESTERN LINE, A DISTANCE OF 1,203.30 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,661.08 FEET AND A CENTRAL ANGLE OF 00°11'58"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.27 FEET (CHORD BEARING = S42°58'40"W, CHORD = 9.27 FEET) TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5685, PAGES 110-112 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN

THENCE THE FOLLOWING THREE COURSES ALONG SAID DESCRIBED LANDS:  
RUN N45°45'29"W, A DISTANCE OF 80.02 FEET; THENCE RUN S44°14'37"W, A  
DISTANCE OF 80.00 FEET; THENCE RUN S45°45'29"E, A DISTANCE OF 80.02  
FEET TO AFORESAID NORTHERLY RIGHT OF WAY LINE OF BOTANIC  
BOULEVARD, BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE  
NORTHWEST, HAVING A RADIUS OF 2,040.00 FEET AND A CENTRAL ANGLE OF  
15°48'39"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A  
DISTANCE OF 562.94 FEET (CHORD BEARING = S53°16'21"W, CHORD = 561.16  
FEET) TO THE POINT OF TANGENCY; THENCE RUN S61°10'41"W ALONG SAID  
NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 72.89 FEET TO THE POINT  
OF BEGINNING.

CONTAINING 21.41 ACRES, MORE OR LESS.

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9C**

## RESOLUTION 2022-13

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Harmony West Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and Osceola County Ordinance No. 2017-02, as amended by Osceola County Ordinance No. 2018-55 (together, "**Ordinance**"); and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District presently consists of approximately 1,293.35 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

**WHEREAS**, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

**WHEREAS**, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS**, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and



**WHEREAS**, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“**Board**”); and

**WHEREAS**, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

**WHEREAS**, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

**1. RECITALS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**2. AUTHORIZATION FOR BOUNDARY AMENDMENT.** Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with Osceola County, Florida, as necessary to seek the amendment of the District’s boundaries and to add those lands depicted in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

**3. AUTHORIZATION FOR AGENT.** The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to Osceola County, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

**4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April, 2022.

ATTEST:

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:**     Legal Description of Boundary Amendment Parcel

**Exhibit A:**

**Legal Description of Boundary Amendment Parcel**

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2022**

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 348,224	\$ -	\$ -	\$ 348,224
Investments				
Revenue	-	508,786	-	508,786
Reserve	-	430,094	-	430,094
Construction	-	-	7	7
Undeposited funds	34,412	-	-	34,412
Due from general fund	-	27,447	-	27,447
Due from Forestar Real Estate G	61,482	-	-	61,482
Due from Harmony CDD	1,420	-	-	1,420
Utility deposit	8,535	-	-	8,535
Total assets	<u>\$ 454,073</u>	<u>\$ 966,327</u>	<u>\$ 7</u>	<u>\$ 1,420,407</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Due to debt service fund	\$ 27,447	\$ -	\$ -	\$ 27,447
Landowner advance	3,300	-	-	3,300
Total liabilities	<u>30,747</u>	<u>-</u>	<u>-</u>	<u>30,747</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	62,902	-	-	62,902
Total deferred inflows of resources	<u>62,902</u>	<u>-</u>	<u>-</u>	<u>62,902</u>
Fund balances:				
Restricted				
Debt service	-	966,327	-	966,327
Capital projects	-	-	7	7
Committed				
Playground	4,500	-	-	4,500
Sign and wall	3,000	-	-	3,000
3 months working capital	105,482	-	-	105,482
Unassigned	247,442	-	-	247,442
Total fund balances	<u>360,424</u>	<u>966,327</u>	<u>7</u>	<u>1,326,758</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 454,073</u>	<u>\$ 966,327</u>	<u>\$ 7</u>	<u>\$ 1,420,407</u>

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 11,381	\$ 311,664	\$ 319,474	98%
Assessment levy: off-roll	-	-	122,963	0%
Developer contribution	-	-	1,765	0%
Lot closings	53,154	53,154	-	N/A
Buck Lake mgmt & consulting cost-share	-	-	2,175	0%
Buck Lake maintenance cost-share	1,420	1,420	7,200	20%
Total revenues	<u>65,955</u>	<u>366,238</u>	<u>453,577</u>	81%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	20,000	48,000	42%
Legal - general counsel	-	2,590	15,000	17%
Engineering	-	-	10,000	0%
Audit	-	-	6,150	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	417	1,000	42%
Trustee	-	-	5,250	0%
Telephone	17	83	200	42%
Postage	10	47	500	9%
Printing & binding	42	208	500	42%
Legal advertising	-	2,514	1,200	210%
Annual district filing fee	-	175	175	100%
Insurance	-	6,419	6,785	95%
Contingencies	-	1,027	750	137%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,152</u>	<u>33,480</u>	<u>97,175</u>	34%

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>Field operations and maintenance</b>				
Field operations manager	300	1,200	5,000	24%
Field operations accounting	146	729	1,750	42%
Landscaping contract labor	15,605	62,418	187,255	33%
Insurance: property	-	4,657	4,811	97%
Porter services - dog park	-	-	4,920	0%
Playground ADA mulch	-	-	2,500	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	1,104	1,458	5,000	29%
Plants, shrubs & mulch	12,600	12,600	16,800	75%
Annuals	5,616	11,232	25,000	45%
Tree trimming	-	-	2,000	0%
Signage	-	425	1,000	43%
General maintenance	180	1,130	4,000	28%
Fence / wall repair	-	-	1,500	0%
Aquatic control - waterway	279	1,100	12,672	9%
Wetland monitoring & maintenance	-	2,000	6,000	33%
Buck lake mgmt & consulting cost-share	-	-	2,900	0%
Buck lake maintenance cost-share	-	135	14,400	1%
Electric:				
Irrigation	1,654	6,608	2,500	264%
Street lights	1,310	5,312	28,000	19%
Entrance signs	-	-	1,500	0%
Water irrigation	314	3,260	20,000	16%
Total field operations and maintenance	<u>39,108</u>	<u>114,264</u>	<u>349,658</u>	33%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	83	0%
Tax collector	227	6,398	6,656	96%
Total other fees & charges	<u>227</u>	<u>6,398</u>	<u>6,739</u>	95%
Total expenditures	<u>43,487</u>	<u>154,142</u>	<u>453,572</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	22,468	212,096	5	
Fund balances - beginning	337,956	148,328	119,321	
Fund balances - ending				
Playground	4,500	4,500	4,500	
Sign and wall	3,000	3,000	3,000	
3 months working capital	105,482	105,482	105,482	
Unassigned	247,442	247,442	6,344	
Fund balances - ending	<u>\$ 360,424</u>	<u>\$ 360,424</u>	<u>\$ 119,326</u>	



**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 16,156	\$ 442,422	\$ 453,540	98%
Assessment levy: off-roll	-	-	90,574	0%
Lot closings	71,362	71,362	-	N/A
Interest	3	16	-	N/A
Total revenues	<u>87,521</u>	<u>513,800</u>	<u>544,114</u>	94%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	130,000	0%
Interest	-	200,577	401,154	50%
Total debt service	<u>-</u>	<u>200,577</u>	<u>531,154</u>	38%
<b>Other fees &amp; charges</b>				
Tax collector	323	8,847	9,449	94%
Total other fees and charges	<u>323</u>	<u>8,847</u>	<u>9,449</u>	94%
Total expenditures	<u>323</u>	<u>209,424</u>	<u>540,603</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	87,198	304,376	3,511	
Fund balances - beginning	879,129	661,951	660,770	
Fund balances - ending	<u>\$ 966,327</u>	<u>\$ 966,327</u>	<u>\$ 664,281</u>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2018  
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year To Date
<b>REVENUES</b>	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	7	7
Fund balances - ending	\$ 7	\$ 7

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**11**

**DRAFT**

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

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The Board of Supervisors of the Harmony West Community Development District held a Regular Meeting on January 20, 2022 at 1:30 p.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**Present were:**

Chris Tyree	Chair
Alex Madison	Vice Chair
Robin Bronson	Assistant Secretary
Roger Van Auker	Assistant Secretary

**Also present were:**

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Jere Earlywine	District Counsel
Mark Hills	Field Operations Manager
William (Bill) Fife	Forestar
John Wiggins	Forestar

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 1:32 p.m. Supervisors Tyree, Bronson, Van Auker and Madison were present. Supervisor Potter was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignations**

- A. Alex Madison, Seat 3, Term Expires November 2024**
- B. Courtney Potter, Seat 4, Term Expires November 2022**

39 Mr. Rom presented resignation letters from Mr. Madison and Ms. Potter.

40

41 **On MOTION by Ms. Bronson and seconded by Mr. Tyree, with all in favor, the**  
42 **resignations of Mr. Madison and Ms. Potter, were accepted.**

43

44

45 **FOURTH ORDER OF BUSINESS**

**Consider Appointments to Fill Unexpired  
Terms of Seat 3 and Seat 4**

46

47

48 Mr. Tyree nominated Mr. William (Bill) Fife to fill Seat 3.

49 No other nominations were made.

50

51 **On MOTION by Ms. Bronson and seconded by Mr. Tyree, with all in favor, the**  
52 **appointment of Mr. Bill Fife to Seat 3, term expires November 2024, was**  
53 **approved.**

54

55

56 Mr. Tyree nominated Mr. John Wiggins to fill Seat 4.

57 No other nominations were made.

58

59 **On MOTION by Mr. Tyree and seconded by Ms. Bronson, with all in favor, the**  
60 **appointment of Mr. John Wiggins to Seat 4, term expires November 2022, was**  
61 **approved.**

62

63

- 64 • **Administration of Oath of Office to Newly Appointed Supervisors, (*the following to be***  
65 ***provided in a separate package*)**

66 Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of  
67 Office to Mr. Fife and Mr. Wiggins. The following items were provided and explained by Ms.  
68 Cerbone prior to the meeting:

- 69 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**  
70 **Employees**
- 71 **B. Membership, Obligations and Responsibilities**
- 72 **C. Financial Disclosure Forms**

- 73 I. Form 1: Statement of Financial Interests
- 74 II. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 75 III. Form 1F: Final Statement of Financial Interests
- 76 D. Form 8B – Memorandum of Voting Conflict

77

78 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2022-01,**  
 79 **Designating Certain Officers of the District,**  
 80 **and Providing for an Effective Date and**  
 81 **Providing for an Effective Date**  
 82

83 Mr. Rom presented Resolution 2022-01.

84 Mr. Tyree nominated the following slate of officers:

85	Chris Tyree	Chair
86	William (Bill) Fife	Vice Chair
87	Craig Wrathell	Secretary
88	Robin Bronson	Assistant Secretary
89	Roger Van Auker	Assistant Secretary
90	John Wiggins	Assistant Secretary
91	Cindy Cerbone	Assistant Secretary
92	Daniel Rom	Assistant Secretary

93 No other nominations were made.

94

95 **On MOTION by Mr. Tyree and seconded by Ms. Bronson, with all in favor,**  
 96 **Resolution 2022-01, Designating Certain Officers of the District, as nominated,**  
 97 **and Providing for an Effective Date and Providing for an Effective Date, was**  
 98 **adopted.**

99

100

101 Prior appointments by the Board for Treasurer and Assistant Treasurer remain  
 102 unaffected by this Resolution.

103

104 **SIXTH ORDER OF BUSINESS** **Buck Lake Related Items**

105

106 **A. Approval of October 21, 2021 Buck Lake Committee Meeting Minutes**

107 Mr. Rom stated this item would be deferred to the next meeting so that the Buck Lake  
108 Committee can review the redline version of the minutes.

109 Mr. Rom stated that, at the October 21, 2021 meeting, the Buck Lake Committee  
110 Members agreed to the following items:

111 **B. Approval of Buck Lake Management Plan**

112 **C. Approval of Policies for Use of Buck Lake**

113

114 **On MOTION by Mr. Tyree and seconded by Ms. Bronson, with all in favor, the**  
115 **Buck Lake Management Plan and the Policies for Use of Buck Lake, as**  
116 **presented, were approved.**

117

118

119 **SEVENTH ORDER OF BUSINESS**

**Update: Bio-Tech Consulting Inc., 4th  
Annual Mitigation Monitoring Report  
(2021)**

120

121

122

123 Mr. Rom presented the 2021 Bio-Tech Consulting Inc., 4th Annual Mitigation Monitoring  
124 Report Methodology and Report, which found that the wetland preservation areas are well  
125 established forested systems. The systems are comprised of the appropriate vegetative species  
126 and are showing signs of normal health and growth. Recruitment of desirable species is  
127 occurring. The effects from the most recent maintenance event are evident in some areas. He  
128 stated the next monitoring events are scheduled to occur in January and July, 2022.

129 Ms. Cerbone stated some Board Members received a duplicate \$1,600 invoice issued to  
130 the previous Developer and asked that it be disregarded.

131

132 **EIGHTH ORDER OF BUSINESS**

**Ratification of Poulos & Bennett, LLC,  
Agreement for Engineering Services**

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135 Mr. Rom presented the Poulos & Bennett, LLC, Agreement for Engineering Services for  
136 ratification.

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**On MOTION by Ms. Bronson and seconded by Mr. Tyree, with all in favor, the Poulos & Bennett, LLC, Agreement for Engineering Services, was ratified.**

**NINTH ORDER OF BUSINESS**

**Update: Stormwater Management Needs Analysis Reporting Requirements**

• **Stormwater Cost Proposal [Poulos & Bennett, LLC]**

Mr. Rom presented the KE Law Group Memorandum explaining the stormwater reporting requirements and a cost proposal from Poulos & Bennett, LLC. Ms. Cerbone stated the Report is due by June 30, 2022 and then every five years thereafter. She stated all CDDs are in the same situation regarding how to fund this expense, as the legislation was signed on June 30, 2021, after the proposed Fiscal Year 2022 budget was approved.

**On MOTION by Mr. Tyree and seconded by Ms. Bronson, with all in favor, the Poulos & Bennett, LLC, proposal for preparation of the 20 Year Stormwater Needs Analysis Report, in the amount of \$15,000, was approved.**

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-02, Making Certain Findings; Waiving a Portion of Rule 1.3(1), Rules of Procedure; Providing For Reasonable Notice of Board Meetings; Providing a Severability Clause; and Providing an Effective Date**

Mr. Rom presented Resolution 2022-02, which waives the CDD's existing Rule that requires advertisement of every public meeting seven days in advance of the meeting date.

Mr. Earlywine stated this Resolution would allow for cost savings, since it provides flexibility as to advertising of meetings.

**On MOTION by Ms. Bronson and seconded by Mr. Van Auker, with all in favor, Resolution 2022-02, Making Certain Findings; Waiving a Portion of Rule 1.3(1), Rules of Procedure; Providing For Reasonable Notice of Board Meetings; Providing a Severability Clause; and Providing an Effective Date, was adopted.**



175 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-03, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date**

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181 Mr. Earlywine presented Resolution 2022-03. This Resolution is related to prompt  
182 payment to contractors. The CDD’s existing policies were updated to comply with the new  
183 Statutory requirements.

184

**On MOTION by Mr. Tyree and seconded by Mr. Wiggins, with all in favor, Resolution 2022-03, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

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191 **TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-04, Amending the General Fund Portion of the Budget for Fiscal Year 2021; and Providing for an Effective Date**

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196 Mr. Rom presented Resolution 2022-04. He discussed the need to amend the Fiscal  
197 Year 2021 budget because total expenditures exceeded the General Fund portion of the  
198 budget.

199

**On MOTION by Mr. Tyree and seconded by Mr. Fife, with all in favor, Resolution 2022-04, Amending the General Fund Portion of the Budget for Fiscal Year 2021; and Providing for an Effective Date, was adopted.**

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205 **THIRTEENTH ORDER OF BUSINESS**

**Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021, Prepared by Berger, Toombs, Elam, Gaines & Frank**

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210 Mr. Rom presented the Audited Annual Financial Report for the Fiscal Year Ended  
211 September 30, 2021. There were no findings, irregularities or instances of noncompliance; it

212 was an unmodified opinion, otherwise known as a clean audit. He stated the version in the  
213 agenda was labeled as a draft, pending receipt of notice of approval of the amended budget.

214

215 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2022-05,**  
216 **Hereby Accepting the Audited Annual**  
217 **Financial Report for the Fiscal Year Ended**  
218 **September 30, 2021**

219

220 Mr. Rom presented Resolution 2022-05.

221

**On MOTION by Mr. Van Auker and seconded by Mr. Tyree, with all in favor,  
Resolution 2022-05, Hereby Accepting the Audited Annual Financial Report for  
the Fiscal Year Ended September 30, 2021, was adopted.**

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227 **FIFTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
228 **Statements as of November 30, 2021**

229

230 Mr. Rom presented the Unaudited Financial Statements as of November 30, 2021. He  
231 noted that the “Electric: Irrigation” line item was at 66%.

232 Mr. Hills advised that the overage was due to the irrigation installed along the main  
233 boulevard and stated, when the budget was prepared, it was not known that this work would  
234 be required. Mr. Tyree stated the expense percentage would increase as the second part of the  
235 project proceeds. Mr. Rom stated this would be addressed during the Fiscal Year 2023 budget  
236 deliberations.

237

**On MOTION by Ms. Bronson and seconded by Mr. Wiggins, with all in favor,  
the Unaudited Financial Statements as of November 30, 2021, were accepted.**

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242 **SIXTEENTH ORDER OF BUSINESS** **Approval of October 21, 2021 Regular**  
243 **Meeting Minutes**

244

245 Mr. Rom presented the October 21, 2021 Regular Meeting Minutes.

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247 **On MOTION by Mr. Van Auker and seconded by Mr. Tyree, with all in favor, the**  
 248 **October 21, 2021 Regular Meeting Minutes, as presented, were approved.**

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**SEVENTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: *KE Law Group, PLLC***

There was no report.

**B. District Engineer: *Poulos & Bennett, LLC***

There was no report.

**C. Field Operations Manager: *Association Solutions of Central Florida Inc.***

Mr. Hills provided the following updates:

- A meeting was held to address issues with landscape maintenance and most concerns were addressed. Mulch should have been installed this week but the shipment was delayed so it would be installed next week.

- “No Golf Cart” signs were installed at the entrance to the trail in response to issues with people driving golf carts on CDD land.

Mr. Tyree stated he would call Florida Gas because people are not permitted in the area. Mr. Hills stated that would be helpful; he advised three people driving golf carts that golf carts are not permitted. Harmony residents have also been utilizing the trail and Ms. Carol Castle, of the Trail Committee, promised to inform Harmony residents accordingly.

**D. District Manager: *Wrathell, Hunt and Associates, LLC***

- **NEXT MEETING DATE: February 17, 2022 at 1:30 P.M.**

- **QUORUM CHECK**

The next meeting will be held on February 17, 2022, unless cancelled.

Ms. Carbone stated it would be helpful for one Board Member to work with Staff on Buck Lake issues in advance of the upcoming budgetary discussions. Mr. Tyree volunteered.

**EIGHTEENTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

279 **NINETEENTH ORDER OF BUSINESS** **Public Comments**

280

281 There were no public comments.

282

283 **TWENTIETH ORDER OF BUSINESS** **Adjournment**

284

285 There being nothing further to discuss, the meeting adjourned.

286

287 **On MOTION by Mr. Tyree and seconded by Mr. Wiggins with all in favor, the**  
288 **meeting adjourned at 1:55 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12DI**



MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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April 19, 2022

Ms. Daphne Gillyard  
Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road  
Suite 410W  
Boca Raton, FL 33431

RE: Harmony West Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter of April 9, 2022, requesting confirmation of the number of registered voters within the Harmony West Community Development District as of April 15, 2022.

The number of registered voters within the Harmony West CDD is 373 as of April 15, 2022.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington  
Supervisor of Elections

Vote  
Osceola

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12DII**



## HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

#### LOCATION

*Johnston's Surveying, Inc., 900 Cross Prairie Parkway Kissimmee, Florida 34744*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<b>October 21, 2021</b>	<b>Buck Lake Committee Meeting</b>	<b>10:30 AM</b>
<b>October 21, 2021</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>November 18, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>December 16, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>January 20, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>February 17, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>March 17, 2022</b>	<b>Buck Lake Committee Meeting</b>	<b>10:30 AM</b>
<b>March 17, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>April 21, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>May 19, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>June 16, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>July 21, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>
<b>August 18, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:30 PM</b>
<b>September 15, 2022</b>	<b>Regular Meeting</b>	<b>1:30 PM</b>