

HARMONY WEST

COMMUNITY DEVELOPMENT

DISTRICT

April 20, 2023

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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 13, 2023

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

Board of Supervisors
Harmony West Community Development District

Dear Board Members:

The Board of Supervisors of the Harmony West Community Development District will hold a Regular Meeting on April 20, 2023 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion: Private Docks in Canal
4. Consideration: Canal Dock Approval Process/Forms of Documents
 - A. Master Dock Easement Agreement
 - B. Assignment of Dock Rights
 - C. Application
 - D. Policies/Dock Agreement
5. Consideration/Discussion: License Agreement for Access (Pool Construction)
6. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
7. Discussion/Consideration: Buck Lake Related Items
 - A. March 17, 2022 Buck Lake Committee Meeting Minutes
 - B. Bio-Tech Consulting Inc., Proposal No. 23-093 for Environmental Services
 - C. Cost Details
8. Consideration of Bio-Tech Consulting, Inc., Third Addendum to Pond Maintenance Agreement

9. Consideration of Resolution 2023-07, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date
10. Consideration of Fiscal Year 2022/2023 Deficit Funding Agreement
11. Consideration of Resolution 2023-08, Ratifying, Confirming, and Approving the Sale of the Harmony West Community Development District Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Harmony West Community Development District Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
12. Ratification: Florida ULS Operating, LLC, DBA United Land Services, Proposals
 - A. Repair of Reclaimed Water Mainline Issue at Botanic Blvd/Crispin Cir
 - B. #26963 April Annuals Rotation
 - C. Contract Addendum [Walking Trails Clean Up]
13. Discussion: Fiscal Year 2024 Field Operations Budget
14. Acceptance of Unaudited Financial Statements as of February 28, 2023
15. Approval of January 19, 2023 Regular Meeting Minutes
16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. Field Operations Manager: *Association Solutions of Central Florida, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 18, 2023 at 10:30 AM

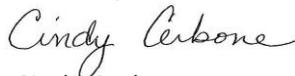
○ QUORUM CHECK

SEAT 1	ROBYN BRONSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOHN WIGGINS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROGER VAN AUKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

17. Board Members' Comments/Requests
18. Public Comment
19. 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

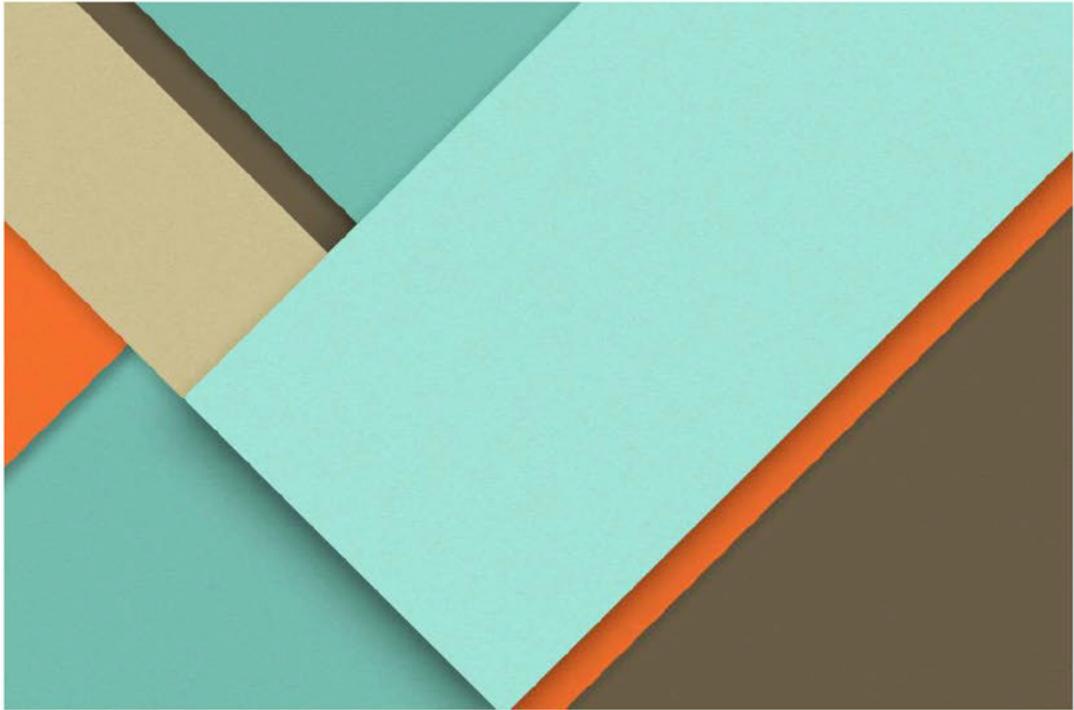
FOR BOARD MEMBERS & STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 528 064 2804

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

3



Harmony West/Myers Dock Proposal

04.06.2023

Kathy Myers

Harmony West / Sandhill Community

2940 Hooded Crane Cove

St Cloud, FL 34773

Overview

As the homeowner at 2940 Hooded Crane Cove, I am respectfully requesting the Harmony West CDD's consideration to construct a small wooden dock (16' x 10') extending over the canal adjacent to my rear property line so that I might safely enter and exit the waterways to kayak, boat, fish and otherwise enjoy the beautiful surroundings of my home in Harmony West.

Goals

1. Describe in a linear timeline, the steps I've pursued for Federal and State approval to build the requested dock for presentation hereto the CDD Board.
2. Go over in detail exactly what the requested dock would look like, how it would be constructed and the timeline I would expect to follow if approved. (see form 4345 in appendix 4)
3. Answer any questions the CDD board may have regarding this proposal.

Specifications

The details of this request can be find in this document to include:

- drawings of the proposed dock, materials to be used. (Appendix 4(a), 4(b), & 4(c))
- Self-Certification documentation from the Florida Department of Environmental Protection (FDEP) (Appendix 1)
- ENG Form 4345 submitted to the U.S. Army Corp of Engineers (Appendix 4)
- Plat and Google Earth photos for location reference (appendix 7(a) & 7(b))
- photo of a dock similar in nature to what is being requested (appendix 4(f))

Milestones

I. 2/27/23

Received an overnight FedEx letter from Kutakrock, Harmony CDD legal counsel..

I reached out to Daniel Rom to acknowledge receipt of the letter, and state my compliance with the instructions to remove what had been done thus far in the way

of construction of a 'dock' into the canal. At this point, I expressed to Daniel my desire to take whatever necessary steps to gain an approval from the CDD Board to construct a dock, and he advised me to begin with the FDEP.

II. 3/9/2023

Began by going online to the FDEP site whereby I was instructed that permitting for a job of my scale and parameters fell under their on-line self-certification process. Received from the FDEP my Self-Certification File No **0432514001EE** (Appendix 1) stating that I qualified for a regulator exemption under Section 403.813(1)(b) of the Florida Statutes and Chapter 62-330, Florida Administrative Code. As such, (et al) I was exempt from the need to obtain a DEP Environmental Resource Permit. FDEP Terms and Conditions for Self Certification (Appendix 2)

This same correspondence however, stated that I needed to apply for federal authorization, ***unless the project was disqualified due to being in State-Assumed Waters.***

Still on 3/9/2023, I began correspondence with the Army Corp of Engineers (Jacksonville office), Luigi Federici, Regulatory Program Assistant. He sent me the FORM 4345, instructions for completion of said form, copies of previous submissions and requests to use as templates and via phone call, explained the timeline and process with which I would experience during the application process. (Appendix 3)

III. 3/14/2023

Submitted a completed application, with all supporting documents, drawings, sample photo of like-dock, etc to the US Corp of Engineers requesting approval to build a 16' x 10' dock with boat tilt. (Appendix 4)

IV. 3/16/2023

Received notification from the US Corp of Engineers:

"On December 22, 2020, a portion of the Corps' regulatory responsibilities was assumed by the Florida Department of Environmental Protection (FDEP). The project site listed

in your application to the USACE is within the assumed area by the FLDEP. Unless otherwise notified, a separate authorization from the Corps is not required" (Appendix 5)

V. 3/20/2023

At the direction of the US Corp of Engineers, I went back to FDEP once more to ensure there were no other requirements after obtaining the Self Certification (referenced above). I spoke with Allen Boomer, Operations Analyst, FDEP, (phone #407-897-2937) (Appendix 6), at which time he asked if there were any manatee inhabiting the waterways in question where the dock would be constructed. I informed him that there were not, and he stated that without manatee at risk, the Florida Fish and Wildlife would **NOT** have to be involved and that the Self Certification was, in fact, the only approval required from FDEP.

VI. 3/21/2023

Reached out to Daniel Rom to ask if I could be heard by the Harmony CDD Board in the matter of requesting permission to build a 16' x 10' dock with boat tilt having satisfied the Federal, State and local requirements. Please note, I have not approached the Harmony West HOA at any time, as I believe this not to fall under their jurisdiction.

3/21/2023

Was invited to appear at the next Board meeting, 4/20/2023, 10:30am. I look forward to having the opportunity to discuss what this dock would mean to me and hopefully answer any questions you may have in the process of reviewing my request.

FDEP ERP Self-Certification Receipt

5 messages

no-reply@dep.state.fl.us <no-reply@dep.state.fl.us>

Thu, Mar 9, 2023

To: KATHLEEN.MYERS.15@gmail.com

Cc: ERP.SELFCERTS@dep.state.fl.us, SPGP@usace.army.mil, DEP_CD@dep.state.fl.us, NMFS.SER.PROGRAMMATICREVIEW@noaa.gov, CORPSJAXREG@usace.army.mil

**FLORIDA DEPARTMENT OF
Environmental Protection**

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Jeal**Shav**

Receipt for Submission**SELF-CERTIFICATION FOR A PROJECT AT A
PRIVATE, RESIDENTIAL SINGLE-FAMILY DOCK****03/09/2023**Self-Certification File No.: **0432514001EE**File Name: **2940 Hooded Crane Cv Harmony, FL 34773 - Self Cert Exempt Dock (General)**

Dear **Kathy Myers**: On **03/09/2023** you used the Florida Department of Environmental Protection's electronic Certification Process to certify compliance with the terms and conditions of the Single-Family Dock ERP Certification Process for a project at private, single-family residence located at:

LAT - Degrees: **28** Minutes: **12** Seconds: **43.539**LONG - Degrees: **-81** Minutes: **9** Seconds: **47.5114**SITE ADDRESS: **2940 Hooded Crane Cv Harmony, FL 34773**COUNTY: **Osceola**

For:

Kathy Myers

2940 Hooded Crane Cv Saint Cloud, FL 34773

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will be considered to be in compliance with the following conditions:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Section 330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Erosion Control Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-20, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process and applies only to the project proposed, and only if the project is constructed, operated, and maintained in conformance with the conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications to the project plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign [here](#).

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

Your project does not qualify for Federal Authorization under the State Programmatic General Permit. In the Self-Certification process, you need to apply for federal authorization, unless your project was disqualified in State-Assumed Waters. However, some projects in state-assumed waters may still need federal Section 404 authorization. Please contact the U.S. Army Corps of Engineers at <https://www.saj.usace.army.mil/Missions/Regulatory.aspx> for further information about how to receive authorization in order to proceed with your project.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any questions or issues with the attached documents, please contact your local Department Central District
DEP_CD@dep.state.fl.us

Sincerely,
Florida Department of Environmental Protection

Attachments:
FDEP Terms and Conditions



2 attachments

 **a98ab783ec5ba47fb899cd45c5d2b9.pdf**
50K

 **noname**
50K

Kathy Myers <kathleen.myers.15@gmail.com>
To: Corpsjaxreg-nc@usace.army.mil

Thu, Mar 9, 2023 at 4:07 PM

Good Afternoon,

I am attempting to locate the responsible party that I can now contact to apply for a Private (Personal Use) Single Family Dock at my home after the Self-Certification process on the FDEP site (see below email) indicated that I was not eligible to self certify.

Can you possibly help to connect me with the right person/department that I should reach out to next.

Many thanks,

--Kathy Myers
(540) 533-2450

[Quoted text hidden]

2 attachments

 **a98ab783ec5ba47fb899cd45c5d2b9.pdf**
50K

 **noname**
50K

CORPSJAXREG-NC <CORPSJAXREG-NC@usace.army.mil>
To: Kathy Myers <kathleen.myers.15@gmail.com>

Thu, Mar 9, 2023 at 5:50 PM

FYI

DA Number:SAJ-2017-00840-AWP (Harmony West - Birchwood Acres)

Applicant: Robert Glantz (Harmony Development Company, LLC) (Agent: Jay Baker (Bio-Tech Consulting Inc))

[Quoted text hidden]

CORPSJAXREG-NC <CORPSJAXREG-NC@usace.army.mil>
To: Kathy Myers <kathleen.myers.15@gmail.com>

Thu, Mar 9, 2023 at 6:01 PM

FYI-Lou

From: Kathy Myers <kathleen.myers.15@gmail.com>
Sent: Thursday, March 9, 2023 4:08 PM
To: CORPSJAXREG-NC <CORPSJAXREG-NC@usace.army.mil>
Subject: [URL Verdict: Neutral][Non-DoD Source] Fwd: FDEP ERP Self-Certification Receipt

Good Afternoon,

[Quoted text hidden]

5 attachments

-  **Sample Dock - Permit Drawings (1.0).pdf**
2087K
-  **Sample Dock Permit Drawings.pdf**
996K
-  **Sample Permit Exhibits.pdf**
1782K
-  **Sample Pile Replacement.pdf**
270K
-  **FL DEP Dock Permitting in Florida d10_1.pdf**
653K

Kathy Myers <kathleen.myers.15@gmail.com>
To: CORPSJAXREG-NC <CORPSJAXREG-NC@usace.army.mil>

Tue, Mar 14, 2023 at 4:16 PM

Afternoon Lou,

I read everything you provided. Really can't say 'thank you' enough for breaking this process down for me and removing some of the anxiety I know I would have faced had I attempted to 'go it alone'.

That being said, I believe I have my documentation and paperwork needed to apply. Was hoping you could take a look through and let me know if I'm missing any critical elements or need to make any adjustments for readability/efficiency of processing.

Again, I appreciate your time so very much!

--Kathy

(540) 533-2450

[Quoted text hidden]

13 attachments



Blown up plat with proposed dock site.JPG
62K



Florida Google Earth pic.JPG
101K



Comparable dock to my plans.JPG
58K



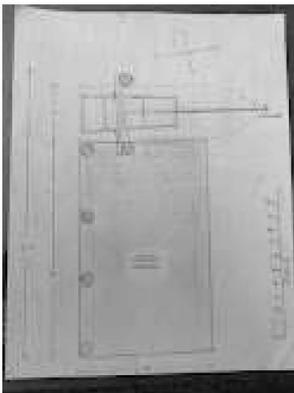
Plat of proposed dock site.JPG
94K



Harmony and Harmony West proximity to Buck Lake.JPG
113K



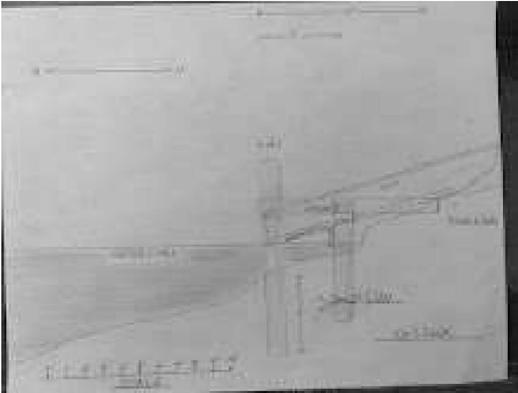
Proposed Dock Drawing 1 related to waterlines.JPG
60K



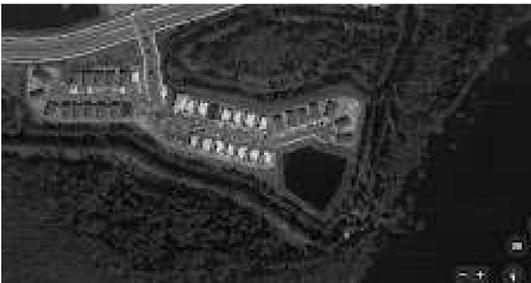
Proposed Dock Drawing 2 .JPG
68K



proposed proximity for dock and boat tilt.JPG
114K



Proposed Dock Drawing 3 Lateral view from East.JPG
53K



proximity of home to buck lake and canal.JPG
209K



Pg 3 of application 4345 with wet signature.JPG
79K

 **FDEP ERP Self-Certification Receipt.html**
2362K

 **Form 4345 completed application.pdf**
181K



FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

TERMS AND CONDITIONS

Self Certification File No.: **0432514001EE**

Construction Conditions:

Private residential single family docks are subject to the following criteria in accordance with [Section 403.813\(1\)\(b\), F.S.](#) The dock to be constructed:

1. Has 1,000 square feet or less over water surface (includes adjacent wetlands) in accordance with Chapter 62-340, F.A.C.;
2. Is constructed on or held in place by pilings and is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;.
4. Is used **ONLY** for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia;
5. Is the sole dock on the parcel; and
6. Must not be subject to any conservation easement or restrictive covenant of record prohibiting the activity.

General Conditions for Sovereignty/State-Owned Submerged Lands Authorizations:

Any use of sovereignty/state-owned submerged lands is subject to the following general conditions that are binding upon the applicant and are enforceable under [Chapters 253, F.S.](#) or [258, F.S.](#)

1. Sovereignty/state-owned submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty/state-owned submerged lands unless cured to the satisfaction of the Board of Trustees of the Internal Improvement Trust Fund (Board).
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty/state-owned submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. or Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.;

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty/state-owned submerged lands or the applicant's use and construction of structures on sovereignty/state-owned submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board to enforce any violation of the authorization or waiver by the Board of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure or waiver prevent the Board from enforcing the waived or unenforced provision in the event of a future violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
13. All costs incurred by the Board in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant of record that prohibits the activity.

Manatee Conditions:

The following conditions are intended to protect manatees from direct project effects; THESE CONDITIONS APPLY ONLY IN WATERS THAT ARE ACCESSIBLE TO MANATEES:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not

reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for 'Idle Speed/No Wake' and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Self-Certification Requirements:

The user agrees to the following:

1. The information provided herein is true and accurate.
2. **Construction of the project must be completed within one year from the self-certification date.** If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for review, as changes may result in a permit being required.
4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.



Kathleen Myers
<kathleen.myers.15@gmail.com>

FW: Applying for a permit from the USACE

1 message

Federici, Luigi G CIV USARMY CESAJ (USA)

<Luigi.G.Federici@usace.army.mil>

Thu, Mar 9,
2023 at 5:38
PM

To: Kathy Myers <kathleen.myers.15@gmail.com>

Good afternoon,

Applying to the U. S. Army Corps of Engineers (USACE) for a permit will require you to fill out and submit a USACE ENG Form 4345 (or other required form). One of the **three** versions that are provided as attachments are acceptable due to Adobe Acrobat version compatibility issues. Once the USACE ENG Form 4345 completed you will then email the required forms and associated documents to the appropriate email address for the USACE office for your area (the Cocoa Beach USACE Permitting Office). I have provided the USACE ENG Form 4345 and other helpful documents to assist you in applying for a permit from the USACE.

This will start a process in which permit applications received by the Corps of Engineers are given identification numbers and reviewed for completeness. A **Request for Additional Information (RAI)** may be requested, if necessary, from your assigned Project Manager (PM). For standard individual permit reviews, a public notice initiating a 15- or 30-day public comment

period will be issued within 15 days of receiving all the required information. After the comment period, the Corps will review all the comments. The Corps may ask for additional information at this time and a public hearing may be conducted if one has been specifically requested or determined to be necessary. For all projects, the Corps will consult with other state and federal agencies and Native American tribes as appropriate. When all considerations are satisfied, the District Engineer will decide to either issue or deny the permit application. If a permit is denied, the applicant will receive a written explanation.

The Corps' goal is to decide on all applications within 60 days after receipt of a complete application for minor permits and 120 days for individual permits, unless: a decision is precluded as a matter of law or procedures required by law. If that occurs, then the case must be referred to higher authority; the comment period of a public notice is extended; a timely submittal of information or comments is not received from the applicant. Also, the processing is suspended at the request of the applicant; or information needed by the district engineer for a decision on the application cannot reasonably be obtained within the 60- or 120-day period.

Upon receipt of your permit application, you will be **sent an email acknowledgement of receipt** and a Corps reference number specific to your file. You should refer to this number when inquiring about your application. If your application is incomplete, the Corps will request the additional information needed to continue its review. The project will be reviewed, balancing the need and expected benefits against the probable impacts of the work, taking into consideration all comments received and other relevant factors. In the meantime, you may want to see what

county or state restrictions, or land use limitations are in place regarding this type of work.

Also, **we request that you provide at least two aerial views** (project site or plot view and one at a higher elevation) of the project area. The photos are used to match against the USACE data base of maps to verify the location and if another project was sanctioned by the USACE in that location before. I recommend going to Google Earth and going right to your property by typing in your address. Also, you can get aerial views and location coordinates from your county's property website or county tax assessor's website if you have trouble with the Google Earth app (which you shouldn't).

Regarding latitude and longitude, it is best to use the decimal conversion of the project location (your form had no coordinates). To obtain these coordinates, go to Google Earth where you will get the coordinates in deg./min./sec. of the project site that will show up in the lower right side of your screen. Make sure that the compass arrow (red side not white side) stops at the North direction. The compass that I am referring to is in the lower right side of the screen too. You do this by double clicking the rotating compass dial to get it to point North. Since these values will show up in a degrees/minutes/seconds format and convert it to decimal use this website. <https://www.fcc.gov/media/radio/dms-decimal>. These coordinates should be the centroid location of the total project site or work area.

As far as the directions to the project site I recommend that you use Mapquest as a guide to the directions to the project site from the Cocoa Beach USACE office located at 400 High Pointe Drive,

Suite 600 Cocoa, FL 32926-66652. The key point is to verify the correct coordinates and address are correct on the USACE application for your project. Please be aware that using the USACE application checklist is very beneficial for the processing of your application as well. Not to mention providing any other pertinent data or documents ((i.e. **project plans**)) related to the project i.e. FL Dept. of Environment or other county or local forms. In regards, to attachments to applications these items should be clearly labeled as to their contents instead of into one undistinguishable PFD document and be sure to fill out the USACE ENG Form 4345 as completely as possible. Applicable links to websites that will be useful for you in completing your application are provided below my contact information. Once that is done just provide all the documents via email to the Cocoa Beach Email Inbox not my personal work email.

The FDEP contact information for District Offices and the email addresses are provided in the table below for your use.

FDEP Office	County	Email
Northeast District	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton,	DEP_NED@dep.state.fl.us

	Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union	
Central District	Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, Volusia	DEP_CD@dep.state.fl.us
Northwest District	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington	NWD_ERP_Applications@dep. state.fl.us

South District	Charlotte, Collier, Desoto, Glades, Hendry, Highlands, Lee, Monroe, Sarasota	SD_ERP_Permit@dep.state.fl.us
Southeast District	Broward, Indian River, Martin, Miami-Dade, Okeechobee, Palm Beach, St. Lucie	SED_Permitting@dep.state.fl.us
Southwest District	Citrus, Hardee, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk	SW_ERP@dep.state.fl.us

Best Regards,

Luigi (Lou) Federici.

Regulatory Program Assistant

USACE Jacksonville District

701 San Marco Blvd

Jacksonville, FL 32207-8175

 (904) 860-7400 (Cellular is Primary Phone)

 (904) 570-4510 (Non-Telework)

Email: Luigi.G.Federici@usace.army.mil

Regulatory Program and Permits / Frequently Asked

Questions: [https://www.usace.army.mil/Missions/Civil-Works/](https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Frequently-Asked-Questions/)

[Regulatory-Program-and-Permits/Frequently-Asked-Questions/](https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Frequently-Asked-Questions/)

* PLEASE NOTE: The U.S. Army Corps of Engineers no longer receives permit applications or related information from the Florida DEP or the Water Management Districts. Paths to USACE websites of interest:

NOTE: If the project is located in navigable waters (tidal waters and some other non-tidal waterways), there is no exemption available. A permit is always required in navigable waters (or what we call Section 10 waters) for any work (structures, dredging, utility lines under or above, etc.) in, on, under, or over these waters. Also, the USACE has no jurisdiction over sovereign submerged lands issues, that is specifically a State issue (FLDEP). However, if you are placing or removing

structures or renovating the marina, then you will need a permit from the USACE.

Path to the USACE Permit Portal Site: <https://permits.ops.usace.army.mil/orm-public>

Bi-Partisan Infrastructure Law (BIL) Team Project Assignments - Used for overflow work from other USACE SAJ offices. CESAS-RDR@usace.army.mil the RPA includes this in the in email's subject line: District (SAJ)-Office (Tampa, Ft. Myers, etc.)-Permit Type (SAJ 20, etc.).

Finding an ERP Permit on the DEP Internet Site:

<https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/finding-erp-permit-dep-internet>

Freedom of Information Act (FOIA) Page
via <https://www.usace.army.mil/FOIA.aspx>

To assist you with your request, we have provided information on the procedures, rules and regulations pertinent to the Corps of Engineers' processing of Freedom of Information Act (FOIA) requests. Also provided are links to various sites, which you may find helpful in understanding and interpreting the Act. For additional assistance in submitting a request, see the Army Citizens Guide or the Department of Defense's FOIA Handbook. The Guide and the Handbook provide advice on the rules of the FOIA and how to submit a FOIA request to Army and Defense Department Agencies.

Applicants are now able to pay Department of the Army permit fees online at [pay.gov](https://www.pay.gov) instead of writing and mailing a check. This convenient option allows for multiple payment methods (bank account, Amazon account, PayPal, debit or credit card). The direct link is here: <https://www.pay.gov/public/form/start/996412796>. Attached is a pay.gov payment walk-through provided by HQ.

-

Anything over 1,000 square feet, including waterway structures, such as boatlift canopies, (Labelle area) would stay with Ft. Myers; anything less goes to the Clewiston USACE Permitting Office.

Downloads for files over 12MB, the RPA goes into DoD Safe and "Request a Drop-off". The applicant/agent will enter the e-mail address themselves for the desired USACE Permitting Office when they upload the files.

The applicant can access this link via DoD Safe:
<https://safe.apps.mil/>

-

Link for the public to report a violation.
<https://www.saj.usace.army.mil/Missions/Regulatory/Enforcement/>

State Programmatic General Permit (SPGP) information can be found via this link: <https://www.saj.usace.army.mil/SPGP/>

***NOTICE: Pursuant to Section 404(g) of the Clean Water Act (CWA), 33 U.S.C. § 1344(g), the FDEP is seeking to assume administration of a portion of the CWA Section 404 program, referred to as Assumption. The EPA has until December 17, 2020 to approve or deny the State's request. The Corps anticipates Assumption would be implemented between December 17, 2020 and January 15, 2021. Once effective, the Corps will transfer to the FDEP any pending Section 404 permit applications proposing discharges in State 'assumed' waters.

- EXTERNAL Automated Wetland Determination Data Sheets (ADS): https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/reg_supp/

- U.S. Army Corps of Engineers, Jacksonville District, State of Florida Assumption of Section U.S.ARMY 404 Permitting Responsibilities SB: https://www.saj.usace.army.mil/Portals/44/docs/regulatory/sourcebook/other_permitting_factors/20201109-Factsheet_Handout-KDS.pdf

-For more information on the status of the Corps' transition, please visit the Corps' website under "Regulatory News" at: <https://www.saj.usace.army.mil/Missions/Regulatory/>

-For more information on the status of EPA's decision, please visit EPA's website at: <https://www.epa.gov/cwa404g>

-For more information on FDEP's request for Assumption, please visit FDEP's website at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/404-assumption>

-

- ERP and State 404 Program Rules & General ERP Rules for Dredging Operations in Florida:

<https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/erp-dredging-and-filling>

- DEP Facility/Site Details and Associated Documents:

<https://prodenv.dep.state.fl.us/>

- Operation Blue Roof program: <https://www.usace.army.mil/Missions/Emergency-Operations/Blue-Roof-Information/>

* You may electronically submit information for new permit applications to the following:

Florida Power & Light Inbox: corpsjaxreg-fpl@usace.army.mil

Jacksonville District Permits Section: corpsjaxreg-nj@usace.army.mil

Pensacola Permits Section: corpsjaxreg-nl@usace.army.mil

Panama City Permits Section: corpsjaxreg-np@usace.army.mil

Gainesville Regulatory Office: TampaReg@usace.army.mil

Ft. Myers Permits Section: SF.New.Applications@usace.army.mil

Clewiston USACE Field Office L. C.-Shannon (Liam.P.Covey-Shannon@usace.army.mil)

Tampa Bay Permits Section: TampaReg@usace.army.mil

Cocoa Beach Permits Section: CORPSJAXREG-NC@usace.army.mil

Palm Beach Gardens Section: Application-sp@usace.army.mil

Florida Keys Section: SEAPPLS@usace.army.mil

Antilles-Miami Section: cesaj-rd-sa@usace.army.mil

Special Projects Branch BIL Team: CESAS-RDR@usace.army.mil

RD Enforcement Team correspondence or requests to saj-rd-enforcement@usace.army.mil

* Download the ENG 4345 application form here:
https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_4345_2019Feb.pdf?ver=2019-03-08-083618-337

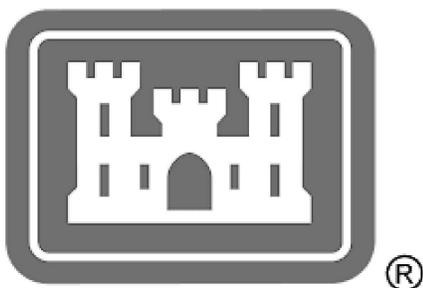
* Download the application checklist here:
http://www.saj.usace.army.mil/Portals/44/docs/regulatory/sourcebook/permitting/forms/Checklists/Checklist_ENG4345fillable.pdf

Note: Standard Permits (SP) and Letter of Permission (LOP) can be modified with a USACE ENG Form 4345 and supporting documentation. However Nationwide Permits (NWP) and Regional General Permits (RGP) can't be modified. Thus, changes to NWPs and RGPs to permits require a new application with supporting documentation that would still be based off a previous permit.

-FACT SHEET for USACE PERMITTING REQUIREMENTS:

https://www.saj.usace.army.mil/Portals/44/docs/regulatory/sourcebook/other_permitting_factors/20201109-Factsheet_Handout-KDS.pdf

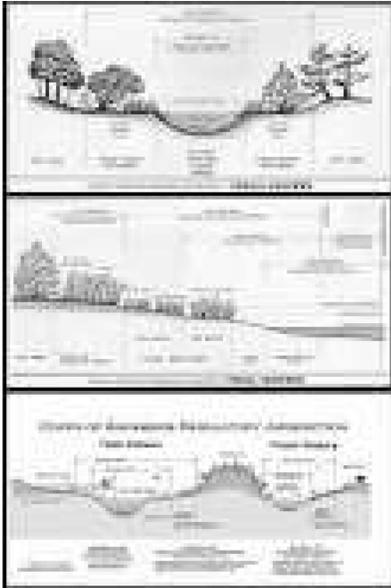
The Regulatory Customer Service Survey has moved to the cloud and has a new URL beginning on Mon 5 Apr 2021-
<https://regulatory.ops.usace.army.mil/customer-service-survey/>



US Army Corps of Engineers

Jacksonville Florida District

10 attachments



Jurisdiction Lines.png
79K

 **ENG_Form_4345_2018 Blank PDF Option 2**
Eng_May.pdf
75K

 **Eng_Form_4345_2019Feb.pdf**
42K

 **Eng_Form_4345_2022Sep.pdf**
40K

 **ENG_Form_4345_Checklist.pdf**
146K

 **ENG_FORM_4345_Short Instructions.pdf**
19K

 **Instructions for Preparing a Department of the Army**
Permit Application R2.docx
30K

 **Sample Permit Exhibits.pdf**
1782K

 **USACE 2022061 Rev. Regulatory AOR Map with email**
addresses.pdf

593K



USACE JAX Reg. Special Pubic Notice-Change in Geo

AOR.pdf

415K

17. DIRECTIONS TO THE SITE

The Harmony West subdivision is located just off Rt 192/E Irlo Bronson Hwy in Osceola County, Florida. Turn off of 192 onto Botanic Blvd. Continue approx. 1 mile, and make the 3rd right onto Hooded Crane Cove. (This is also denoted as the Sandhill section with a large sign at this turn.) Continue on Hooded Crane Cove approx 1/4 mile until you reach 2940 (on the right side), last house on the right before retention pond. Proceed to walk to rear of property where canal exists.

18. Nature of Activity (Description of project, include all features)

To construct a 16' x 10' (160 sq feet in total) dock and boat tilt made of pressure treated lumber at the rear of my property parrallel to and extending slightly over the canal that feeds into Buck Lake. All lumber materials, pilings and deck planking, will be of pressure treated lumber. All fasteners and hardware will be of stainless steel. NO DREDGE or FILL MATERIAL is required. NO EXCAVATION of any kind is required.

NOTE: Previous permit request DA: SAJ-2017-00840-AWP is in no way associated with this application. My home was new construction in 2022 and this request (from 2017) although associated with my address, is NOT any part of this Permit Request.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

This private, personal use only 16' x 10' dock (160 sq ft in total) with boat tilt would be to facilitate safe entry and exit into/out of the canal behind my home leading into Buck Lake. The CDD recently had the canals cleaned out/grasses cut and they are now easily navigatable with paddleboards, kayaks and small non-gas motorized watercraft. In an effort to access them safely, it is my request to build a small dock/landing area out onto the water. I am prepared to start construction immediately, pending approval, and I expect to have the entire project finsihed within 7 days of begining the work.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

n/a

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type	Type	Type
Amount in Cubic Yards	Amount in Cubic Yards	Amount in Cubic Yards
n/a		

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres n/a
or
Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

n/a

24. Is Any Portion of the Work Already Complete? Yes No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- 2936 Hooded Crane Cove (Jesse and Brittany Meredith)

City - St. Cloud State - FL Zip - 34773

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
FDEP	Self-Certification	043514001EE	03/09/2023	03/09/2023	n/a

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

Stephleen Myers 3/14/23
 SIGNATURE OF APPLICANT DATE SIGNATURE OF AGENT DATE

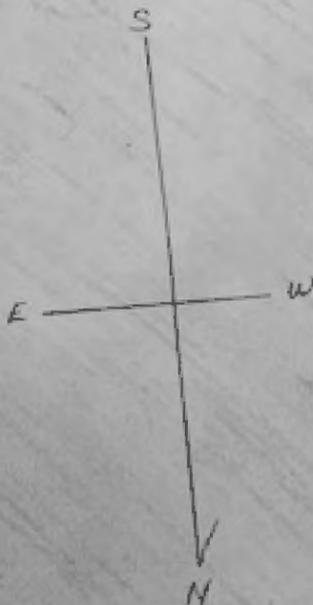
The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

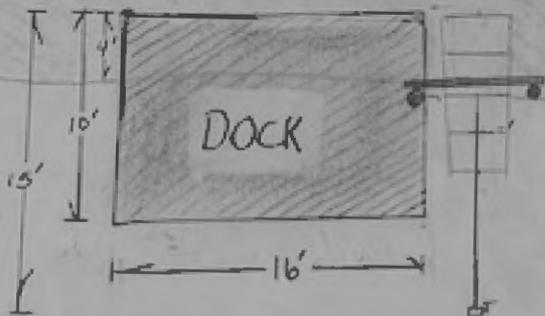
← SHORE LINE

↑ WATER LINE

64'

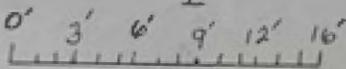


21'0"



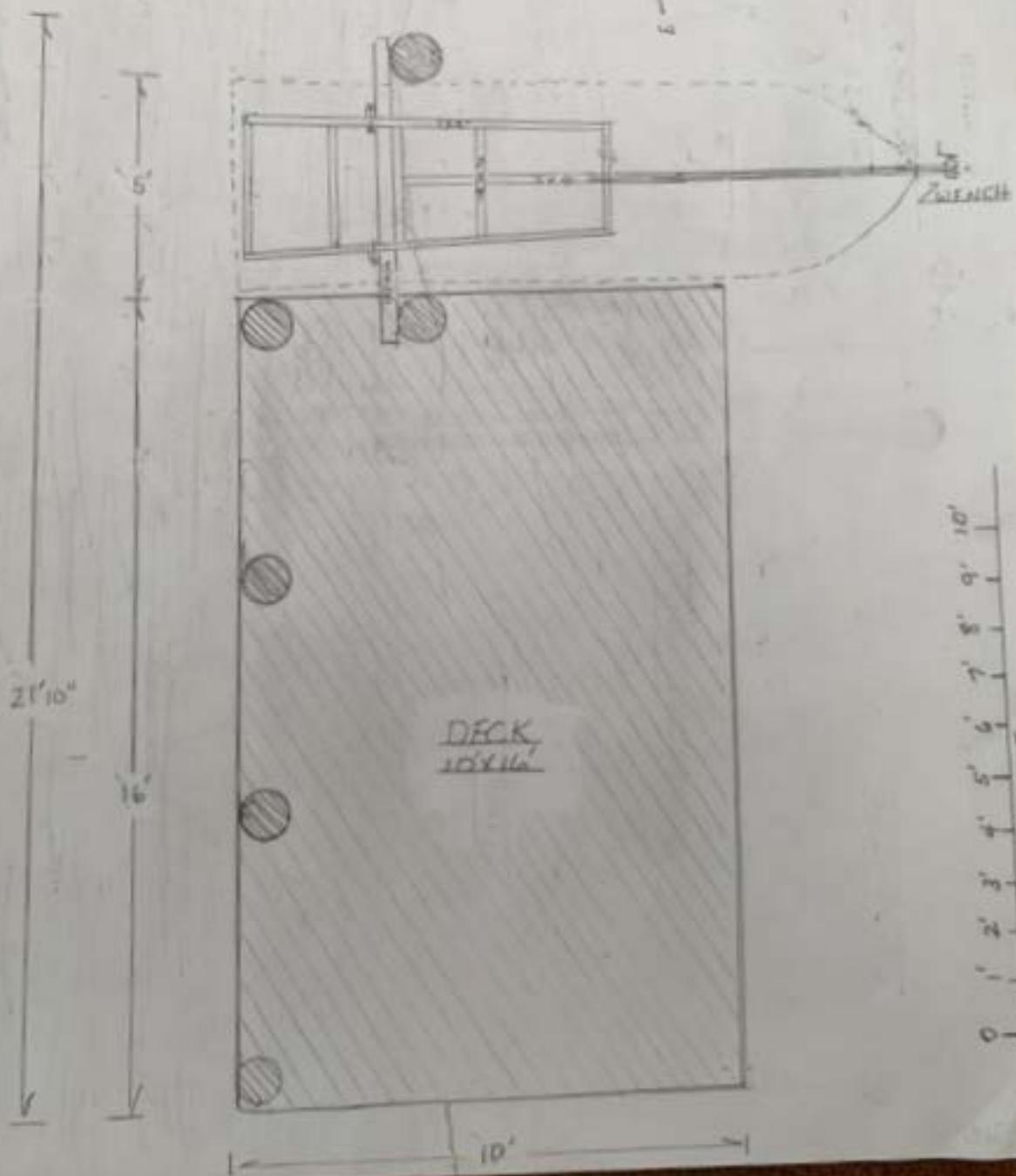
WATER LINE

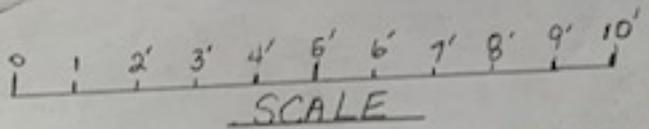
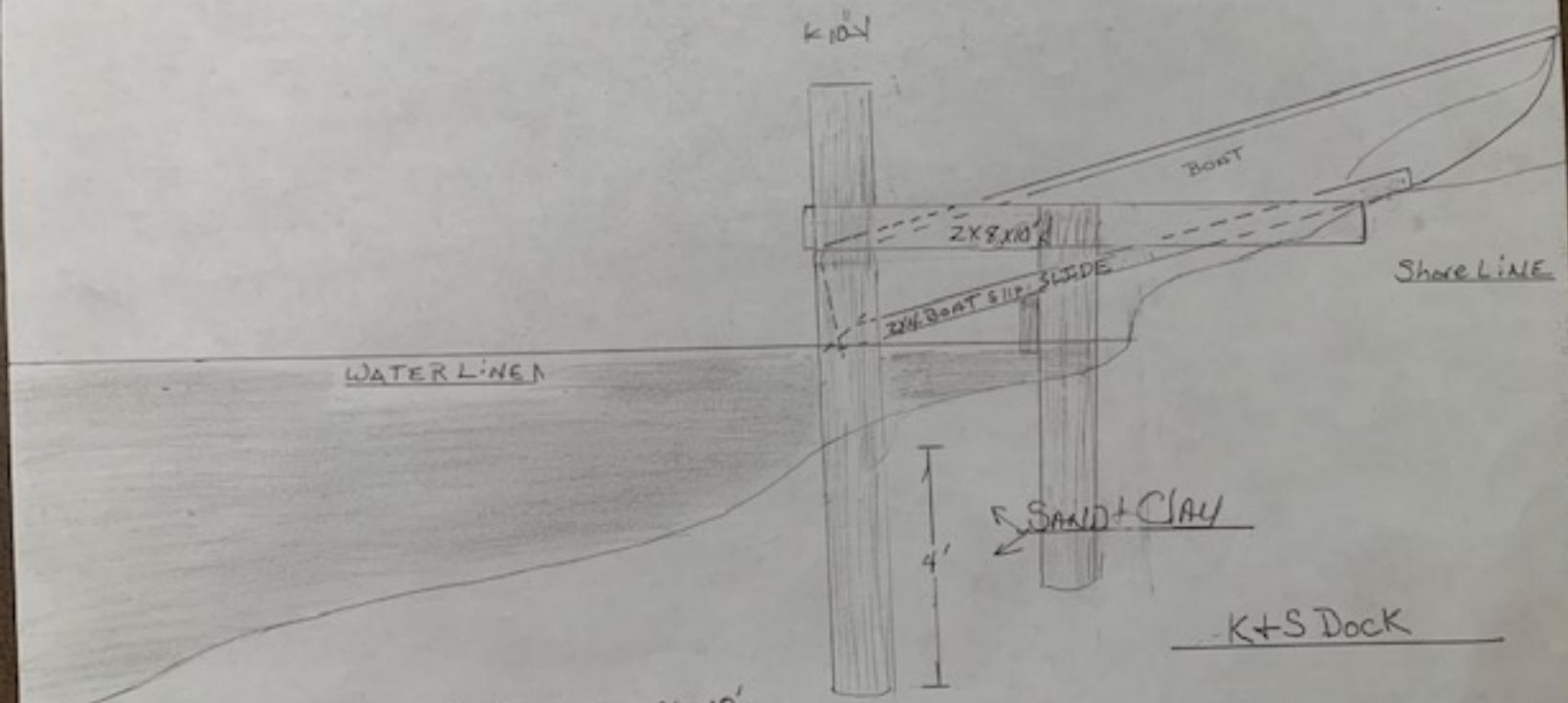
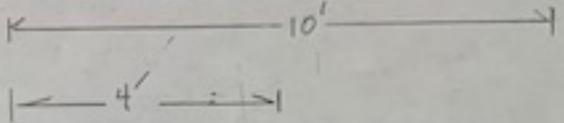
← SHORE LINE



SCALE

1023

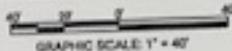




ADDRESS: HOODED CRANE COVE

BEING LOT 471 ACCORDING TO THE PLAT OF VILLAGES AT HARMONY PH 10-1 &
10, RECORDED IN PLAT BOOK 30, PAGES 39-48 OF THE PUBLIC RECORDS OF
OSCEOLA COUNTY, FLORIDA.

AREA: 15,879 S.F. - 0.369 ACRES



HOODED CRANE COVE
50' R/W

Curve	Radius	Length	Chord	Chord Bearing
C1	100.00	15.71	15.71	N 89.98° 15' 10" W
C2	100.00	15.71	15.71	N 89.98° 15' 10" W

Line	Bearing	Distance
L1	N 50° 24' 52" W	40.33'

ON LOT CALCULATIONS

1st FLOOR LIVING	2,009 SF
2nd FLOOR LIVING	0 SF
TOTAL LIVING	2,009 SF
GARAGE	589 SF
FRONT PORCH	163 SF
LANAI	168 SF
TOTAL UNDER ROOF	3,929 SF
DRIVE	569 SF
WALK	30 SF
A/C PAD	12 SF
SCD	12,381 SF

OFF LOT CALCULATIONS

DRIVE APRON	132 SF
WALK	273 SF
SCD	188 SF



All new permit submittals for home sites will require proposed mechanical equipment to be located 10' away from any existing equipment on adjacent lots. This is to show compliance with our LDC (ch 3.2.2.E.8) which requires 10' between equipment that can affect access or drainage. Site plan should show the drainage plan proposed for the new site and how it will tie into the existing adjacent grade (include swales, water flow direction, and street, sidewalks, drives, house, and finish grade).

P21-004648
FRONT GARAGE= 20FT
FRONT PRIMARY STRUCTURE SET
SIDES=5FT REAR=15FT(EASEMENT)
CORNER SIDE=10FT
ZONING APPROVAL (PA)
4/16/2021

PREPOSED DOCK

DRAINAGE TYPE: AM

MECHANICAL EQUIPMENT TO BE LOCATED ON LEFT SIDE OF HOUSE BUILDER TO MAINTAIN 10 FEET BETWEEN MECHANICAL STRUCTURES

GENERAL NOTES

1. Bearings shown hereon are based on the plat provided to Carter and Clark.
2. Elevations shown hereon are based on the construction plans provided to Carter and Clark. Vertical Datum: NAVD 88.
3. This property lies within flood zone "A" according to FEMA FORM #: 12097C02850, effective on 6/1/2013.
4. This plat has been calculated for closure and is found to be accurate within one foot in 87,445 feet.

BUILDING SETBACKS:
(PER CONSTRUCTION PLANS)

Front (structure)	13'
Front (garage)	20'
Front (porch)	5'
Side	5'
Corner (structure)	10'
Corner (porch)	5'
Rear	5'

PT Point of Tangency	LAN Land	TOP Top of Form	CDR Conductor
PI Point of Intersection	CB Catch Basin	BL Building Line	○ Refer to be set
JB Junction Box	GBL Garage Building Line	R/W Right of Way	○ Set Below 5'
A/C Air Conditioning	DE Drainage Easement	SF Square Feet	○ Found Below
CONC Concrete	LE Utility Easement	APL Approximate Property Line	○ Found In
P Porch	PROP Proposed	ABOC Approximate Back of Curb	○ Not To Be
PAT Patio	PFE Finished Floor Elevation	CL Center Line	○ Drainage

SUB: Villages At Harmony
PH: 10-1 & 10
LOT: 471
Section 24, Township 26 South, Range 31 East, Osceola County, Florida



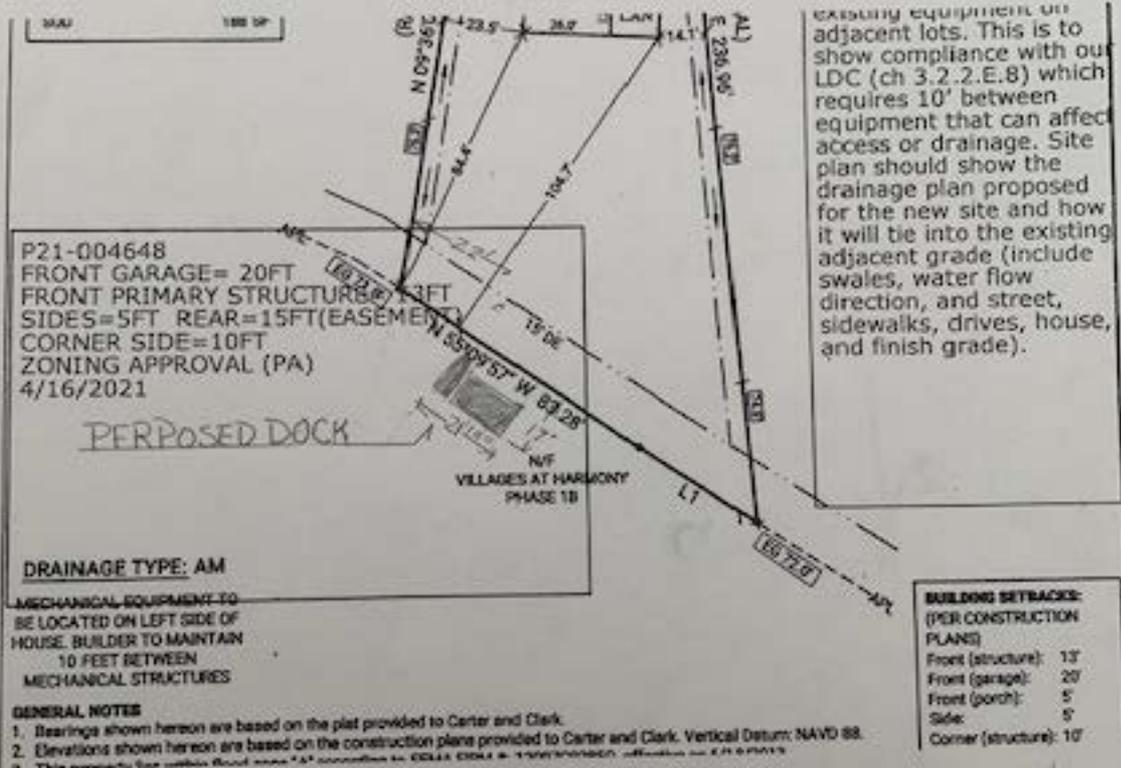
237 Aucilla Road
Monticello, FL 32364
www.carterandclark.com
LICENSED SURVEYORS # 6870



PH: 888-888-8888
CHRISTOPHER WAYNE CLARK, FLORIDA CERTIFICATE NO. LS 7135



No field work has been performed. This does not constitute a boundary survey. Carter & Clark Land Surveys is unable to warrant the accuracy of boundary information, structures, easements, and buffers that are illustrated on the subdivision plat. This property may be subject to additional easements or restrictions of record. Adjacent owners are per plat of record. The existence of utility within utility easements have not



P21-004648
 FRONT GARAGE= 20FT
 FRONT PRIMARY STRUCTURE= 13FT
 SIDES=5FT REAR=15FT(EASEMENT)
 CORNER SIDE=10FT
 ZONING APPROVAL (PA)
 4/16/2021

PROPOSED DOCK

VILLAGES AT HARMONY
 PHASE 1B

DRAINAGE TYPE: AM

MECHANICAL EQUIPMENT TO
 BE LOCATED ON LEFT SIDE OF
 HOUSE. BUILDER TO MAINTAIN
 10 FEET BETWEEN
 MECHANICAL STRUCTURES

GENERAL NOTES

1. Bearings shown hereon are based on the plat provided to Carter and Clark.
2. Elevations shown hereon are based on the construction plans provided to Carter and Clark. Vertical Datum: NAVD 88.

existing equipment on adjacent lots. This is to show compliance with our LDC (ch 3.2.2.E.8) which requires 10' between equipment that can affect access or drainage. Site plan should show the drainage plan proposed for the new site and how it will tie into the existing adjacent grade (include swales, water flow direction, and street, sidewalks, drives, house, and finish grade).

BUILDING SETBACKS:

(PER CONSTRUCTION PLANS)

Front (structure):	13'
Front (garage):	20'
Front (porch):	5'
Side:	5'
Corner (structure):	10'

Note: Magnified to show proximity to property line, not to scale.





Kathleen Myers <kathleen.myers.15@gmail.com>

STATUS OF USACE SAJ-2023-00682 - Myers, Kathy-Build 160Sf Dock & Inst. B. lift (ASSUMED)

5 messages

Federici, Luigi G CIV USARMY CESAJ (USA)

<Luigi.G.Federici@usace.army.mil>

To: Kathy Myers <kathleen.myers.15@gmail.com>

Cc: "Palmer, John C CIV USARMY CESAJ (USA)" <John.Palmer@usace.army.mil>

Thu, Mar 16, 2023 at
4:17 PM

Good afternoon,

On December 22, 2020, a portion of the Corps' regulatory responsibilities was assumed by the Florida Department of Environmental Protection (FDEP). The project site listed in your application to the USACE is within the assumed area by the FLDEP. Unless otherwise notified, a separate authorization from the Corps is not required; however, you may need to obtain a permit from the FDEP. Therefore, we recommend that you contact FDEP for a determination of State permit requirements. The FDEP contact information for District Offices and the email addresses are provided in the table below for your use.

FDEP Office	County	Email
Northeast District	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union	DEP_NED@dep.state.fl.us
Central District	Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, Volusia	DEP_CD@dep.state.fl.us
Northwest District	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington	NWD_ERP_Applications@dep.state.fl.us
South District	Charlotte, Collier, Desoto, Glades, Hendry, Highlands,	SD_ERP_Permit@dep.state.fl.us

	Lee, Monroe, Sarasota	
Southeast District	Broward, Indian River, Martin, Miami-Dade, Okeechobee, Palm Beach, St. Lucie	SED_Permitting@dep.state.fl.us
Southwest District	Citrus, Hardee, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk	SW_ERP@dep.state.fl.us

Best Regards,

Luigi (Lou) Federici.

Regulatory Program Assistant

USACE Jacksonville District

701 San Marco Blvd

Jacksonville, FL 32207-8175

 (904) 860-7400 (Cellular is Primary Phone)

 (904) 570-4510 (Non-Telework)

 Luigi.G.Federici@usace.army.mil

2 attachments

 **RCVD Myers, Kathy-Build 160Sf Dock & Inst. B. lift.pdf**
98K

 **FL DEP Dock Permitting in Florida d10_1.pdf**
653K

Kathleen Myers <kathleen.myers.15@gmail.com>

Thu, Mar 16, 2023 at 5:15 PM

To: "Federici, Luigi G CIV USARMY CESAJ (USA)" <Luigi.G.Federici@usace.army.mil>

Afternoon Lou,

I don't know if I should be relieved or anxious about this information. I guess it's a good thing I don't need Corp of Engineers approval? Although I must say, I was looking forward to working through this process with you. :)

I will reach out to FDEP as you've indicated to see if a permit is required, and if not, then I will proceed to the CDD to request their approval to move forward with construction with the knowledge

that I have checked all the appropriate boxes!

Again, I really want to thank you for your patience and time in explaining this process to me.

All the best,

—Kathy

On Mar 16, 2023, at 4:20 PM, Federici, Luigi G CIV USARMY CESAJ (USA)
<Luigi.G.Federici@usace.army.mil> wrote:

[Quoted text hidden]

<image001.png>
Luigi.G.Federici@usace.army.mil

<RCVD Myers, Kathy-Build 160Sf Dock & Inst. B. lift.pdf>
<FL DEP Dock Permitting in Florida d10_1.pdf>

Federici, Luigi G CIV USARMY CESAJ (USA)
<Luigi.G.Federici@usace.army.mil>
To: Kathleen Myers <kathleen.myers.15@gmail.com>

Thu, Mar 16, 2023 at
5:21 PM

Kathleen,

Good things come to good people and not waiting for USACE approval for your project is a good thing. Not because of the folks you have to deal with at the Corps. It is due to the time that it takes for the permit to get approved by a busy PM at the Corps. Also, if anyone gives you grief about not getting a permit from the USACE then send them to Big Lou to straighten them out. Best of luck to you and enjoy your dock after it is built. R, Lou

From: Kathleen Myers <kathleen.myers.15@gmail.com>
Sent: Thursday, March 16, 2023 5:15 PM
To: Federici, Luigi G CIV USARMY CESAJ (USA) <Luigi.G.Federici@usace.army.mil>
Subject: [Non-DoD Source] Re: STATUS OF USACE SAJ-2023-00682 - Myers, Kathy-Build 160Sf Dock & Inst. B. lift (ASSUMED)

Afternoon Lou,

I don't know if I should be relieved or anxious about this information. I guess it's a good thing I don't need Corp of Engineers approval? Although I must say, I was looking forward to working through this

process with you. :)

I will reach out to FDEP as you've indicated to see if a permit is required, and if not, then I will proceed to the CDD to request their approval to move forward with construction with the knowledge that I have checked all the appropriate boxes!

Again, I really want to thank you for your patience and time in explaining this process to me.

All the best,

—Kathy

On Mar 16, 2023, at 4:20 PM, Federici, Luigi G CIV USARMY CESAJ (USA)
<Luigi.G.Federici@usace.army.mil> wrote:

Good afternoon,

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Northeast District	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union	DEP_NED@dep.state.fl.us

Central District	Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, Volusia	DEP_CD@dep.state.fl.us
Northwest District	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington	NWD_ERP_Applications@dep.state.fl.us
South District	Charlotte, Collier, Desoto, Glades, Hendry, Highlands, Lee, Monroe, Sarasota	SD_ERP_Permit@dep.state.fl.us
Southeast District	Broward, Indian River, Martin, Miami-Dade, Okeechobee, Palm Beach, St. Lucie	SED_Permitting@dep.state.fl.us
Southwest District	Citrus, Hardee, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk	SW_ERP@dep.state.fl.us

Best Regards,

Luigi (Lou) Federici.

Regulatory Program Assistant

USACE Jacksonville District

701 San Marco Blvd

Jacksonville, FL 32207-8175

 (904) 860-7400 (Cellular is Primary Phone)

 (904) 570-4510 (Non-Telework)

<image001.png>

Luigi.G.Federici@usace.army.mil

<RCVD Myers, Kathy-Build 160Sf Dock & Inst. B. lift.pdf>

<FL DEP Dock Permitting in Florida d10_1.pdf>

Kathleen Myers <kathleen.myers.15@gmail.com>

Thu, Mar 16, 2023 at

To: "Federici, Luigi G CIV USARMY CESAJ (USA)" <Luigi.G.Federici@usace.army.mil>



-Kat

On Mar 16, 2023, at 5:21 PM, Federici, Luigi G CIV USARMY CESAJ (USA)
<Luigi.G.Federici@usace.army.mil> wrote:

[Quoted text hidden]

Federici, Luigi G CIV USARMY CESAJ (USA) <Luigi.G.Federici@usace.army.mil>
To: Kathleen Myers <kathleen.myers.15@gmail.com>

Fri, Mar 17, 2023 at

Happy Friday-Kat

From: Kathleen Myers <kathleen.myers.15@gmail.com>

Sent: Thursday, March 16, 2023 6:31 PM

To: Federici, Luigi G CIV USARMY CESAJ (USA) <Luigi.G.Federici@usace.army.mil>

Subject: Re: [Non-DoD Source] Re: STATUS OF USACE SAJ-2023-00682 - Myers, Kathy-Build 160Sf D Inst. B. lift (ASSUMED)



-Kat

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Regulatory Program Assistant

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<image001.png>

Luigi.G.Federici@usace.army.mil

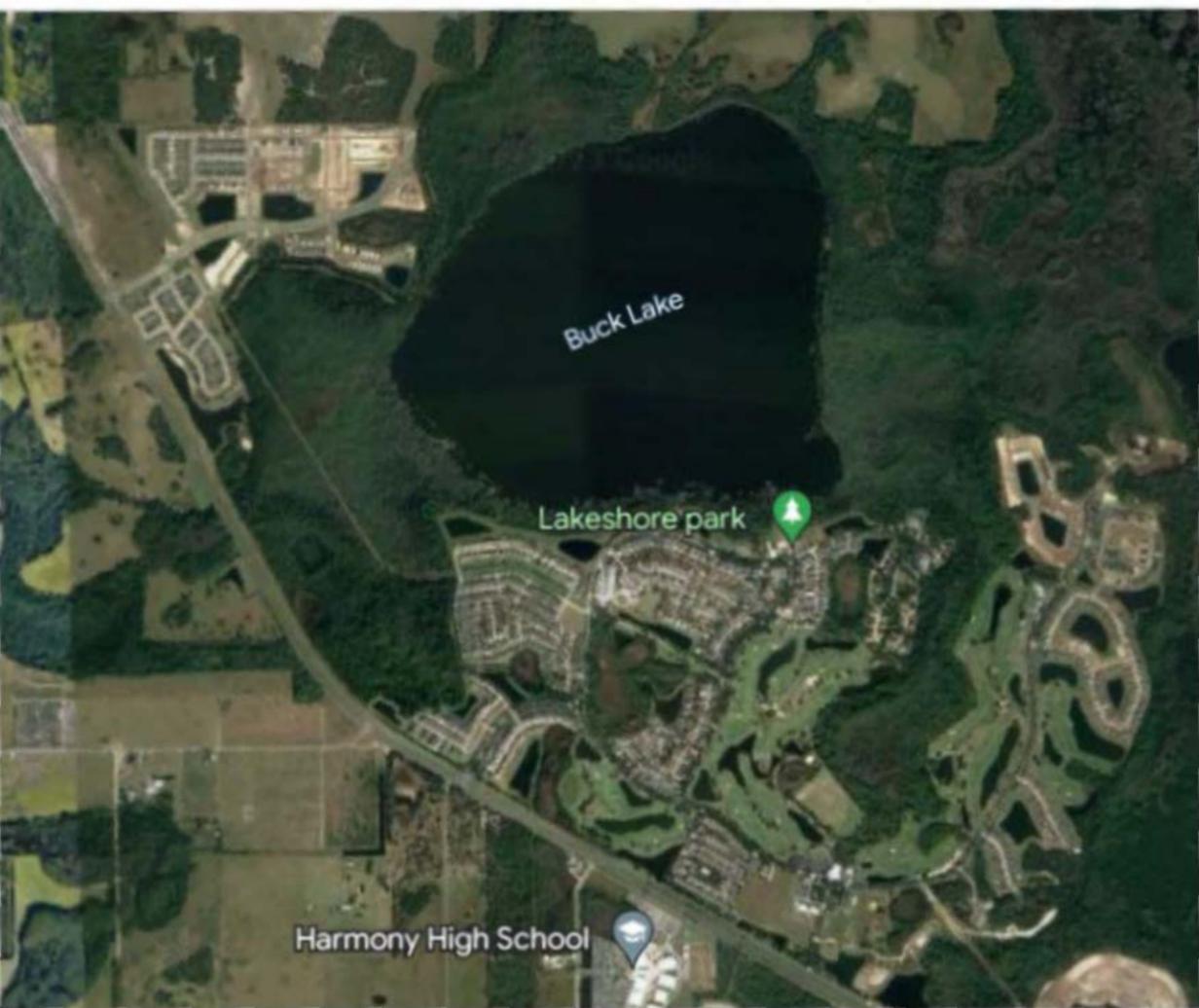
<RCVD Myers, Kathy-Build 160Sf Dock & Inst. B. lift.pdf>

<FL DEP Dock Permitting in Florida d10_1.pdf>

First Name	Last Name	Title	Phone	Email
Joyce	Gonzalez	Environmental Specialist	407-897-2957	Joyce.H.Gonzalez@FFloridaDEP.gov

Business Program

First Name	Last Name	Title	Phone	Email
Marcos	Ruiz	Business Program Manager	407-897-2945	Marcos.Ruiz@FloridaDEP.gov
Barbara	Browning	Operations Analyst	407-897-4142	Barbara.Browning@FloridaDEP.gov
Daun	Festa	Operations Review Specialist	407-897-2946	Daun.Festa@FloridaDEP.gov
Mandakini (Meena)	Patel	Operations Analyst	407-897-4120	Mandakini.Y.Patel@FloridaDEP.gov
Vilmaris	Diaz-Gonzalez	Operations Analyst	407-897-2949	Vilmaris.Diaz@FloridaDEP.gov
Shabbir	Rizvi	Operations Analyst	407-897-4153	Shabbir.Rizvi@FloridaDEP.gov
Caitlin	Hawley	Operations Analyst	407-897-2962	Caitlin.Hawley@FloridaDEP.gov
Allen	Bloomer	Operations Analyst	407-897-2937	Allen.Bloomer@FloridaDEP.gov
Anitra	Spencer	Operations Review Specialist	407-897-4121	Anitra.L.Spencer@FloridaDEP.gov
Jill	Smicherko	Operations Analyst	407-897-2965	Jill.Smicherko@FloridaDEP.gov

A satellite map showing a large body of water labeled 'Buck Lake' in the upper center. Below the lake is a residential area with a green tree icon and the label 'Lakeshore park'. At the bottom center, there is a blue location pin icon and the label 'Harmony High School'. The map shows a mix of green forest, brownish fields, and grey residential buildings.

Buck Lake

Lakeshore park

Harmony High School



3D



HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4A

This instrument was prepared by:

Kutak Rock LLP
407 W. College Ave.
Tallahassee, Florida 32301

MASTER DOCK EASEMENT AGREEMENT

THIS MASTER DOCK EASEMENT AGREEMENT (“Master Easement Agreement”) is made and entered into this ____ day of _____, 2023, by and between:

Harmony West Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

[Insert Master Association Information]
a Florida _____, with an address of _____, its successors, Subgrantees (as defined herein), and assigns (the “**Grantee**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure improvements, which improvements primarily benefit the residents of Beacon Lake (the “**Development**”); and

WHEREAS, the District is the owner of that certain waterbody and storm water management facility within the Development more particularly described as Tract ____, _____, according to the map or plat thereof recorded in Plat Book _____, Page _____, of the public records of Osceola County, Florida (the “**Waterbody**”); and

WHEREAS, the Waterbody is a component of the Development’s master storm water system which storm water system is operated and maintained by the District pursuant to the provisions of that certain Environmental Resource Permit No. _____ issued by the South Florida Water Management District (the “**Storm Water Permit**”); and

WHEREAS, the District has adopted that certain master dock plan, a true and correct copy of which is attached hereto as **Exhibit A** (the “**Master Dock Plan**”), which Master Dock Plan establishes certain terms and conditions upon which the District is willing to permit the construction of docks over, within, and upon the Waterbody for the benefit of certain platted lots which are adjacent to and share a common boundary line with the Waterbody (each a “**Benefitted Lot**” and collectively, the “**Benefitted Lots**”); and

WHEREAS, Grantee has requested and the District has agreed to grant to Grantee this Master Easement Agreement granting to Grantee, and such successors, Subgrantees, or assigns of Grantee as may acquire rights hereunder, a perpetual, non-exclusive, divisible, and assignable easement over, within, and upon the portions of the Waterbody more particularly identified herein for the purpose of permitting

Grantee, or such successors, Subgrantees, or assigns of Grantee as may acquire rights hereunder, to construct, repair, own, maintain, and enjoy Dock Structures (hereinafter defined) located within the Waterbody for the benefit of the Benefitted Lots (the “**Master Dock Easement**”); and

WHEREAS, the District and Grantee desire to set forth the terms of their mutual agreement regarding the Master Dock Easement granted to Grantee pursuant to this Master Easement Agreement.

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 District and Grantee hereby agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein as a material part of this Master Easement Agreement.

2. Grant of Master Dock Easement. The District hereby grants and conveys to Grantee the Master Dock Easement over that portion of the Waterbody lying within an area bounded by the platted boundary line of the Waterbody and a line lying _____ feet waterward of such platted boundary line (the “**Dock Easement Area**”). The Master Dock Easement shall permit Grantee and its successors, Subgrantees, or assigns, the right to:

A. Subject to Grantee’s, or its successors, Subgrantees, or assigns’ compliance with the provisions of Sections 3 and 5 of this Master Easement Agreement, construct, repair, own, maintain, and enjoy Dock Structures within the Dock Easement Area provided that the same are located and constructed in accordance with the provisions of this Master Easement Agreement and the Master Dock Plan. The term “**Dock Structure**” shall refer to that any private dock constructed in the Waterbody and located adjacent to the rear boundary line of the Benefitted Lot together with any Boat Lift (as defined herein) associated with any particular private dock;

B. The right to install, own, maintain, repair and replace pilings, if any, on the bottom of the Waterbody supporting Dock Structures and the component parts thereof as the same may be constructed, repaired, and reconstructed from time to time provided that the same are located within the Dock Easement Area and as the same may be further regulated by the provisions of any Assignment of Dock Rights (as herein defined);

C. The right to install, own, maintain, repair and replace boat lift pilings, if any, on the bottom of the Waterbody supporting a boat lift (“**Boat Lift**”) and the component parts thereof as the same may be constructed, repaired, and reconstructed from time to time provided that the same are located within the Dock Easement Area and the Boat Lift is designed for use with, and constitutes a part of, the Dock Structure and as the same may be further regulated by the Master Dock Plan; and

D. Access and cross those portions of the Waterbody lying outside of the Dock Easement Area for the purpose of constructing, repairing, maintaining, and reconstructing Dock Structures located within the Dock Easement Area.

3. Conditions of the Master Dock Easement. The Master Dock Easement granted in Section 2, above, is subject to the following terms and conditions:

- A. Grantee's and any Subgrantee's, as appropriate, access to and use of the Waterbody for the purposes contemplated by this Master Easement Agreement are limited to the scope of the Master Dock Easement granted herein;
- B. Grantee or any Subgrantee, as appropriate, shall be fully responsible at Grantee's or Subgrantee's, as the case may be, cost for the construction, repair, maintenance, and reconstruction of Dock Structures located within the Dock Easement Area pursuant to the Master Dock Easement;
- C. All Dock Structures located in the Dock Easement Area shall be accessed, constructed, repaired, maintained, reconstructed, owned, and enjoyed in strict accordance with all applicable laws, regulations, codes, permits (including the Storm Water Permit), the Master Dock Plan, and this Master Easement Agreement;
- D. The Grantee or any respective Subgrantee, as applicable, shall ensure that the installation and maintenance of the Dock Structure does not damage any property of District or any third party's property, and, in the event of any such damage, the Grantee or the applicable Subgrantee whose conduct resulted in the damage shall immediately repair the damage or compensate the District for such repairs, at the District's option;
- E. The Dock Easement Area shall be kept 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 Grantee or any Subgrantee's exercise of rights under this Agreement or any applicable Assignment of Dock Rights, and the Grantee or the applicable Subgrantee whose conduct resulted in the imposition of such claim or lien shall immediately discharge any such claim or lien;
- F. Any individual Dock Structure constructed pursuant to the Master Dock Easement shall have a maximum surface area of 50 square feet. For purposes of the previous sentence, the square footage limitation shall be calculated by the area of the Dock Structure located within the Dock Easement Area and shall not include any portion of the Dock Structure located upon the Benefitted Lot upon which the applicable Dock Structure may be affixed;
- G. Any individual dock structure constructed pursuant to the Master Dock Easement shall be setback no less than _____ feet from the side lot lines extended of the subject Benefitted Lot; and
- H. Upon completion of the installation, the Dock Structure will be owned by the owner of the Benefitted Lot to which the Dock Structure is affixed.

4. Contribution. [RESERVED]

5. Conditions for Construction of Dock Structures. No Dock Structure shall be constructed within the Dock Easement Area until Grantee, or a Subgrantee, as applicable, satisfies the following conditions:

- A. Delivery to the District of an application in such form as may be established by the District from time to time including plans reflecting the proposed location and manner of construction of the dock structure and its compliance with the requirements of the Master Dock Plan and the terms and conditions of this Master Easement Agreement;
- B. In the event that applicant for construction of a dock structure is a Subgrantee, a copy of the applicable Assignment of Dock Rights between Grantee and such Subgrantee granting it rights to construct the dock structure for the benefit of such Subgrantee's lot or lots is furnished to the District.
- C. Upon delivery of the materials identified in items A. through B. of this Section 5, the District Manager shall verify the completeness of the dock application and its conformity with the terms and conditions of this Master Easement Agreement. Following such verification, the District Manager shall cause the dock application to be forwarded to the District Engineer who shall review the dock application for conformity with the provisions of the Master Dock Plan. Upon the District Engineer's verification of the dock application's conformity with the Master Dock Plan, as communicated to the District Manager in writing, the District Manager shall advise the applicant of approval of the dock application. Review of the dock application and supporting materials shall be limited to, and granted upon, a determination of compliance of the proposed Dock Structure with the terms and conditions of this Master Easement Agreement and the Master Dock Plan. In no event shall any approval of the dock application by the District be deemed a representation or warranty by the District, or any supervisor, officer, or agent thereof, of the sufficiency or adequacy of the design of or materials to be incorporated into the Dock Structure or the compliance of the subject dock structure with any other applicable laws, regulations, codes, or permits which may be applicable to or required for construction of the dock structure. Approval of any Dock Structure by the District shall not waive any approvals which may be required of the Beacon Lake Community Association, Inc., a Florida not for profit association, under any restrictive covenants which may be applicable to the Development.

6. Access. The District hereby grants Grantee and Subgrantees and their contractors the limited right to access the Dock Easement Area from time to time for the purposes described in this Master Easement Agreement. Grantee or a Subgrantee, as the case may be, shall use all due care to accomplish the construction, repair, maintenance, and reconstruction of dock structures within the Dock Easement Area without damage to any other Dock Structures within the Dock Easement Area or any storm water structures or improvements located in the Waterbody, or the functionality of the Waterbody's drainage system. Grantee or such Subgrantee, as the case may be, shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Grantee's or such Subgrantee's use of the Waterbody or Dock Easement Area under this Master Easement Agreement.

7. Subgrantees. Subject to the provisions of this Section 7, Grantee is expressly permitted to partially assign Grantee's rights under this Master Easement Agreement (each an "Assignment of Dock Rights") to owners of Benefitted Lots and their successors and assigns (each a "Subgrantee"). Each Assignment of Dock Rights shall be memorialized in writing in substantially the form attached hereto as Exhibit B. Grantee agrees that it shall not convey title to any Benefitted Lot which has been improved with

a dock structure without contemporaneously delivering an Assignment of Dock Rights to the party acquiring title to the Benefitted Lot. Grantee acknowledges and agrees that, as provided by the provisions of the Master Dock Plan, Grantee shall be limited to a maximum of _____ Assignments of Dock Rights (the "Dock Limit"). Grantee further acknowledges that as result of the Dock Limit that the number of dock structures which may be permitted to be constructed within the Dock Easement Area is less than the number of platted lots adjacent to the Waterbody and that ownership of a platted lot adjacent to the Waterbody shall not create any right or entitlement to a dock structure associated with such platted lot.

8. Maintenance and Repair of Dock Structures; Remedies. Each Subgrantee as an owner of a Benefitted Lot shall repair and maintain the Dock Structure affixed to the subject Benefitted Lot in good condition and repair, at such Subgrantee's sole cost and expense, and if necessary shall replace said Dock Structure from time to time, in accordance with the specifications in which the Dock Structure was originally constructed. In the event that any Subgrantee fails to maintain, repair or replace the Dock Structure affixed to its Benefitted Lot as required by this section, the District shall have the right, but not the obligation, to perform such maintenance, repair or replacement at such Subgrantee's sole cost and expense, which such Subgrantee shall reimburse to the District within ten (10) days of written demand to such Subgrantee. In the event that the subject Subgrantee fails to reimburse the District as required by this section within such 10-day period, then the amount due by such Subgrantee to the District shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District shall have the right to record a lien in the public records of St. Johns County, Florida against title to the Benefitted Lot and/or such Subgrantee's interest in the Master Dock Easement and Dock Easement Area, to secure any amount owed by such Subgrantee to the District in accordance with this section, and to foreclose on such lien in accordance with Florida law.

9. Indemnification; Insurance

a. Each Subgrantee by receiving an Assignment of Dock Rights or by taking title to a Benefitted Lot improved with a Dock Structure, as applicable, agrees to and shall indemnify and hold harmless the District, and its supervisors, officers, and agents (all of the foregoing collectively, the "Indemnified Parties from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure affixed to such Subgrantee's Benefitted Lot. The subject Subgrantee's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on the subject Dock Structure or as a result of a person falling or jumping from the subject Dock Structure; (b) claims arising out of the utilization of the subject Dock Structure to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the subject Dock Structure; and (d) claims arising out of such Subgrantee's, its family, guests, contractors and subcontractors, and employees dumping of or discharging any debris or substance in the Waterbody.

b. Subgrantee's contractors (and their subcontractors, employees, and materialmen) performing work for Subgrantee in the Dock Easement Area pursuant to this Master Easement Agreement and any applicable Assignment of Dock Rights shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District.

10. Compliance with Laws, Rules and Policies. Grantee, for so long as it shall have any interest in the Dock Easement Area, and all Subgrantees, as to their respective interests in the Dock Easement Area, shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Master Easement Agreement and shall, upon request of the District, provide proof of such compliance.

11. Sovereign Immunity. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Master Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. Recovery of Costs and Fees. In the event either party is required to enforce this Master Easement Agreement by court proceedings or otherwise against the other party, then if successful, that party shall be entitled to recover from the other party against which recovery was sought reasonable attorneys' fees and paralegals' fees and costs.

13. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Master Easement Agreement.

14. Amendment. Amendments to and waivers of the provisions contained in this Master Easement Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

15. Assignment; Appurtenance. Except as specifically provided herein, neither the District, nor Grantee or any Subgrantee, may assign their rights, duties or obligations under this Master Easement Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void. Notwithstanding the prior sentence, upon the granting of an Assignment of Dock Rights to an initial Subgrantee in any instance, the Dock Easement under such Assignment of Dock Rights shall be an appurtenance to the title of such Subgrantee's Benefitted Lot.

16. Independent Contractor. In all matters relating to this Agreement, Grantee and each Subgrantee shall act as an independent contractor. Neither Grantee nor any Subgrantee, nor any individual employed by them in connection with the use of the Waterbody or the Dock Easement Area, are employees of the District under the meaning or application of any federal or state laws. Grantee and Subgrantees agree to assume all liabilities and obligations imposed by one or more of such laws with respect to itself and their employees in the use of the Waterbody and the Dock Easement Area. Grantee and Subgrantees shall have no authority to assume or create any obligation, express or implied, on behalf of the District, and Grantee and Subgrantees shall have no authority to represent the District as agent, employee or in any other capacity.

17. Notices. All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, 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 Grantee may deliver Notice on behalf of the District and Grantee. 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. Upon receipt of an Assignment of Dock Rights, Subgrantees shall immediately provide the District their names and addresses for the purpose of providing Notice consistent with this paragraph.

18. Interference by Third Party. The District shall be solely responsible for enforcing its rights under this Master Easement Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Master Easement Agreement.

19. Public Records. Grantee and Subgrantees acknowledge and agree that all documents of any kind relating to this Master Easement Agreement may be public records and shall be treated as such in accordance with Florida law.

20. Controlling Law and Venue. This Master Easement Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

21. Arm's Length Negotiation. This Master Easement Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Master Easement Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

22. Third Party Beneficiaries. This Master Easement Agreement is solely for the benefit of the parties hereto and, with the exception of Subgrantees who have received rights hereunder pursuant to an Assignment of Dock Rights, no right or cause of action shall accrue upon or by reason of, or for the benefit of any third party not a formal party to this Master Easement Agreement. Nothing in this Master Easement Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto and Subgrantees any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Master Easement Agreement; and all of the provisions, representations, covenants and conditions contained in this Master Easement Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

23. Effective Date; Term. This Master Easement Agreement shall become effective on the date first written above and shall continue in full force and effect until amended or terminated by the parties.

24. Authorization. The execution of this Master Easement Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has

complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Master Easement Agreement.

25. Severability. The invalidity or unenforceability of any one or more provisions of this Master Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Master Easement Agreement, or any part of this Master Easement Agreement not held to be invalid or unenforceable.

26. Headings for Convenience Only. The descriptive headings in this Master Easement Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Master Easement Agreement.

27. Counterparts. This Master Easement 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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

WITNESS

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

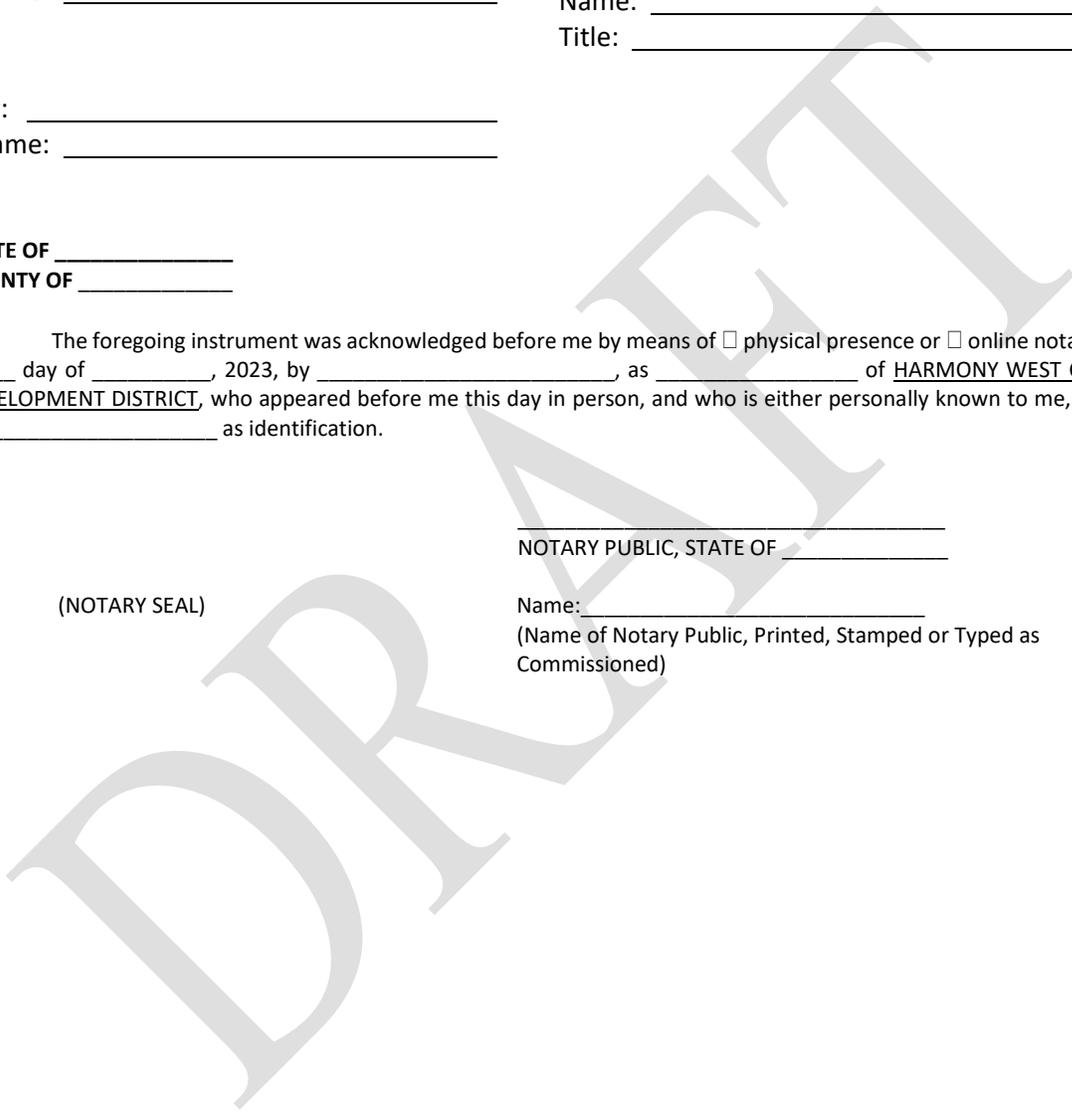
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[SIGNATURE PAGE TO MASTER DOCK EASEMENT AGREEMENT]

WITNESS

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

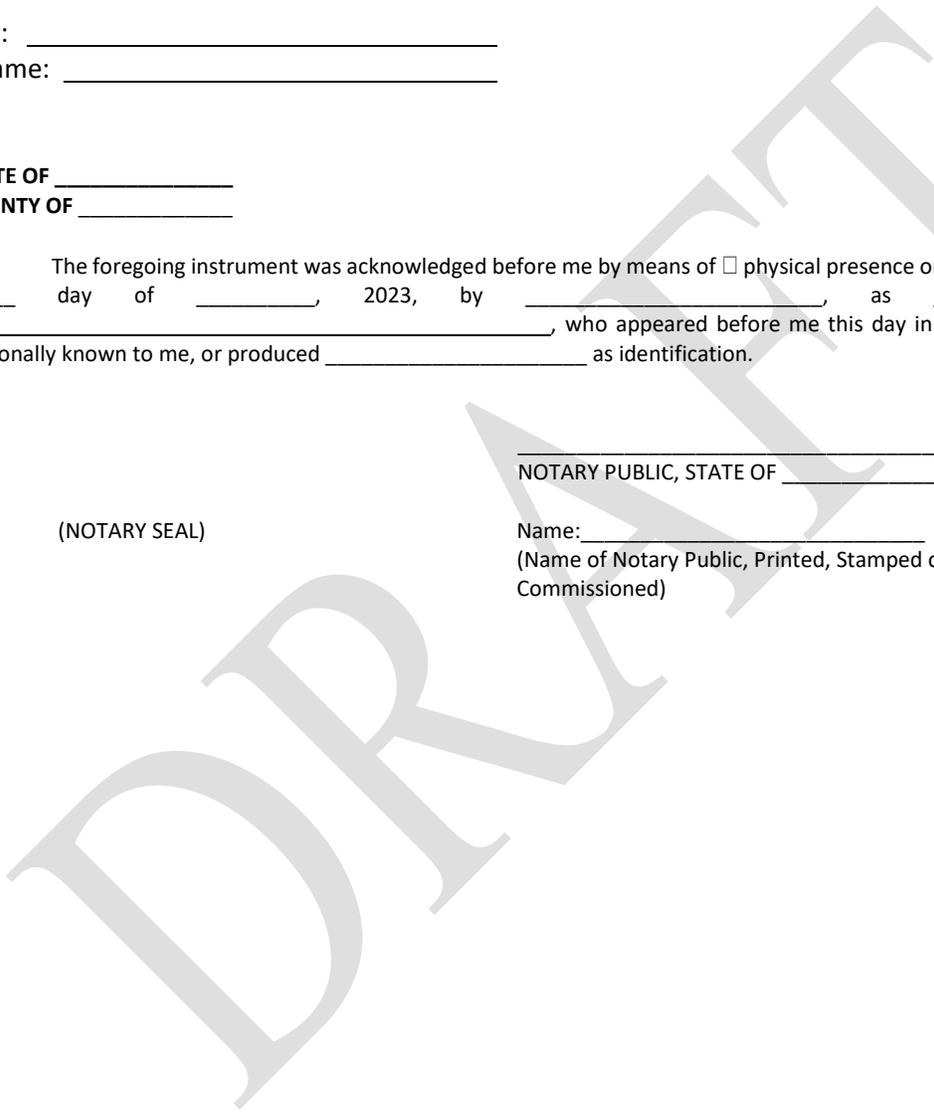


EXHIBIT "A"

MASTER DOCK PLAN

DRAFT

EXHIBIT "B"

FORM OF ASSIGNMENT OF DOCK RIGHTS

DRAFT

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4B

This instrument was prepared by:

(This space reserved for Clerk)

[Address]
[City, State, Zip]

Reference to the following recorded instrument
In the Public Records of Osceola County:
Master Dock Easement Agreement, Book ____, Page ____

**ASSIGNMENT OF DOCK RIGHTS FOR
LOT __ OF _____
PER PLAT BOOK ____, PAGES __ ET SEQ.,
OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA**

THIS ASSIGNMENT OF DOCK RIGHTS (the “**Assignment of Dock Rights**”) is made, executed, granted, imposed and declared this ____ day of ____, 20____, by __[**Insert Master Association Information**]
_____, a _____ (“**Grantor**”) to and in favor of _____
_____ and _____, as husband and wife, and as the Owner (as that term is defined below) of Lot __, _____, according to the plat thereof (the “**Plat**”) recorded in Plat Book ____, Pages __ et seq., of the Public Records of Osceola County, Florida (“**Benefitted Lot**”).

RECITALS

A. The term “**Owner**” shall collectively mean and refer to the individuals named in the introductory paragraph above, as the fee simple record owner of the Benefitted Lot (individually, referred to as the “**Initial Owner**”), and its successors in interest and assigns (the “**Subsequent Owner**”). The term “**Dock Structure**” shall refer to that certain private dock constructed in the Waterbody (hereafter defined) and located adjacent to the rear boundary line of the Benefitted Lot. Unless otherwise expressly provided herein capitalized terms used herein shall have the same meaning as those capitalized terms set forth in the Master Easement Agreement (hereafter defined).

B. The Harmony West Community Development District (the “**District**”) is the owner in fee simple of that certain waterbody and storm water management facility more particularly described as Tracts _____, on the Plat (the “**Waterbody**”).

C. The Waterbody is a component of the District’s master stormwater management system (the “**Stormwater Improvements**”) operated and maintained by the District pursuant to the provisions of that certain Permit No. _____ issued by the South Florida Water Management District (the “**Permit**”).

D. Grantor holds a perpetual, non-exclusive, divisible, and assignable easement over, within, and upon portions of the Waterbody for the purpose of, among other things, assigning Dock Easements (hereinafter defined), all as more particularly described in that certain Master Dock Easement Agreement dated _____, 20____, and recorded in Official Records Book _____, Page _____, of the public records of Osceola County, Florida (the “**Master Easement Agreement**”).

E. The Waterbody is adjacent to, and shares a common boundary line with, the Benefitted Lot. Grantor wishes to grant to the Owner of the Benefitted Lot certain rights to construct, repair, own, maintain and enjoy a Dock Structure located within the Waterbody.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Dock Easement.** Grantor does hereby give, grant, and convey to the Owner of the Benefitted Lot, and their successors and assigns, a perpetual, non-exclusive easement (the “**Dock Easement**”) over, within, and upon the Benefitted Lot’s Dock Easement Area (as hereinafter defined) for the purpose of permitting Owner to construct, repair, own, maintain, access and enjoy one (1) Dock Structure located within the Waterbody for the benefit of the Benefitted Lot. The granting of this Dock Easement constitutes a partial assignment of Grantor’s rights under the Master Easement Agreement to Owner, as a Subgrantee (as defined in the Master Easement Agreement), and pertaining only to that Dock Easement Area adjacent to the Benefitted Lot and, as such, is subject to all terms, conditions, and limitations of the Master Easement Agreement provided therein. The Dock Structure shall be located adjacent to the Benefitted Lot at the location in the Waterbody specified in **Exhibit A** attached hereto (the “**Benefitted Lot’s Dock Easement Area**”), which is located within the Dock Easement Area (as such term is defined the Master Easement Agreement).

3. **Compliance.** Notwithstanding anything herein to the contrary, Owner acknowledges and agrees that Owner’s rights hereunder are subject to all applicable laws, regulations, codes, permits (including but not limited to the Permit), the Master Easement Agreement (as a Subgrantee thereunder), and the Master Dock Plan, and Owner shall not exercise Owner’s rights under this Assignment of Dock Rights in a manner which is inconsistent with such applicable laws, regulations, codes, permits (including the Permit), the Master Easement Agreement, and/or Master Dock Plan.

4. **Appurtenance.** Upon the granting of this Assignment of Dock Rights to the Initial Owner, the Dock Easement shall be an appurtenance to the title of the Benefitted Lot and shall thereafter run with title to the Benefitted Lot upon conveyance of the Benefitted Lot to any Subsequent Owner. At the time of conveyance of the Benefitted Lot to a Subsequent Owner, any Subsequent Owners of the Benefitted Lot shall be deemed to be the easement holder hereunder to the same extent as if originally named herein.

5. **Subsequent Owners.** Recordation of a conveyance of the Benefitted Lot shall be deemed to be acceptance by a Subsequent Owner of all terms, conditions and requirements of this Assignment of Dock Rights, and it shall be the responsibility of a Subsequent Owner to determine whether the prior Owner of the Benefitted Lot is in compliance with this Assignment of Dock Rights and any applicable government permits, including the Permit, at the time of conveyance of the Benefitted Lot. Any transfer of this Assignment of Dock Rights is not an agreement of District that the Dock Structure is in compliance with the requirements of this Assignment of Dock Rights, Master Easement Agreement, or the Master Dock Plan.

6. **Amendment.** This Assignment of Dock Rights may not be amended except in writing signed by the fee simple Owner of the Benefitted Lot and the fee simple owner of the Waterbody.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Grantor has executed this Assignment of Dock Rights.

WITNESS

[MASTER ASSOCIATION INFORMATION]

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of the _____, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

JOINDER AND CONSENT OF OWNER

The undersigned Owner hereby joins in and consents to the Assignment of Dock Rights to which this joinder and consent is attached.

WITNESS

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

-and-

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, and _____, as owners of the Benefitted Lot, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4D

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
(561)571-0010

MEMORANDUM

Date: April 20, 2023
From: District Staff
To: District Board of Supervisors
Re: Dock Installation Policy

This memorandum sets forth a policy that would address certain residents' requests to install docks within District canals and in order to allow water access to Buck Lake. As you know, the District owns and operates the stormwater system and conservation areas serving the lands within the District, which connect to Buck Lake, and the District owns Buck Lake itself. The District must operate these improvements consistent with federal, state and local permits and other requirements, and in order to fulfill the District's obligations to its constituents and bondholders. Further, the District must operate Buck Lake subject to that certain *Declaration of Non-Exclusive Easement*, recorded at CFN# 2020022480, Book 5674, Page 1203 et seq. of the Public Records of Osceola County, Florida, as well as the District's *Buck Lake Management and Cost Sharing Agreement* between the District and Harmony Community Development District. That said, the policy set forth below is intended to balance both the desires of residents to install docks in order to access Buck Lake, as well as the responsibilities of the District to its constituents, bondholders and various regulatory authorities.

Dock Installation Policy

1. ***Application.*** Any resident ("**Applicant**") seeking a variance to install a dock within a District-owned canal and located adjacent to a resident lot shall make a written request to the District Manager, at the address set forth above, and provide the following items:
 - a. Dock application proposal including:
 - a. Homeowner contact information
 - b. Contractor contact information
 - c. Contractor proposal
 - d. Written construction/installation plan, showing estimated time of construction/installation and staging plan
 - e. Contractor certificate of insurance (with applicable endorsements), naming the District and its Supervisors and Staff as additional insureds

- f. Professional dock survey and engineered plan, showing among other things overhead and lateral views of dock as well as location of dock relative to full canal width and homeowner lot
 - g. Copies of approvals from all applicable regulatory authorities including but not limited to U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Osceola County, any applicable homeowners' association, etc.
 - b. Fully executed Dock Easement Agreement, signed by all legal owners of the Applicant's lot, in recordable form
 - c. \$500.00 application fee
 - d. In the event that the District anticipates that any District property may be damaged in the process of the construction/installation of the dock structure, a construction "**Deposit**" in an amount to be determined by the District Manager, in consultation with the District Engineer
- 2. **Conditions.** The Applicant shall comply with all provisions of the *Dock Easement Agreement* in exercising any rights under that agreement.
- 3. **Application Review/Approval.** District Staff will review the application for completeness and conformance with this policy and the *Dock Easement Agreement*, and to ensure that the dock structure would not adversely affect the functioning and/or maintenance of the District's improvements. Applications will be reviewed on a first-come, first-served basis, and may be denied for any or no reason in the District's sole discretion. Any approval by the District is solely for the purpose of granting an easement right consistent with the terms of the *Dock Easement Agreement*, and the District is not responsible for the design, permitting, construction, operation, or maintenance of the dock structure or any other matters of any kind relating to the dock structure. In no event shall any approval of the dock application by the District be deemed a representation or warranty by the District, or any supervisor, officer, staff member, or agent thereof, of the sufficiency or adequacy of the design of or materials to be incorporated into the Dock Structure or the compliance of the subject dock structure with any other applicable laws, regulations, codes, or permits which may be applicable to or required for construction of the dock structure. Approval of any project and/or Dock Structure by the District shall not waive any approvals which may be required of the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Osceola County, any applicable homeowners' association, or any other regulatory or similar authority of any kind.

Effective Date: April 20, 2023

This instrument was prepared by:

(This space reserved for Clerk)

[Address]

[City, State, Zip]

Record against the Benefitted Lot:

Lot ____, Block ____, _____,
according to the plat recorded in Plat Book ____ Pages
____ et seq., of the public records of Osceola County,
Florida

DOCK AGREEMENT

THIS DOCK AGREEMENT (“Agreement”) is made this ____ day of _____, 2023, by and between:

Harmony West Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**” or “**Grantor**”); and

_____, and _____, husband and wife (together, with their permitted respective successors and assigns hereunder, “**Grantee**”), who are Grantees of the following “**Benefitted Lot**.”

The real property described as Lot ____, Block ____, _____, according to the plat (the “**Plat**”) recorded in Plat Book ____ Pages ____ et seq., of the public records of Osceola County, Florida.

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure improvements within the Harmony West development; and

WHEREAS, the District is the Grantee of that certain conservation area, which includes a canal connected to Buck Lake, and which is more particularly described as Tract W1-B, according to the plat known as Villages at Harmony Phase 1B, Plat Book 29, pages 104 et seq., of the public records of Osceola County, Florida (“**Waterbody**”); and

WHEREAS, the Waterbody is a component of the District’s master storm water system, and is subject to various regulatory requirements (e.g., conservation easement, water management district permit, etc.); and

WHEREAS, as owner of the Benefitted Lot described above, Grantee has requested and the District has agreed to grant to Grantee a non-exclusive, assignable easement over, within, and upon the

portions of the Waterbody more particularly identified herein for the purpose of permitting Grantee to construct, repair, own, maintain, and enjoy the Dock Structure (hereinafter defined) located within the Waterbody for the benefit of the Benefitted Lot ("**Dock Easement**"); and

WHEREAS, the District and Grantee desire to set forth the terms of their mutual agreement regarding the Dock Easement granted to Grantee pursuant to this Agreement.

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 District and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Dock Easement. The District hereby grants and conveys to Grantee the Dock Easement over that portion of the Waterbody lying within an area bounded by the platted, rear boundary line of the Benefitted Lot and extending into the Waterbody a maximum distance of 25% of the width of the canal (as measured directly from the rear boundary line of the Benefitted Lot and then across the shortest distance to the other side of the canal) to accommodate the entirety of the Dock Structure ("**Dock Easement Area**"). The term "**Dock Structure**" shall refer to that certain private dock constructed in the Waterbody and located adjacent to the rear boundary line of the Benefitted Lot and within the Dock Easement Area. Subject to Grantee's compliance with the provisions of this Agreement, the Dock Easement shall permit Grantee the right to:

A. Construct, repair, own, maintain, and enjoy the Dock Structure within the Dock Easement Area provided that the same are located and constructed in accordance with the provisions of this Agreement;

B. Install, own, maintain, repair and replace, ramps, catwalks, pilings, if any, on the bottom of the Waterbody supporting Dock Structure and the component parts thereof as the same may be constructed, repaired, and reconstructed from time to time provided that the same are located within the Dock Easement Area; and

C. Access and cross those portions of the Waterbody lying outside of the Dock Easement Area for the purpose of constructing, repairing, maintaining, and reconstructing the Dock Structure located within the Dock Easement Area.

D. A maximum of one (1) Dock Structure may be constructed within the Dock Easement Area.

3. Conditions of the Dock Easement. The Dock Easement granted herein is subject to the following terms and conditions:

A. ***Project Application; Deposit.*** No Dock Structure shall be constructed, materially repaired, or reconstructed (any of these, a "**Project**") within the Dock Easement Area until Grantee satisfies the conditions of this paragraph, and any other applicable provisions of this Agreement. Prior to commencing a Project and accessing the Dock Easement Area, the Grantee shall provide the District with an application form, supporting documents, application fee, construction deposit ("**Deposit**"), and any

other items requested by the District. District Staff will review the application, and the District Manager shall then advise the applicant of the approval of the Project application, which may be denied in the District's sole discretion. In no event shall any approval of the Project application by the District be deemed a representation or warranty by the District, or any supervisor, officer, staff member, or agent thereof, of the sufficiency or adequacy of the design of or materials to be incorporated into the Dock Structure or the compliance of the subject Dock Structure with any other applicable laws, regulations, codes, or permits which may be applicable to or required for construction of the Dock Structure. Approval of any Project and/or Dock Structure by the District shall not waive any approvals which may be required of the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Osceola County, any applicable homeowners' association, or any other regulatory or similar authority of any kind, and Grantee shall be responsible at Grantee's own cost and expense for obtaining all such approvals.

B. **Project Completion; Inspection.** Upon completion of any Project, the Grantee shall notify the District in writing, and cooperate with the District in conducting an inspection of the Dock Easement Area within five business days after the completion of the Project. After the inspection of the Dock Easement Area, and at the District's request, the Grantee shall address any Restoration Work as provided in this Agreement. The District may use the Deposit to pay for any Restoration Work conducted by the District, and shall, upon completion of the Restoration Work to the District's satisfaction, return any unused portion of the Deposit to the Grantee or, if the cost of the Restoration Work incurred by the District is greater than the Deposit, shall use the Deposit money and charge the Grantee for any shortfall.

C. **Non-Exclusive Limited Rights; No Interference.** Grantee's access to and use of the Waterbody for the purposes contemplated by this Dock Easement are limited to the scope of the Dock Easement granted herein, and shall not interfere with Grantor's rights in the Dock Easement Area and/or Waterbody and to ensure the proper function of the District's stormwater system and other improvements.

D. **Ownership of Dock Structure and Responsibilities; Standard of Care.** Grantee shall own any Dock Structure, and shall be fully responsible for Grantee's cost for the design, permitting, construction, repair, maintenance, and reconstruction of the Dock Structure located within the Dock Easement Area pursuant to this Agreement. Grantee shall cause the Dock Structure to be designed, constructed, repaired, maintained and reconstructed in a sound, professional manner and consistent with the highest community standards.

E. **Approvals.** The Grantor, by entering into this Agreement, does not represent that the District has authority to provide any necessary approvals for the installation of the Dock Structure and/or any Project. Instead, the Grantee shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Osceola County, any applicable homeowners' association, or any other regulatory or similar authority of any kind.

F. **Maintenance.** Grantee shall repair and maintain the Dock Structure in good condition and repair, at Grantee's sole cost and expense, and if necessary shall replace said Dock Structure from time to time, in accordance with the specifications in which the Dock Structure was originally constructed. In the event that any Grantee fails to maintain, repair or replace the Dock Structure affixed to its Benefitted Lot as required by this section, the District shall have the right, but not the obligation, to perform such maintenance, repair or replacement at Grantee's sole cost and expense. If performed by the District, such Grantee shall reimburse the District within ten (10) days of written demand to such

Grantee. In the event that Grantee fails to reimburse the District as required by this section within such 10-day period, then the amount due by such Grantee to the District shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District shall have the right to record a lien in the public records of Osceola County, Florida against title to the Benefitted Lot and/or such Grantee's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by such Grantee to the District in accordance with this section, and to foreclose on such lien in accordance with Florida law.

G. **Due Care; Damage.** Grantee shall use all due care to access and use the Waterbody for the purposes contemplated by this Agreement without adverse impact and/or damage to the Dock Easement Area, the Waterbody, any other docks within the Waterbody, any of the District's stormwater structures or other improvements, the functionality of the Waterbody's drainage system, or any other property or improvements of any kind. Grantee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Grantee's use of the Waterbody or Dock Easement Area under this Agreement. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Dock Easement Area, the Waterbody or to adjacent property or improvements in the exercise of the rights granted herein, Grantee shall immediately notify the District. At the District's request, and at Grantee's sole cost and expense, Grantee shall promptly commence and diligently pursue the restoration ("**Restoration Work**") of the Dock Easement Area, Waterbody or other damaged property, to as nearly as practical the original condition and grade, including, without limitation, replacement and/or repair of any sod, irrigation, landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. Alternatively, the District may in its sole discretion elect to perform the Restoration Work and charge the Grantee for any cost and expense of the Restoration Work as provided for herein. In the event that Grantee fails to pay the District for any Restoration Work within 10 days of written request, then the amount due by such Grantee to the District shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District shall have the right to record a lien in the public records of Osceola County, Florida against title to the Benefitted Lot and/or such Grantee's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by such Grantee to the District in accordance with this section, and to foreclose on such lien in accordance with Florida law.

H. **Declaration of Non-Exclusive Easement; NO MOTORIZED VESSELS.** This Agreement is subject to the requirements of that certain *Declaration of Non-Exclusive Easement*, issued by Harmony West Community Development District and recorded at CFN# 2020022480, Book 5674, Page 1203 et seq. of the Public Records of Osceola County, Florida. Grantee agrees to familiarize itself with all such requirements thereunder or otherwise imposed by the Grantor. Further, and among other requirements, Grantee shall ensure that no motorized vessels are used within Buck Lake.

I. **Contractors and Subcontractors.** Grantee shall cause its contractors and/or subcontractors performing work relating to the Dock Structure to comply with the requirements of this Agreement by incorporating Grantee's obligations hereunder into any agreements with Grantee's contractors and/or subcontractors.

J. **Liens.** Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Dock Easement Area or other District property in connection with the exercise of its rights hereunder.

4. Indemnification. Grantee, for so long as it shall own the Benefitted Lot, hereby agrees to indemnify, defend and hold harmless the District and Forestar (USA) Real Estate Group, Inc. and their respective directors, employees, supervisors, officers, attorneys, engineers, managers, representatives and agents (all of the foregoing collectively, the “**Indemnified Parties**”) from and against any claims, losses or liabilities arising out of or related in any way to this Agreement and/or the exercise of the rights granted hereunder. The Grantee’s obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on or otherwise relating to the subject Dock Structure; (b) claims arising out of the utilization of the Dock Structure to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure; (d) claims arising out of such Grantee’s, its family, guests, contractors and subcontractors, and employees dumping of or discharging any debris or substance in the Waterbody; or (e) any other claims of any kind relating to the Dock Structure or this Agreement.

5. Insurance. Grantee’s contractors (and their subcontractors, employees, and materialmen) performing work for Grantee in the Dock Easement Area pursuant to this Dock Easement shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District. The District shall be a named additional insured on any such policies, and the Grantee shall provide copies of all applicable insurance certificates with policy endorsements evidencing the satisfaction of the requirements of this paragraph prior to commencing any work within the Dock Easement Area.

6. Compliance with Laws, Rules and Policies. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto, as well as any District rules and policies regulating the Waterbody, which may be modified or amended from time to time. Among other things, Grantee shall not discharge into or within the Dock Easement Area or Waterbody any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

7. Sovereign Immunity. Nothing herein shall be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature 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 the Doctrine of Sovereign Immunity or by operation of law.

8. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise against the other party, then if successful, that party shall be entitled to recover from the other party against which recovery was sought reasonable attorneys’ fees and paralegals’ fees and costs.

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

10. **Amendment.** 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.

11. **Assignment; Appurtenance.** Except as specifically provided herein, neither the District, nor Grantee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other; provided however, the Dock Easement shall be an appurtenance to the title of Grantee's Benefitted Lot. Any purported assignment without written authorization required herein shall be void.

12. **Independent Contractor.** In all matters relating to this Agreement, Grantee shall act as an independent contractor. Neither Grantee nor any individual or contractor employed by Grantee in connection with the use of the Waterbody or the Dock Easement Area, are employees of the District under the meaning or application of any federal or state laws. Grantee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to itself and their employees in the use of the Waterbody and the Dock Easement Area. Grantee shall have no authority to assume or create any obligation, express or implied, on behalf of the District, and Grantee shall have no authority to represent the District as agent, employee or in any other capacity.

13. **Notices.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, 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 Grantee may deliver Notice on behalf of the District and Grantee. 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.

14. **Interference by Third Party.** The District shall be solely responsible for enforcing its rights under this Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. **Public Records.** Grantee acknowledge and agree that all documents of any kind relating to this Agreement may be public records and shall be treated as such in accordance with Florida law.

16. **Controlling Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

17. Arm's Length Negotiation. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

18. 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 of, or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity 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 be binding upon the parties hereto and their respective representatives, successors and assigns.

19. Effective Date; Term. This Agreement shall become effective on the date first written above and shall continue in full force and effect until amended or terminated by the parties.

20. Termination. District shall have the right to terminate this Agreement, in addition to any other rights and remedies available to the District under this Agreement, at law or in equity, for any or no reason, and without incurring any liability. In the event that the District terminates this Agreement for any reason whatsoever, Grantee shall remove Grantee's Dock Structure within thirty (30) days of written notice from the District at Grantee's exclusive expense and restore the Dock Easement Area to its original condition. In the event the Grantee fails to remove Grantee's Dock Structure and complete restoration of the Easement Area within thirty (30) days of receipt of written notice of termination, the District may remove Grantee's Dock Structure and restore the Easement Area and invoice Grantee for any and all expenses incurred by District. If work is completed by the District, such Grantee shall reimburse the District within ten (10) days of written demand to such Grantee. In the event that Grantee fails to reimburse the District as required by this section within such 10-day period, then the amount due by such Grantee to the District shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District shall have the right to record a lien in the public records of Osceola County, Florida against title to the Benefitted Lot and/or such Grantee's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by such Grantee to the District in accordance with this section, and to foreclose on such lien in accordance with Florida law.

21. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Agreement.

22. 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.

23. 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.

24. 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Dock Agreement.

WITNESS

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, as _____ of the _____, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR DOCK AGREEMENT]

WITNESS

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

-and-

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, as _____ of the _____, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

5

**LICENSE AGREEMENT FOR ACCESS
(POOL CONSTRUCTION)**

This License Agreement for Access (“**Agreement**”) is entered into as of this ____ day of _____, 2023, by and among **Zulfiqar Ahmed and Lady Diana Ahmed** (together, “**Owner**”) and the Harmony West Community Development District (“**CDD**”), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, the Owner is the owner of Lot 350 (“**Lot**”), as per the plat of VILLAGES AT HARMONY PHASE 1C-2, which is recorded in Plat Book 30, pages 198 through 199, of the Public Records of Osceola County, Florida;

WHEREAS, the Owner desires to construct a pool (“**Project**”) in the backyard of the Lot and requires access through Tract SW-5 (“**License Area**”), as per the plat of VILLAGES AT HARMONY PHASE 1B, which is recorded in Plat Book 29, pages 104-112, of the Public Records of Osceola County, Florida;

WHEREAS, the Owner would use the License Area to bring materials for the pool construction from the rights-of-way adjacent to the License Area, through the License Area, and to the Lot;

WHEREAS, due to the CDD’s legal interests in the License Area, among other reasons, Owner requires the CDD’s consent before accessing the License Area; and

WHEREAS, the CDD has agreed to consent to the Owners’ use of the License Area, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License of Access.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to access the License Area and for the sole purpose of bringing materials for the pool construction from the rights-of-way adjacent to the License Area, through the License Area, and to the Lot (see **Exhibit A** for proposed route) (“**License**”). The License Area shall not be used for staging the Project, and the Owner shall use the License Area in a manner that will allow for the transfer of the necessary materials for the pool construction but will cause the least amount of damage and use of the License Area.

3. **Owner Responsibilities.**

- a. **Deposit.** Prior to commencing the Project and accessing the License Area, the Owner shall provide the District with the sum of Three Thousand Dollars (\$3,000.00), which shall serve as a deposit (“**Deposit**”).
- b. **Damage.** The Owner shall use all due care to protect the License Area and adjoining property from damage resulting from Owner’s Project and use of the License Area. In the

event that Owner, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the License Area or to adjacent property or improvements in the exercise of the License rights granted herein, Owner, at Owner's sole cost and expense, agrees to promptly commence and diligently pursue the restoration ("**Restoration Work**") of the License Area, adjoining property and/or the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, replacement and/or repair of any sod, irrigation, landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

- c. **Project Completion.**
 - i. Upon completion of the Project, the Owner shall notify the District in writing, and cooperate with the District in conducting an inspection of the License Area within three business days after the completion of the Project.
 - ii. After the inspection of the License Area, and at the District's request, the Owner shall perform the Restoration Work at Owner's sole cost and expense, and to the District's satisfaction, within 30 days of the District's request. Alternatively, the District may in its sole discretion elect to perform the Restoration Work and charge the Owner for any cost and expense of the Restoration Work.
 - iii. The District may use the Deposit to pay for any Restoration Work conducted by the District, and shall, upon completion of the Restoration Work to the District's satisfaction, return any unused portion of the Deposit to the Owner or, if the cost of the Restoration Work incurred by the District is greater than the Deposit, shall use the Deposit money and charge the Owner for any shortfall.
- d. **Insurance.** Owner and/or any contractors/subcontractors performing work for Owner on the License Area shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, and shall be in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death, and property damage. The District shall be a named additional insured on any such policies, and the Owner shall provide copies of all applicable insurance certificates with policy endorsements evidencing the satisfaction of the requirements of this paragraph prior to commencing the Project and accessing the License Area.
- e. **Laws.** Owner shall access and install the License Area in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the use of the License Area. Any rights granted hereunder shall be exercised by Owner only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Owner shall not discharge into or within the License Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- f. **Contractors and Subcontractors.** Owner shall cause its contractors and/or subcontractors performing work on the Project to comply with the requirements of this Agreement by incorporating Owner's obligations hereunder into any agreements with Owner's contractors and/or subcontractors.

- g. **Liens.** Owner shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the License Area or other District property in connection with the exercise of its rights hereunder.
- h. **Termination.** The Agreement shall terminate immediately upon the earlier of the time the Project is completed, or 30 days from the execution of this Agreement.

4. **Indemnification.** Owner agrees to indemnify, defend and hold harmless the District and Forestar (USA) Real Estate Group, LLC, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

5. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature 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 the doctrine of sovereign immunity or by operation of law.

6. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

7. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Zulfiqar Ahmed

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by **Zulfiqar Ahmed**. He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT]

Witnesses:

Owner

By: _____

By: _____

Lady Diana Ahmed

Print Name

By: _____

Print Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by **Lady Diana Ahmed**. She [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT]

Witnesses:

**Harmony West
Community Development District**

By: _____

By: _____

Print Name

Chair of the Board of Supervisors

By: _____

Print Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____, as _____ of the Board of Supervisors of the Harmony West Community Development District, on behalf of said district. He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

Exhibit A



HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

6

Harmony West Community Development District
c/o Craig Wrathell and
Chris Tyree
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
christyree@forestar.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

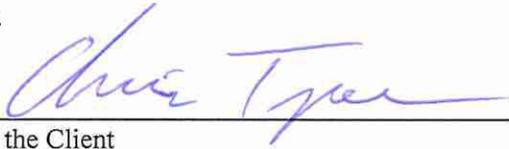
/s/ Jere Earlywine

Instructions

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

**KUTAK ROCK LLP
FEE AGREEMENT FOR
HARMONY WEST CDD**

I. PARTIES

THIS FEE AGREEMENT ("Fee Agreement") is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

- A. Harmony West Community Development District ("Client")
c/o Wrathell, Hunt and Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP ("KUTAK")
107 West College Avenue (32301)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.
- B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. FEES

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2023, hourly rates will be \$295 per hour for shareholders, \$265 per hour associates, \$235 per hour for contract attorneys and \$190 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2023, KUTAK will provide issuer's counsel services under a flat fee of \$38,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may

confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Fee Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

VII. EXECUTION OF FEE AGREEMENT

This Fee Agreement shall be deemed fully executed upon its signing by KUTAK and the Client. The contract formed between KUTAK and the Client shall be the operational contract between the parties.

VIII. ENTIRE CONTRACT

This Fee Agreement constitutes the entire agreement between the parties.

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Its: _____

Date: _____

KUTAK ROCK LLP

By:  _____

Jere L. Earlywine

Date: _____

ATTACHMENT A

KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Fee Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the Client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The Client is responsible for notifying the firm of any particular billing arrangements or procedures which the Client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

7A

DRAFT

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

The Members of Buck Lake Committee held a Meeting on March 17, 2022 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Cindy Cerbone	Harmony West CDD District Manager
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	Harmony West CDD District Counsel
Meredith Hammond (via telephone)	Harmony West CDD District Counsel
Chris Tyree (via telephone)	Harmony West CDD Representative
Angel Montagna (via telephone)	Harmony CDD District Manager
Teresa Kramer	Harmony CDD Representative
Jay Baker (via telephone)	Bio-Tech Consulting

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:36 a.m. Harmony CDD (HCDD) Board Member representative Teresa Kramer was present in person. Harmony West CDD (HWCCD) Board Member representative Chris Tyree was attending via telephone.

SECOND ORDER OF BUSINESS

**Review of Minutes from October 21, 2021
Committee Meeting**

Ms. Cerbone stated the Committee Meeting minutes were previously emailed to Ms. Kramer, who subsequently submitted edits, which are reflected in the enclosed redlined or blacklined version. It was agreed by the Committee that the minutes would be amended, placed in final form and presented at the HWCCD and HCDD meetings for approval.

THIRD ORDER OF BUSINESS

**Review of Annual Meeting Committee
Items**

38 Ms. Cerbone opined that the perfect time to meet would be in March of each year, if
39 the Committee Members were amenable. There were no objections.

40 **A. Financial Activity for Fiscal Year 2021**

41 Ms. Cerbone stated both the HWCDD and HCDD Committee Members and their
42 respective Boards agreed to split the Bio-Tech Consulting Inc. (Bio-Tech) consulting and
43 management costs. She called attention to the invoices included in the agenda packet. The first
44 is HWCDD's bill to HCDD for 50% of the Bio-Tech charges. The other three BTCL invoices are for
45 services rendered in April, May and August 2021. Mr. Rom confirmed that HCDD's payment in
46 the amount of \$1,420 was received.

47 **B. Current Year Treatment Plans and Funding Status**

48 Ms. Cerbone presented the Agreement for Environmental Maintenance Services
49 between HWCDD and BTCL in which both Committee Members previously agreed to
50 recommend to their respective Boards; the Agreement was executed. Ms. Cerbone called
51 attention to Section 5, on Page 3, entitled "Compensation; Term" and asked Ms. Kramer to
52 voice her concerns regarding lake maintenance services.

53 Ms. Kramer stated she recently surveyed the lake and saw no evidence of any
54 treatment; rather, several large banks of hyacinths have formed and Cuban bullrush has grown
55 substantially along with torpedo grass. She asked Mr. Baker when treatment would occur. Mr.
56 Baker stated that treatment has yet to commence, as Bio-Tech is awaiting approval for the
57 initial treatment. Mr. Tyree stated approval of the lake maintenance was delayed because he
58 wanted to make sure that the construction crews completed work behind the 60' lot pods; Bio-
59 Tech could commence lake maintenance. Mr. Baker would schedule a treatment of the lake
60 within two weeks.

61 Ms. Cerbone stated HWCDD will pay all the maintenance expenses for Fiscal Year 2022.
62 Regarding Fiscal Year 2023, specifically in the Agreement with HCDD and HWCDD, which
63 addresses the cost-sharing and sending invoices, Ms. Cerbone proposed sending invoices on a
64 quarterly basis, after confirming the service has been performed, as it would be more efficient
65 sending monthly invoices. The only missing invoice will be the \$1,200 December invoice. Asked

66 if this was acceptable, Ms. Montana, Ms. Kramer and Mr. Tyree had no objections to Ms.
67 Cerbone's suggestion.

68 **C. Buck Lake Management Plan**

69 Ms. Cerbone stated the Buck Lake Management Plan must be reviewed annually. She
70 asked if there were any questions or updates about the Plan that might be requested and/or
71 recommendations from Mr. Baker. Mr. Baker stated, once Bio-Tech commences maintenance,
72 it could better identify what changes are needed but the plan is currently valid as it is. Ms.
73 Kramer stated, although maintenance is pending, she had not noticed any other invasives that
74 need to be treated and voiced her opinion that the current Plan is sufficient. Mr. Tyree stated
75 he was fine with the Plan.

76 **D. Review of Buck Lake Policies**

77 Ms. Cerbone presented the HCDD & HWCDD Joint Policies For Use of Buck Lake and
78 stated the verbiage was fine-tuned from the HCDD policies, with a few added items. The
79 document has not changed since the October meeting. She asked if the Committee wanted to
80 make any changes to the Policies. Mr. Tyree had no changes. Ms. Kramer noted a few minor
81 spacing errors that she would address with Ms. Cerbone after the meeting. She the part of
82 Item #4 regarding exceptions for motorized boats. She felt it is appropriate to retain the word
83 "rescue" so as to include towing of boats.

84 Asked about a notice of some type of trolling, Ms. Kramer stated HCDD staff noticed
85 that some vessels are being put in more on the north side of the lake, in the areas that are
86 preparing to be developed. It appears that an individual has been putting in smaller boats with
87 electric trolling motors on the lake and, although they would be in compliance, she was not
88 sure if HWCDD is aware that someone has been traversing its lands. Mr. Tyree stated nobody
89 should be using the northern side without his permission and no one sought permission for
90 fishing purposes; anyone traversing on the northern property without his consent is trespassing
91 and would be prosecuted. Ms. Cerbone asked Mr. Rom to inform Mr. Mark Hills of this issue
92 and advised Ms. Kramer to promptly email her, Mr. Tyree and Mr. Hills the next time HCDD
93 staff notices such activity.

94

95 **FOURTH ORDER OF BUSINESS**

**Evaluation of Maintenance Services for
Fiscal Year 2023**

96
97

98 Regarding whether this related to consulting management services and not
99 maintenance, Mr. Rom stated it relates to both consulting and maintenance. Ms. Cerbone
100 stated that the email exchange between Management’s office and Mr. Baker is indicative of
101 Management Consulting and coordination and Mr. Baker’s position in the email was that the
102 CDD does not need to have an on-going Aquatic Management Consulting Agreement but rather
103 have a general coordination for meetings and correspondence, in a not-to-exceed amount of
104 \$3,300, based on 20 hours at \$165 per hour.

105 Ms. Cerbone asked Committee Members if they were comfortable recommending Mr.
106 Baker’s request to their respective Boards. Mr. Tyree and Ms. Kramer had no objections. In
107 response to Mr. Rom’s question regarding the need for a new agreement, Mr. Earlywine stated
108 an amendment to the agreement is warranted. Ms. Cerbone stated Staff would draft and send
109 an amended agreement to the Ms. Montagna and Ms. Kramer and it would be considered at
110 the next Committee meeting.

111

112 **FIFTH ORDER OF BUSINESS**

Committee Comments/Requests

113

114 There were no Committee comments or requests.

115

116 **SIXTH ORDER OF BUSINESS**

Next Meeting Date: _____

117

118 Ms. Cerbone stated that the next meeting would be held on March 16, 2023 at 11:00
119 a.m., instead of 10:30 a.m.

120

121 **SEVENTH ORDER OF BUSINESS**

Adjournment

122

123 There being nothing further to discuss, the meeting adjourned at 11:00 a.m.

124

125

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

126
127
128
129
130
131

Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

7B

January 17, 2023

Cindy Cerbone
Wrathell, Hunt and Associates, LLC - Boca Raton
2300 Glades Road
#410W
Boca Raton, Florida 33431

Proj: Harmony West Buck Lake - Maintenance
Re: Proposal for Environmental Services - (BTC Proposal No. 23-093)

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Harmony West Buck Lake - Maintenance in Osceola County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,
Jay Baker
Director

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101B
Tampa, FL 33634

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic
Management Operations
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES
HARMONY WEST BUCK LAKE - MAINTENANCE
BTC PROPOSAL No. 23-093**

1. MAINTENANCE MONTHLY - LAKESHORES (75-10)

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

NOTES: monthly=\$14,400.00 annually

Event Price: \$1,200.00

2. GENERAL PROJECT COORDINATION (65-0)

Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.

Hourly Not to Exceed Total Price: \$1,750.00

Bio-Tech Consulting, Inc.
Time & Materials Schedule

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$250.00/hour
Vice President/Directors	\$175.00/Hour
Project Manager	\$150.00/Hour
Wildlife Specialist	\$140.00/Hour
Field Biologist	\$130.00/Hour
Field Technician	\$105.00/Hour
GIS	\$110.00/Hour
Administrative	\$65.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:



John Miklos, President
Bio-Tech Consulting, Inc.

January 17, 2023

Date

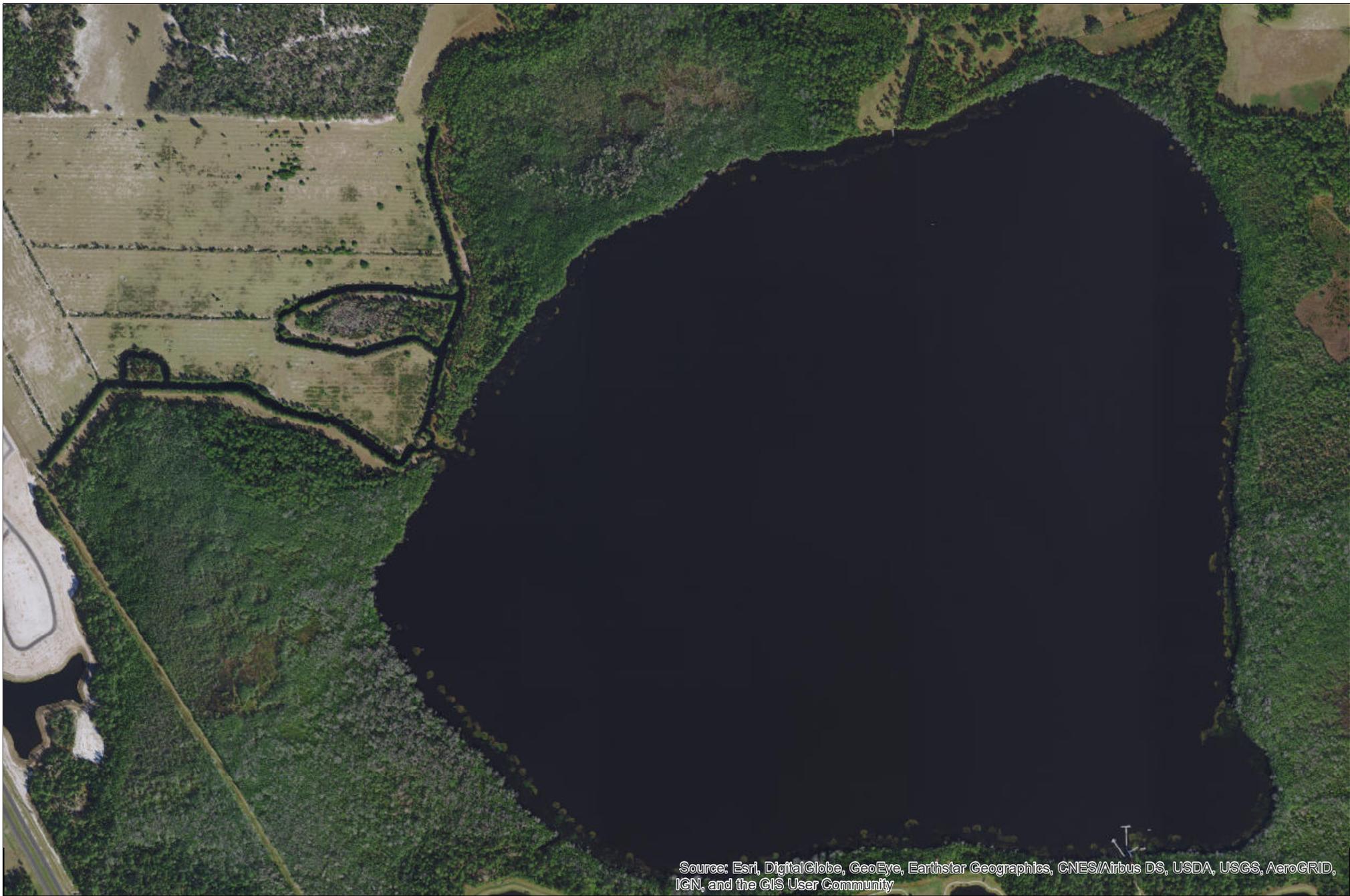
Authorized Signatory

Date

Billing Information: Name: _____
Title: _____
Company: _____
Address: _____

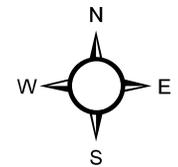
Phone: _____
Cell: _____
Fax: _____
E-mail: _____

Please check here if you prefer to receive a paper invoice



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

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



0 250 500 1,000
Feet

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

Bio-Tech Consulting, Inc.
General Contract Conditions

SECTION 1: RESPONSIBILITIES

1.1 Bio-Tech Consulting, Inc. heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

SECTION 5: BILLING AND PAYMENT

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility

to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

SECTION 9: INSURANCE

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13: GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

7C

Harmony West CDD

INVOICE

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

DATE: 27-Feb-2023
INVOICE # 022723
FOR: *Buck Lake Cost
Shared Expenses*

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

DESCRIPTION	AMOUNT
Aquatic Maintenance	\$ 2,400.00
TOTAL	\$ 2,400.00

Make all checks payable to Harmony West CDD



Bio-Tech Consulting Inc.

Environmental and Permitting Services

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

Invoice

Invoice #: 172075
Invoice Date: 2/23/2023
Project Manager: JEB
Project #: 1277-01 Ha...
Contract #: 21-1034

Bill To:

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

Project Name: Harmony West Buck Lake
(21-1034)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
1/16/2023	75-03	Initial Maintenance	3,500.00	3,500.00	3,500.00	0	100.00%	0.00
	75-10	Monthly Maintenance - Lakeshore	14,400.00	1,200.00	7,200.00	1	58.33%	1,200.00

We appreciate your business!

Current Charges	\$1,200.00
Payments/Credits	\$0.00
Invoice Total	\$1,200.00

Invoice

Invoice #: 170752
Invoice Date: 11/25/2022
Project Manager: JEB
Project #: 1277-01 Ha...
Contract #: 21-1034

Bill To:

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

Project Name: Harmony West Buck Lake
 (21-1034)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
10/24/2022	75-03	Initial Maintenance	3,500.00	3,500.00	3,500.00	0	100.00%	0.00
	75-10	Monthly Maintenance - Lakeshore	14,400.00	1,200.00	3,600.00	1	33.33%	1,200.00

We appreciate your business!

Current Charges	\$1,200.00
Payments/Credits	\$0.00
Invoice Total	\$1,200.00

Invoice

Invoice #: 171576
Invoice Date: 1/22/2023
Project Manager: JEB
Project #: 1277-01 Ha...
Contract #: 21-1034

Bill To:

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

Project Name: Harmony West Buck Lake
 (21-1034)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	75-03	Initial Maintenance	3,500.00	3,500.00	3,500.00	0	100.00%	0.00
	75-10	Monthly Maintenance - Lakeshore	14,400.00	1,200.00	4,800.00	2	50.00%	2,400.00
12/20/2022	75-10	Monthly Maintenance - Lakeshore				1		
11/15/2022	75-10	Monthly Maintenance - Lakeshore				1		

We appreciate your business!

Current Charges	\$2,400.00
Payments/Credits	\$0.00
Invoice Total	\$2,400.00

Daniel Rom

From: Montagna, Angel <Angel.Montagna@inframark.com>
Sent: Wednesday, March 08, 2023 10:18 AM
To: Daniel Rom; Teresa Kramer
Subject: RE: Minutes for Buck Lake Cmt on March 17, 2022

Daniel – Please see the dates of treatment from Bio-Tech.

- March 30, 2022.
- April 29, 2022.
- May 27, 2022.
- June 28, 2022.
- **July and August 2022: Bio-tech had problem with their boat engine and informed us through email that they will be not billing us both months.**
- September 13, 2022.
- November 29, 2022.
- **December 2022, no record.**

From: Daniel Rom <romd@whhassociates.com>
Sent: Wednesday, March 8, 2023 10:15 AM
To: Teresa Kramer <teresa@harmonyccd.org>
Cc: Montagna, Angel <Angel.Montagna@inframark.com>
Subject: RE: Minutes for Buck Lake Cmt on March 17, 2022

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Ok.

Thanks,

Daniel Rom
District Manager
E-Mail: romd@whhassociates.com
Wrathell, Hunt and Associates, LLC
[2300 Glades Road, Suite 410W](#)
[Boca Raton, FL 33431](#)
Phone: 561.571.0010
Toll Free: 877.276.0889
Fax: 561.571.0013
Cell: 561.909.7930
www.whhassociates.com

Daniel Rom

From: Teresa Kramer <teresa@harmonyccd.org>
Sent: Wednesday, March 08, 2023 10:38 AM
To: Daniel Rom; (ims) Montagna, Angel
Subject: Re: Bio-tech

This was the Feb 2023 trtmt. None in Jan 2023 and apparently none in Dec 2022. We had a serious build up of hyacinths in our canal

Get [Outlook for Android](#)

From: Teresa Kramer <teresa@harmonyccd.org>
Sent: Wednesday, March 8, 2023 10:30:56 AM
To: Daniel Rom <romd@whhassociates.com>; (ims) Montagna, Angel <Angel.Montagna@inframark.com>
Subject: Fwd: Bio-tech

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From: Perez, Brett <Brett.Perez@inframark.com>
Sent: Tuesday, February 28, 2023 2:32:03 PM
To: Teresa Kramer <teresa@harmonyccd.org>; Kerul Kassel <Kerul@harmonyccd.org>; Dan Leet <Dan@harmonyccd.org>; Jo Phillips <Jo@harmonyccd.org>
Cc: Castillo, Jeison <jeison.castillo@inframark.com>; Montagna, Angel <Angel.Montagna@inframark.com>
Subject: Fwd: Bio-tech

Good Afternoon,
Please see the email below from Jeison. Bio-Tech completed treatments today on Buck Lake. Thank you.

Get [Outlook for iOS](#)

From: Castillo, Jeison <jeison.castillo@inframark.com>
Sent: Tuesday, February 28, 2023 1:19:27 PM
To: Perez, Brett <Brett.Perez@inframark.com>; Montagna, Angel <Angel.Montagna@inframark.com>
Subject: Bio-tech

Good afternoon Brett,
Just an updated. They are here spraying, please see pictures attached. There is also someone out in the lake. They said we will see the difference after the 2nd-3rd spray.

Thank You,

Jeison Castillo | Field Services Manager



7360 Five Oaks Dr. | Harmony FL 34773

Office: 1.407.566.1935 | **Mobile:** 1-407-861-4460 | www.inframarkims.com







HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

8

FIRST ADDENDUM TO POND MAINTENANCE AGREEMENT

THIS FIRST ADDENDUM (“FIRST ADDENDUM”) is made and entered into this ___ day of April, 2023, by and between:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

BIO-TECH CONSULTING INC., a Florida corporation with offices located at 3025 East South Street, Orlando, Florida 32803 (“**Contractor**,” and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, irrigation, and other infrastructure; and

WHEREAS, the District and Contractor entered into that certain *Restated Agreement for Environmental Management Services*, dated October 1, 2022 (together, “**Agreement**”); and

WHEREAS, Section 21 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to include additional scope of services to Contractor’s general obligations (“**Additional Services**”) and amend the related provisions therein; and

WHEREAS, the Parties have the requisite authority to execute this First Addendum and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this First Addendum so that this First Addendum constitutes a legal and binding obligation of each of the Parties hereto.

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 District and Contractor agree as follows:

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

2. AFFIRMATION OF THE AGREEMENT. The District and Contractor agree that nothing contained herein shall alter or amend the Parties’ rights and obligations under the Agreement,

except to the extent set forth in Section 3 of this First Addendum. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

3. AMENDMENTS. Pursuant to Section 21 of the Agreement, the District and Contractor agree to amend the Agreement in accordance with the following terms:

A. Additional Scope of Services. The scope of services provided in the Agreement is hereby amended to include Additional Services provided in the proposal attached hereto as **Exhibit A**, for those service areas depicted in the map attached hereto as **Exhibit B**, both of which are incorporated herein.

B. Compensation. As total compensation for the Additional Services under this First Addendum, the District agrees to pay Contractor an additional monthly payment of Four Hundred Dollars (**\$400.00**) as provided in the proposal attached hereto as **Exhibit A**.

4. EFFECTIVE DATE. This First Addendum shall become effective on the date and year first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties execute this First Addendum on the day and year first written above.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

BIO-TECH CONSULTING INC., a Florida
corporation

Name: _____

Name: _____

- Exhibit A:** Additional Services
- Exhibit B:** Map of Additional Services

Exhibit A
Additional Services

PROPOSAL FOR ENVIRONMENTAL SERVICES
HARMONY WEST BUCK LAKE CANALS - MAINTENANCE
BTC PROPOSAL No. 23-451

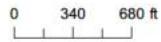
- 1. MAINTENANCE MONTHLY - CANALS/DITCHES (75-15)**
This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the canal/ditch areas. Maintenance events will occur monthly.
NOTES: \$400.00 per month for 12 months = \$4,800.00
Event Price: \$400.00

Exhibit B
Map of Additional Services



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Date Generated: 3/20/2023



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT
AMENDING THE GENERAL FUND PORTION OF THE BUDGET
FOR FISCAL YEAR 2023; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the Board of Supervisors (hereinafter referred to as the “Board”) of the Harmony West Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2023; and

WHEREAS, the Board desires to amend the General Fund portion of the budget previously approved for the Fiscal Year 2023.

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

Section 1. The Fiscal Year 2023 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 20th day of April, 2023.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2023**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
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**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Adopted Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/22	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 332,785				\$ 538,082
Allowable discounts (4%)	(13,311)				(21,523)
Assessment levy: on-roll - net	319,474	\$314,064	\$ 5,410	\$ 319,474	516,559
Assessment levy: off-roll	122,963	-	69,809	69,809	272,212
Developer contribution	1,765	-	-	-	-
Lot closings	-	53,154	-	53,154	-
Buck Lake management & consulting-cost share	2,175	1,420	755	2,175	2,175
Buck Lake maintenance-cost share	7,200	-	-	-	7,200
Total revenues	<u>453,577</u>	<u>368,638</u>	<u>75,974</u>	<u>444,612</u>	<u>798,146</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal - general counsel	15,000	3,248	8,000	11,248	25,000
Engineering	10,000	-	18,000	18,000	10,000
Audit	6,150	5,200	950	6,150	11,350
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	2,000
Trustee	5,250	-	5,250	5,250	10,500
Telephone	200	100	100	200	200
Postage	500	105	395	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	2,514	1,000	3,514	1,200
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	6,785	6,419	366	6,785	7,661
Contingencies	750	232	518	750	750
Website					
Hosting & maintenance	705	-	705	705	705
ADA compliance	210	-	210	210	210
Property appraiser	83	-	83	83	83
Tax collector	6,656	6,443	213	6,656	10,762
Total professional & administrative	<u>103,914</u>	<u>49,186</u>	<u>61,290</u>	<u>110,476</u>	<u>130,346</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Adopted Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/22	Projected through 9/30/2022		
EXPENDITURES (continued)					
Field operations and maintenance					
Field operations manager	5,000	1,500	3,500	5,000	6,000
Field operations accounting	1,750	875	875	1,750	1,750
Landscaping contract labor	187,255	78,023	109,232	187,255	310,000
Landscape consultant	-	-	-	-	12,000
Insurance: property	4,811	4,657	154	4,811	5,630
Porter services - dog park	4,920	-	4,920	4,920	4,920
Playground ADA mulch	2,500	-	-	-	4,000
Backflow prevention test	150	-	-	-	150
Irrigation maintenance/repair	5,000	1,522	3,478	5,000	7,000
Plants, shrubs & mulch	16,800	12,600	4,200	16,800	23,000
Annuals	25,000	16,832	6,400	23,232	44,000
Tree trimming	2,000	-	2,000	2,000	15,000
Signage	1,000	1,433	1,970	3,403	2,500
General maintenance	4,000	1,540	2,460	4,000	5,500
Fence/wall repair	1,500	-	1,500	1,500	4,000
Aquatic control - waterway	12,672	1,379	11,293	12,672	27,300
Fountain maintenance	-	-	1,500	1,500	2,000
Buck Lake management & consulting-cost share	2,900	135	2,765	2,900	3,300
Buck Lake maintenance-cost share	14,400	-	7,200	7,200	14,400
Wetland monitoring and maintenance	6,000	4,173	1,827	6,000	6,000
Electric:					
Irrigation	2,500	13,893	14,000	27,893	27,000
Street lights	28,000	12,758	15,242	28,000	28,000
Entrance signs	1,500	-	1,500	1,500	3,000
Palm tree lights	-	-	4,800	4,800	5,000
Fountain	-	-	-	-	12,000
Water- irrigation	20,000	3,584	16,416	20,000	35,000
Total field operations & maintenance	<u>349,658</u>	<u>154,904</u>	<u>212,857</u>	<u>372,136</u>	<u>608,450</u>
Total expenditures	<u>453,572</u>	<u>204,090</u>	<u>274,147</u>	<u>482,612</u>	<u>738,796</u>
Excess/(deficiency) of revenues over/(under) expenditures	5	164,548	(198,173)	(38,000)	59,350
Fund balance - beginning (unaudited)	119,321	148,328	312,876	148,328	110,328
Fund balance - ending (projected)					
Committed					
Assigned					
Playground	4,500	4,500	4,500	4,500	6,000
Sign and wall	3,000	3,000	3,000	3,000	4,000
3 months working capital	105,482	105,482	105,482	105,482	147,445
Unassigned	6,344	199,894	107,203	102,828	12,233
Fund balance - ending (projected)	<u>\$ 119,326</u>	<u>\$ 312,876</u>	<u>\$ 114,703</u>	<u>\$ 110,328</u>	<u>\$ 169,678</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC, specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community. This fee is inclusive of district management and recording services; however, it has been reduced by approximately 80% for the current fiscal year due to the reduced level of activity that is anticipated.</p>	
Legal - general counsel	25,000
<p>The District's Attorney provides on-going general counsel and legal representation. As such, they are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provides service as a "local government lawyer," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	10,000
<p>The District's Engineer provides a broad array of engineering, consulting and construction services, which assist in the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	11,350
<p>If certain revenue or expenditure thresholds are exceeded then Florida Statutes, Chapter 218.39 requires the District to have an independent examination of its books, records and accounting procedures.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Copies, agenda package items, etc.</p>	
Legal advertising	1,200
<p>The District advertises for monthly meetings, special meetings, public hearings, bidding, etc.</p>	
Annual district filing fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance: GL & POL	7,661
<p>The District carries public officials liability and general liability insurance. The limit of liability is set at \$1,000,000 for public officials liability.</p>	
Contingencies	750
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Tax collector	10,762
Total professional & administrative	<u>130,346</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations and maintenance

Field operations manager	6,000
Field operations accounting	1,750
Landscaping contract labor	310,000
Basic maintenance, irrigation inspection and fertilization/pest control	
Landscape consultant	12,000
Insurance: property	5,630
Porter services - dog park	4,920
Playground ADA mulch	4,000
Backflow prevention test	150
Irrigation maintenance/repair	7,000
Plants, shrubs & mulch	23,000
Annuals	44,000
Tree trimming	15,000
Signage	2,500
General maintenance	5,500
Fence/wall repair	4,000
Aquatic control - waterway	27,300
Fountain maintenance	2,000
Buck Lake management & consulting-cost share	3,300
Buck Lake maintenance-cost share	14,400
Wetland monitoring and maintenance	6,000
Electric:	
Irrigation	27,000
Street lights	28,000
Entrance signs	3,000
Palm tree lights	5,000
Fountain	12,000
Water- irrigation	35,000
Total field operations & maintenance	<u>608,450</u>
Total expenditures	<u><u>\$ 738,796</u></u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Adopted Budget FY 2023
	Adopted Budget FY 2022	Actual Through 3/31/2022	Projected Through 9/30/2022		
REVENUES					
Assessment levy: on-roll	\$ 472,437				\$ 568,598
Allowable discounts (4%)	(18,897)				(22,744)
Net assessment levy - on-roll	453,540	\$ 445,829	\$ 7,711	\$ 453,540	545,854
Assessment levy: off-roll	90,574	71,362	19,212	90,574	-
Interest	-	20	-	20	-
Total revenues	<u>544,114</u>	<u>517,211</u>	<u>26,923</u>	<u>544,134</u>	<u>545,854</u>
EXPENDITURES					
Debt service					
Principal	130,000	-	130,000	130,000	135,000
Interest	401,154	200,577	200,577	401,154	395,791
Tax collector	9,449	8,916	533	9,449	11,372
Total expenditures	<u>540,603</u>	<u>209,493</u>	<u>331,110</u>	<u>540,603</u>	<u>542,163</u>
Excess/(deficiency) of revenues over/(under) expenditures	3,511	307,718	(304,187)	3,531	3,691
Fund balance:					
Net increase/(decrease) in fund balance	3,511	307,718	(304,187)	3,531	3,691
Beginning fund balance (unaudited)	660,770	661,951	969,669	661,951	665,482
Ending fund balance (projected)	<u>\$664,281</u>	<u>\$ 969,669</u>	<u>\$ 665,482</u>	<u>\$ 665,482</u>	<u>669,173</u>
Use of fund balance:					
Debt service reserve account balance (required)					(430,093)
Interest expense - November 1, 2023					(195,111)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 43,969</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/22				197,895.63	197,895.63	7,740,000.00
05/01/23	135,000.00		4.125%	197,895.63	332,895.63	7,605,000.00
11/01/23				195,111.25	195,111.25	7,605,000.00
05/01/24	140,000.00		4.125%	195,111.25	335,111.25	7,465,000.00
11/01/24				192,223.75	192,223.75	7,465,000.00
05/01/25	155,000.00		4.750%	192,223.75	347,223.75	7,310,000.00
11/01/25				188,542.50	188,542.50	7,310,000.00
05/01/26	160,000.00		4.750%	188,542.50	348,542.50	7,150,000.00
11/01/26				184,742.50	184,742.50	7,150,000.00
05/01/27	170,000.00		4.750%	184,742.50	354,742.50	6,980,000.00
11/01/27				180,705.00	180,705.00	6,980,000.00
05/01/28	175,000.00		4.750%	180,705.00	355,705.00	6,805,000.00
11/01/28				176,548.75	176,548.75	6,805,000.00
05/01/29	185,000.00		4.750%	176,548.75	361,548.75	6,620,000.00
11/01/29				172,155.00	172,155.00	6,620,000.00
05/01/30	195,000.00		5.100%	172,155.00	367,155.00	6,425,000.00
11/01/30				167,182.50	167,182.50	6,425,000.00
05/01/31	205,000.00		5.100%	167,182.50	372,182.50	6,220,000.00
11/01/31				161,955.00	161,955.00	6,220,000.00
05/01/32	215,000.00		5.100%	161,955.00	376,955.00	6,005,000.00
11/01/32				156,472.50	381,472.50	6,005,000.00
05/01/33	225,000.00		5.100%	156,472.50	156,472.50	5,780,000.00
11/01/33				150,735.00	390,735.00	5,780,000.00
05/01/34	240,000.00		5.100%	150,735.00	150,735.00	5,540,000.00
11/01/34				144,615.00	394,615.00	5,540,000.00
05/01/35	250,000.00		5.100%	144,615.00	144,615.00	5,290,000.00
11/01/35				138,240.00	403,240.00	5,290,000.00
05/01/36	265,000.00		5.100%	138,240.00	138,240.00	5,025,000.00
11/01/36				131,482.50	406,482.50	5,025,000.00
05/01/37	275,000.00		5.100%	131,482.50	131,482.50	4,750,000.00
11/01/37				124,470.00	414,470.00	4,750,000.00
05/01/38	290,000.00		5.100%	124,470.00	124,470.00	4,460,000.00
11/01/38				117,075.00	422,075.00	4,460,000.00
05/01/39	305,000.00		5.250%	117,075.00	117,075.00	4,155,000.00
11/01/39				109,068.75	434,068.75	4,155,000.00
05/01/40	325,000.00		5.250%	109,068.75	109,068.75	3,830,000.00
11/01/40				100,537.50	440,537.50	3,830,000.00
05/01/41	340,000.00		5.250%	100,537.50	100,537.50	3,490,000.00
11/01/41				91,612.50	451,612.50	3,490,000.00

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/42	360,000.00		5.250%	91,612.50	91,612.50	3,130,000.00
11/01/42				82,162.50	462,162.50	3,130,000.00
05/01/43	380,000.00		5.250%	82,162.50	82,162.50	2,750,000.00
11/01/43				72,187.50	472,187.50	2,750,000.00
05/01/44	400,000.00		5.250%	72,187.50	72,187.50	2,350,000.00
11/01/44				61,687.50	481,687.50	2,350,000.00
05/01/45	420,000.00		5.250%	61,687.50	61,687.50	1,930,000.00
11/01/45				50,662.50	495,662.50	1,930,000.00
05/01/46	445,000.00		5.250%	50,662.50	50,662.50	1,485,000.00
11/01/46				38,981.25	508,981.25	1,485,000.00
05/01/47	470,000.00		5.250%	38,981.25	38,981.25	1,015,000.00
11/01/47				26,643.75	521,643.75	1,015,000.00
05/01/48	495,000.00		5.250%	26,643.75	26,643.75	520,000.00
11/01/48				13,650.00	533,650.00	520,000.00
05/01/49	520,000.00		5.250%	13,650.00	7,753,650.00	-
Total	7,740,000.00			6,854,691.25	22,334,691.25	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2023**

	<u>Amended Budget FY 2023</u>
REVENUES	
Assessment levy: off-roll	86,633
Total revenues	<u>86,633</u>
EXPENDITURES	
Debt service	
Principal	-
Interest	30,322
Cost of issuance	156,320
Underwriter's Discount	68,700
Total expenditures	<u>255,342</u>
Excess/(deficiency) of revenues over/(under) expenditures	(168,709)
OTHER FINANCING SOURCES/(USES)	
Bond proceeds	402,237
Original issue discount	(33,149)
Total other financing sources/(uses)	<u>369,088</u>
Fund balance:	
Net increase/(decrease) in fund balance	200,379
Beginning fund balance (unaudited)	-
Ending fund balance (projected)	<u>200,379</u>
Use of fund balance:	
Debt service reserve account balance (required)	(113,746)
Interest expense - November 1, 2023	(86,633)
Projected fund balance surplus/(deficit) as of September 30, 2023	<u><u>\$ -</u></u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/23				30,321.59	30,321.59	3,435,000.00
11/01/23				86,633.13	86,633.13	3,435,000.00
05/01/24	55,000.00		4.125%	86,633.13	141,633.13	3,380,000.00
11/01/24				85,498.75	85,498.75	3,380,000.00
05/01/25	55,000.00		4.125%	85,498.75	140,498.75	3,325,000.00
11/01/25				84,364.38	84,364.38	3,325,000.00
05/01/26	60,000.00		4.125%	84,364.38	144,364.38	3,265,000.00
11/01/26				83,126.88	83,126.88	3,265,000.00
05/01/27	60,000.00		4.125%	83,126.88	143,126.88	3,205,000.00
11/01/27				81,889.38	81,889.38	3,205,000.00
05/01/28	60,000.00		4.125%	81,889.38	141,889.38	3,145,000.00
11/01/28				80,651.88	80,651.88	3,145,000.00
05/01/29	65,000.00		4.125%	80,651.88	145,651.88	3,080,000.00
11/01/29				79,311.25	79,311.25	3,080,000.00
05/01/30	70,000.00		4.125%	79,311.25	149,311.25	3,010,000.00
11/01/30				77,867.50	77,867.50	3,010,000.00
05/01/31	70,000.00		5.000%	77,867.50	147,867.50	2,940,000.00
11/01/31				76,117.50	76,117.50	2,940,000.00
05/01/32	75,000.00		5.000%	76,117.50	151,117.50	2,865,000.00
11/01/32				74,242.50	74,242.50	2,865,000.00
05/01/33	80,000.00		5.000%	74,242.50	154,242.50	2,785,000.00
11/01/33				72,242.50	72,242.50	2,785,000.00
05/01/34	85,000.00		5.000%	72,242.50	157,242.50	2,700,000.00
11/01/34				70,117.50	70,117.50	2,700,000.00
05/01/35	85,000.00		5.000%	70,117.50	155,117.50	2,615,000.00
11/01/35				67,992.50	67,992.50	2,615,000.00
05/01/36	90,000.00		5.000%	67,992.50	157,992.50	2,525,000.00
11/01/36				65,742.50	65,742.50	2,525,000.00
05/01/37	95,000.00		5.000%	65,742.50	160,742.50	2,430,000.00
11/01/37				63,367.50	63,367.50	2,430,000.00
05/01/38	100,000.00		5.000%	63,367.50	163,367.50	2,330,000.00
11/01/38				60,867.50	60,867.50	2,330,000.00
05/01/39	105,000.00		5.000%	60,867.50	165,867.50	2,225,000.00
11/01/39				58,242.50	58,242.50	2,225,000.00
05/01/40	110,000.00		5.000%	58,242.50	168,242.50	2,115,000.00
11/01/40				55,492.50	55,492.50	2,115,000.00
05/01/41	115,000.00		5.000%	55,492.50	170,492.50	2,000,000.00
11/01/41				52,617.50	52,617.50	2,000,000.00
05/01/42	125,000.00		5.000%	52,617.50	177,617.50	1,875,000.00
11/01/42				49,492.50	49,492.50	1,875,000.00
05/01/43	130,000.00		5.000%	49,492.50	179,492.50	1,745,000.00
11/01/43				46,242.50	46,242.50	1,745,000.00
05/01/44	135,000.00		5.300%	46,242.50	181,242.50	1,610,000.00
11/01/44				42,665.00	42,665.00	1,610,000.00
05/01/45	145,000.00		5.300%	42,665.00	187,665.00	1,465,000.00
11/01/45				38,822.50	38,822.50	1,465,000.00

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/46	150,000.00		5.300%	38,822.50	188,822.50	1,315,000.00
11/01/46				34,847.50	34,847.50	1,315,000.00
05/01/47	160,000.00		5.300%	34,847.50	194,847.50	1,155,000.00
11/01/47				30,607.50	30,607.50	1,155,000.00
05/01/48	170,000.00		5.300%	30,607.50	200,607.50	985,000.00
11/01/48				26,102.50	26,102.50	985,000.00
05/01/49	175,000.00		5.300%	26,102.50	201,102.50	810,000.00
11/01/49				21,465.00	21,465.00	810,000.00
05/01/50	185,000.00		5.300%	21,465.00	206,465.00	625,000.00
11/01/50				16,562.50	16,562.50	625,000.00
05/01/51	195,000.00		5.300%	16,562.50	211,562.50	430,000.00
11/01/51				11,395.00	11,395.00	430,000.00
05/01/52	210,000.00		5.300%	11,395.00	221,395.00	220,000.00
11/01/52				5,830.00	5,830.00	220,000.00
05/01/53	220,000.00		5.300%	5,830.00	225,830.00	-
Total	3,435,000.00			3,431,157.84	6,866,157.84	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments - 2018 Bond Area					
Product/Parcel	Units	FY 2023			FY 2022
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	251	\$ 867.87	\$ 778.64	\$ 1,646.51	\$ 1,428.61
SF 50'	297	867.87	973.29	1,841.16	1,623.26
SF 60'	72	867.87	1,167.95	2,035.82	1,817.92
Total	620				

Off-Roll Assessments - 2023 Bond Area - Phases 2A & 2B					
Product/Parcel	Units	FY 2023			FY 2022
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	126	\$ 815.80	\$ 342.73	\$ 1,158.53	\$ 49.85
SF 50'	73	815.80	418.88	1,234.69	49.85
SF 60'	26	815.80	495.04	1,310.85	49.85
Total	225				

Off-Roll Assessments - Future Bond Area - Phases 2C Through 2J					
Product/Parcel	Units	FY 2023			FY 2022
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	414	\$ 95.74	\$ -	\$ 95.74	\$ 49.85
SF 50'	426	95.74	-	95.74	49.85
SF 60'	86	95.74	-	95.74	49.85
Total	926				

GRAND TOTAL **1,771**

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

10

**FISCAL YEAR 2022/2023 DEFICIT FUNDING AGREEMENT
FOR ADDITIONAL SERVICES**

This *Fiscal Year 2022/2023 Deficit Funding Agreement for Additional Services* ("**Agreement**") is made and entered into this 20th day of April 2023, by and between:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in unincorporated Osceola County, Florida ("**District**"), and

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, and whose mailing address is 10700 Pecan Park Blvd., Suite 150, Austin, Texas 78750 ("**Developer**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2022 ("**FY 2022 Budget**") and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund the FY 2022 Budget; and

WHEREAS, the District intends to amend its FY 2022 Budget ("**Amended FY 2022 Budget**") to include additional services ("**Additional Services**"), as outlined in **Exhibit A**, and the Developer has agreed to fund the cost of such Additional Services, subject to the terms of this Agreement.

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. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Additional Services as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District.

To repay any Developer Contributions made hereunder, the District agrees to take all reasonably necessary steps to adopt a budget and promptly levy operations and maintenance

assessments to repay the Developer Contributions in the fiscal year beginning October 1, 2022. Within 30 days of receipt of such future assessments, the District shall repay the Developer Contributions. The parties recognize and agree that any such repayment shall be subject to the District's successful and lawful completion of its budget and assessment processes. In the event that the District is unable to successfully and lawfully complete its budget and assessment processes to secure funding to repay the Developer Contributions, after taking reasonable actions to do so, then the District shall have no repayment obligation hereunder.

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

3. **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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal 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 formal 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.

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

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among 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 the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement 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: _____

EXHIBIT A: Amendment to FY 2022 Budget

EXHIBIT A: Amendment to FY 2022 Budget

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (ASSESSMENT AREA TWO); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (ASSESSMENT AREA TWO); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; 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 previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two), in the par amount of \$3,435,000 (“Series 2023 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2023 Bonds on February 28, 2023; and

WHEREAS, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2023 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2023 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds,

and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of April, 2023.

ATTEST:

**HARMONY WEST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

12A



**Request for proposal
Harmony West CDD**

To: Mark Hills

From: Daniel Srein

Date: 01/18/23

Re: Reclaimed water mainline issue at Botanic Blvd/Crispin Cir

Quantity	DESCRIPTION	Unit cost	Extended Cost
40hrs	Tap into existing lines to reconnect cut off irrigation to mainline (Install valves, fittings, etc.) Install sleeve and lines under new access construction road	\$65.00	\$2600.00
2 days	Mini excavator	\$450.00	\$900.00
80ft	4" PVC Sleeve (20ft sections)	\$188.11	\$752.44
80ft	2.5" PVC Line (20ft sections)	\$79.07	\$316.29
4"	Gate valve	\$165.00	\$165.00
1	Valve box	\$25.00	\$25.00
		Total:	\$4758.23

Sign For approval:

Daniel Srein
Dsrein@unitedlandservices.com
Cell: 407-702-9765

Daniel Rom, District Manager 2.6.2023









HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

12B



April annuals rotation

Date 3/10/2023

Customer

Property Harmony West CDD | Botanic Blvd & Adler Rd | St Cloud, FL 34773

PO #

Replace annuals with a summer mix according to the contract. Beds will be amended during this rotation as well

Default Group

Property Improvements

Items	Quantity	Unit	Price/Unit	Price
4" Annual Standard	3,200.00	4" Pot	\$2.00	\$6,400.00
Property Improvements:				\$6,400.00
PROJECT TOTAL:				\$6,400.00

Terms & Conditions

By Daniel Srein

Date 3/10/2023 United Land Services

By William Fife

Date Mar 10, 2023 Harmony West CDD

Harmony April annuals rotaion #26963

Final Audit Report

2023-03-10

Created:	2023-03-10
By:	Daniel Rom (romd@whhassociates.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALXP-PG3xIBiPlcYDmwwZJan1TYisiJaY

"Harmony April annuals rotaion #26963" History

-  Document created by Daniel Rom (romd@whhassociates.com)
2023-03-10 - 3:59:15 PM GMT - IP address: 8.17.47.234
-  Document emailed to William Fife (williamfife@forestar.com) for signature
2023-03-10 - 3:59:49 PM GMT
-  Email viewed by William Fife (williamfife@forestar.com)
2023-03-10 - 5:35:53 PM GMT - IP address: 174.228.231.60
-  Document e-signed by William Fife (williamfife@forestar.com)
Signature Date: 2023-03-10 - 5:36:24 PM GMT - Time Source: server- IP address: 174.228.231.60
-  Agreement completed.
2023-03-10 - 5:36:24 PM GMT

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

12C

CONTRACT ADDENDUM

The following provisions govern the agreement between the Harmony West Community Development District and United Land Services, Inc., dated January 6, 2023 ("Agreement"), which is attached hereto as **Exhibit A**:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials (if any) furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. 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. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
3. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit 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.
4. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
5. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
6. **PUBLIC RECORDS.** 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*.
7. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
8. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
9. **E-VERIFY.** 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the 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.
10. **CONFLICTS.** To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

IN WITNESS WHEREOF, the parties execute the foregoing Addendum.

UNITED LAND SERVICES, INC.


By: JOHN BORLAND
Its: BRANCH MANAGER

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT


By: William Fife
Its: Vice Chair

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements



Proposal for Additional Work: 000

1/6/2023

To: Harmony West CDD

RE: Walking Trails one time Clean up

United Land Services is pleased to provide the following proposal for the above referenced project. Our price is based upon the following work to be performed:

Description	QTY	Rate	Amount
One time clean up of the 3 Walking Trails as discussed During inspection.	1		\$1,880.00
Remove some of the undergrowth & trim some of the trees along canal behind the clubhouse	1		\$2,250.00
Total Cost of Additional Work -			\$4,130.00

Please contact me with any questions or if you need additional information

Sincerely,

John Gordon
JohnGordon@unitedlandservices.com
Cell: 407-520-0189

Approved: W. Gordon
Date: 1/17/2023

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2023**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2023**

	General Fund	Debt Service Fund Series 2018	Debt Service Fund Series 2023	Capital Projects Fund Series 2018	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS						
Cash	\$ 577,380	\$ -	\$ -	\$ -	\$ -	\$ 577,380
Investments						
Revenue	-	664,158	-	-	-	664,158
Reserve	-	430,094	113,746	-	-	543,840
Capitalized interest	-	-	30,321	-	-	30,321
Construction	-	-	-	7	25,388	7
Cost of issuance	-	-	1,650	-	-	1,650
Due from Developer	-	-	45	-	-	45
Due from Forestar Real Estate G	102,998	-	-	-	-	102,998
Due from Harmony CDD	2,400	-	-	-	-	2,400
Utility deposit	9,095	-	-	-	-	9,095
Prepaid expense	10,076	-	-	-	-	10,076
Total assets	<u>\$ 701,949</u>	<u>\$ 1,094,252</u>	<u>\$ 145,762</u>	<u>\$ 7</u>	<u>\$ 25,388</u>	<u>\$ 1,941,970</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable on-site	\$ 468	\$ -	\$ -	\$ -	\$ -	\$ 468
Accounts payable off-site	866	-	45	-	-	911
Due to Developer	-	-	20,049	-	-	20,049
Landowner advance	3,300	-	-	-	-	3,300
Total liabilities	<u>4,634</u>	<u>-</u>	<u>20,094</u>	<u>-</u>	<u>-</u>	<u>24,728</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	105,398	-	-	-	-	105,398
Total deferred inflows of resources	<u>105,398</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>105,398</u>
Fund balances:						
Restricted						
Debt service	-	1,094,252	125,668	-	-	1,219,920
Capital projects	-	-	-	7	25,388	7
Committed						
Playground	6,000	-	-	-	-	6,000
Sign and wall	4,000	-	-	-	-	4,000
3 months working capital	147,445	-	-	-	-	147,445
Unassigned	434,472	-	-	-	-	434,472
Total fund balances	<u>591,917</u>	<u>1,094,252</u>	<u>125,668</u>	<u>7</u>	<u>25,388</u>	<u>1,811,844</u>
Total liabilities and fund balances	<u>\$ 701,949</u>	<u>\$ 1,094,252</u>	<u>\$ 145,762</u>	<u>\$ 7</u>	<u>\$ 25,388</u>	<u>\$ 1,941,970</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 8,456	\$ 509,395	\$ 516,556	99%
Assessment levy: off-roll	-	101,159	272,210	37%
Buck Lake mgmt & consulting cost-share	-	-	2,175	0%
Buck Lake maintenance cost-share	-	-	7,200	0%
Total revenues	<u>8,456</u>	<u>610,554</u>	<u>798,141</u>	76%
EXPENDITURES				
Professional & administrative				
Management fees	4,000	20,000	48,000	42%
Legal - general counsel	1,429	3,315	25,000	13%
Engineering	125	788	10,000	8%
Audit	-	-	11,350	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination fee	167	833	2,000	42%
Trustee	-	-	10,500	0%
Telephone	17	83	200	42%
Postage	10	21	500	4%
Printing & binding	42	208	500	42%
Legal advertising	-	1,023	1,200	85%
Annual district filing fee	-	175	175	100%
Insurance	-	6,863	7,661	90%
Contingencies	-	-	750	0%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,790</u>	<u>34,224</u>	<u>119,501</u>	29%

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations and maintenance				
Field operations manager	500	2,500	6,000	42%
Field operations accounting	146	729	1,750	42%
Landscaping contract labor	-	53,462	310,000	17%
Landscaping consultant	-	-	12,000	0%
Insurance: property	-	5,098	5,630	91%
Porter services - dog park	-	800	4,920	16%
Playground ADA mulch	-	-	4,000	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	-	-	7,000	0%
Plants, shrubs & mulch	-	-	23,000	0%
Annuals	-	-	44,000	0%
Tree trimming	-	-	15,000	0%
Signage	-	-	2,500	0%
General maintenance	410	8,400	5,500	153%
Fountain maintenace	-	580	2,000	29%
Fence / wall repair	-	-	4,000	0%
Aquatic control - waterway	1,190	2,365	27,300	9%
Wetland monitoring & maintenance	400	400	6,000	7%
Buck lake mgmt & consulting cost-share	-	290	3,300	9%
Buck lake maintenance cost-share	1,200	1,200	14,400	8%
Electric:				
Irrigation	2,718	8,772	27,000	32%
Street lights	3,538	14,044	28,000	50%
Entrance signs	116	591	3,000	20%
Palm tree lights	-	-	5,000	0%
Fountain electricity	3,704	14,694	12,000	122%
Water irrigation	923	3,013	35,000	9%
Canal clean out	21,150	21,150	-	N/A
Walking trails clean out	4,130	4,130	-	N/A
Total field operations and maintenance	<u>40,125</u>	<u>142,218</u>	<u>608,450</u>	23%
Other fees & charges				
Property appraiser	-	-	83	0%
Tax collector	169	10,123	10,762	94%
Total other fees & charges	<u>169</u>	<u>10,123</u>	<u>10,845</u>	93%
Total expenditures	<u>46,084</u>	<u>186,565</u>	<u>738,796</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	(37,628)	423,989	59,345	
Fund balances - beginning	629,545	167,928	110,328	
Fund balances - ending				
Playground	6,000	6,000	6,000	
Sign and wall	4,000	4,000	4,000	
3 months working capital	147,445	147,445	147,445	
Unassigned	434,472	434,472	12,228	
Fund balances - ending	<u>\$ 591,917</u>	<u>\$ 591,917</u>	<u>\$ 169,673</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, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 8,932	\$ 538,096	\$ 545,854	99%
Interest	1,859	7,710	-	N/A
Total revenues	<u>10,791</u>	<u>545,806</u>	<u>545,854</u>	100%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	-	197,896	395,791	50%
Tax collector	178	10,693	11,372	94%
Total debt service	<u>178</u>	<u>208,589</u>	<u>542,163</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	10,613	337,217	3,691	
Fund balances - beginning	<u>1,083,639</u>	<u>757,035</u>	<u>665,482</u>	
Fund balances - ending	<u><u>\$ 1,094,252</u></u>	<u><u>\$ 1,094,252</u></u>	<u><u>\$ 669,173</u></u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Debt service		
Cost of issuance	154,715	155,378
Total expenditures	154,715	155,378
 Excess/(deficiency) of revenues over/(under) expenditures	(154,715)	(155,378)
 OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	402,236	402,236
Original issue discount	(33,149)	(33,149)
Underwriter's discount	(68,700)	(68,700)
Total other financing sources	300,387	300,387
Net change in fund balances	145,672	145,009
Fund balances - beginning	(20,004)	(19,341)
Fund balances - ending	\$ 125,668	\$ 125,668

**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, 2023**

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

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>3,007,376</u>	<u>3,007,376</u>
Total expenditures	<u>3,007,376</u>	<u>3,007,376</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (3,007,376)	 (3,007,376)
 OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	<u>3,032,764</u>	<u>3,032,764</u>
Total other financing sources/(uses)	<u>3,032,764</u>	<u>3,032,764</u>
 Net change in fund balances	 25,388	 25,388
Fund balances - beginning	<u>-</u>	<u>-</u>
Fund balances - ending	<u>\$ 25,388</u>	<u>\$ 25,388</u>

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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 19, 2023 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Robyn Bronson	Assistant Secretary
John Wiggins	Assistant Secretary
Roger Van Auker	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Cindy Cerbone (via telephone)	Wrathell, Hunt and Associates LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Cynthia Wilhelm (via telephone)	Bond Counsel
Mark Hills	Field Operations Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:32 a.m. Supervisors Bronson, Wiggins and Van Auker were present in person. Supervisors Tyree and Fife were not present.

Mr. Rom stated Ms. Robyn Bronson was elected at the recent Landowners’ Meeting and the Oath of Office was administered prior to the start of today’s meeting.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor Robyn Bronson [Seat 1] *(the following will be provided in a separate package)*

39 This item was addressed during the First Order of Business. Ms. Bronson is already
40 familiar with the following:

- 41 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 42 **B. Membership, Obligations and Responsibilities**
- 43 **C. Financial Disclosure Forms**
 - 44 **I. Form 1: Statement of Financial Interests**
 - 45 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 46 **III. Form 1F: Final Statement of Financial Interests**
- 47 **D. Form 8B: Memorandum of Voting Conflict**

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49 **FOURTH ORDER OF BUSINESS**

Update: Bio-Tech Consulting, Inc., Baseline Mitigation Monitoring Report

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52 This item was presented following Tenth Order of Business.

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54 **FIFTH ORDER OF BUSINESS**

Presentation of Supplemental Engineer’s Report

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57 Mr. Earlywine stated the Supplemental Engineer’s Report addresses the 2023 project,
58 which is basically Phases 2A and 2B plus Botanic Boulevard Phase 2. The 2023 assessment area,
59 which is the area being referred to, consists of 225 residential homes with all the anticipated
60 infrastructure as well as the Boulevard, roads, utilities and stormwater ponds. The District
61 Engineer estimated the cost at \$12.8 million and his opinion is the same as in past reports,
62 wherein, he believes, the project is easy to construct and the cost estimate is reasonable and in
63 line with market conditions.

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65 **On MOTION by Mr. Wiggins and seconded by Mr. Van Auker, with all in favor,**
66 **the Supplemental Engineer’s Report dated January 2023, in substantial form,**
67 **was approved.**

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70 **SIXTH ORDER OF BUSINESS**

Presentation of Supplemental Special Assessment Methodology Report

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72 Mr. Rom presented the Supplemental Special Assessment Methodology Report dated
73 January 19, 2023. He highlighted the pertinent data in the Report, including the Capital
74 Improvement Plan (CIP), financing plan, benefit allocation, assigning bond assessments,
75 lienability tests and the Appendix Tables.

76 Mr. Earlywine recommended approval in substantial form for financing purposes.

77

**On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor,
78 the Supplemental Special Assessment Methodology Report dated January
79 2023, in substantial form, was approved.**

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83 **SEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2023-04, Delegating to the Chairman of the Board of Supervisors of Harmony West Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Harmony West Community Development District Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two), as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2023 Bonds") in Order to Finance The Assessment Area Two Project; Establishing the Parameters for the Principal Amounts, Interest Rates, Maturity Dates, Redemption Provisions and Other Details Thereof; Approving the Form of and Authorizing the Chairman to Accept the Bond Purchase Contract for the Series 2023 Bonds; Approving a Negotiated Sale of the Series 2023 Bonds to the Underwriter; Ratifying the Master Trust Indenture and Approving the Form of Second Supplemental Trust Indenture and Authorizing the Execution and Delivery Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent and Registrar for the Series 2023 Bonds; Approving the Form of the Series 2023 Bonds; Approving the Form Of and

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112 **Authorizing The Use of the Preliminary**
113 **Limited Offering Memorandum and**
114 **Limited Offering Memorandum Relating to**
115 **the Series 2023 Bonds; Approving the Form**
116 **of the Continuing Disclosure Agreement**
117 **Relating to the Series 2023 Bonds;**
118 **Authorizing Certain Officers of the District**
119 **to Take All Actions Required and to**
120 **Execute and Deliver All Documents,**
121 **Instruments and Certificates Necessary in**
122 **Connection With the Issuance, Sale and**
123 **Delivery of the Series 2023 Bonds;**
124 **Authorizing the Vice Chairman and**
125 **Assistant Secretaries to Act in the Stead of**
126 **the Chairman or the Secretary, As The Case**
127 **May Be; Specifying the Application of the**
128 **Proceeds of the Series 2023 Bonds;**
129 **Authorizing Certain Officers of the District**
130 **to Take All Actions and Enter into All**
131 **Agreements Required in Connection With**
132 **The Acquisition and Construction of the**
133 **Assessment Area Two Project; and**
134 **Providing an Effective Date**
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136 Ms. Wilhelm presented Resolution 2023-04, which is the Delegated Award Resolution
137 and accomplishes the following:

- 138 ➤ Authorizes the Chair to enter into a Bond Purchase Contract, within the parameters that
139 the Board will approve, which are attached in Schedule I of the Resolution.
- 140 ➤ Approves the forms of certain documents needed to market, price and sell the bonds,
141 including the Bond Purchase Contract, Master Trust Indenture, First Supplemental Trust
142 Indenture, Preliminary Limited Offering Memorandum and Continuing Disclosure Agreement.

143 Ms. Wilhelm reviewed the Schedule I Parameters.
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On MOTION by Ms. Bronson and seconded by Mr. Wiggins, with all in favor, Resolution 2023-04, Delegating to the Chairman of the Board of Supervisors of Harmony West Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Harmony West Community Development District Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two), as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2023 Bonds") in Order to Finance The Assessment Area Two Project; Establishing the Parameters for the Principal Amounts, Interest Rates, Maturity Dates, Redemption Provisions and Other Details Thereof; Approving the Form of and Authorizing the Chairman to Accept the Bond Purchase Contract for the Series 2023 Bonds; Approving a Negotiated Sale of the Series 2023 Bonds to the Underwriter; Ratifying the Master Trust Indenture and Approving the Form of Second Supplemental Trust Indenture and Authorizing the Execution and Delivery Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent and Registrar for the Series 2023 Bonds; Approving the Form of the Series 2023 Bonds; Approving the Form Of and Authorizing The Use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum Relating to the Series 2023 Bonds; Approving the Form of the Continuing Disclosure Agreement Relating to the Series 2023 Bonds; Authorizing Certain Officers of the District to Take All Actions Required and to Execute and Deliver All Documents, Instruments and Certificates Necessary in Connection With the Issuance, Sale and Delivery of the Series 2023 Bonds; Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the Secretary, As The Case May Be; Specifying the Application of the Proceeds of the Series 2023 Bonds; Authorizing Certain Officers of the District to Take All Actions and Enter into All Agreements Required in Connection With The Acquisition and Construction of the Assessment Area Two Project; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2023-05, Setting Forth the Specific Terms of the District’s Special Assessment Revenue Bonds, Series 2023; Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds;

Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

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Mr. Earlywine presented Resolution 2023-05, which is the Final Assessment Resolution that will match up with the bond issue.

On MOTION by Mr. Wiggins and seconded by Ms. Bronson, with all in favor, Resolution 2023-05, Setting Forth the Specific Terms of the District’s Special Assessment Revenue Bonds, Series 2023; Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, authorizing Staff to update the Resolution along with the reports, was adopted.

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NINTH ORDER OF BUSINESS

Consideration of Forms of Issuer’s Counsel Documents

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Mr. Earlywine presented the following:

- 218 **A. Collateral Assignment Agreement**
- 219 **B. Completion Agreement**
- 220 **C. Declaration of Consent**
- 221 **D. Supplemental Disclosure of Public Finance**
- 222 **E. Notice of Special Assessments**
- 223 **F. True-Up Agreement**

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On MOTION by Mr. Wiggins and seconded by Ms. Bronson, with all in favor, the Collateral Assignment Agreement, Completion Agreement, Declaration of Consent, Supplemental Disclosure of Public Finance, Notice of Special Assessments and True-Up Agreement, all in substantial form, were approved.

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229 **TENTH ORDER OF BUSINESS** **Consideration of FMSbonds, Inc., Rule G-17**
230 **Disclosure Letter**

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232 Mr. Rom presented the FMSbonds, Inc., Rule G-17 Disclosure Letter.

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234 **On MOTION by Ms. Bronson and seconded by Mr. Wiggins, with all in favor,**
235 **the FMSbonds, Inc., Rule G-17 Disclosure Letter, was approved.**

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238 **▪ Update: Bio-Tech Consulting, Inc., Baseline Mitigation Monitoring Report**

239 **This item, previously the Fourth Order of Business, was presented out of order.**

240 Mr. Rom presented the Bio-Tech Consulting, Inc., Baseline Mitigation Monitoring
241 Report. Based on the report, everything is in order and on schedule with maintenance.

242

243 **ELEVENTH ORDER OF BUSINESS** **Ratification of United Land Services, Inc.,**
244 **Contract Addendum [Walking Trails Clean**
245 **Up]**

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247 Mr. Rom presented the United Land Services, Inc., Contract Addendum.

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249 **On MOTION by Mr. Van Auker and seconded by Mr. Wiggins, with all in favor,**
250 **the United Land Services, Inc., Contract Addendum for one-time clean up of**
251 **three walking trails, in the amount of \$4,130, was ratified.**

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254 **TWELFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
255 **Statements as of November 30, 2022**

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257 Mr. Rom presented the Unaudited Financial Statements as of November 30, 2022.

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259 **On MOTION by Ms. Bronson and seconded by Mr. Wiggins, with all in favor,**
260 **the Unaudited Financial Statements as of November 30, 2022, were accepted.**

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263 **THIRTEENTH ORDER OF BUSINESS** **Approval of December 15, 2022 Regular**
264 **Meeting Minutes**

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266 Mr. Rom presented the December 15, 2022 Regular Meeting Minutes.

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268 **On MOTION by Mr. Wiggins and seconded by Ms. Bronson, with all in favor,**
269 **the December 15, 2022 Regular Meeting Minutes, as presented, were**
270 **approved.**

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273 **FOURTEENTH ORDER OF BUSINESS**

Staff Reports

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

276 Mr. Earlywine requested Board approval of the following action:

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278 **On MOTION by Mr. Van Auker and seconded by Mr. Wiggins, with all in favor,**
279 **authorizing the CDD to acquire and for District Staff to put together the**
280 **necessary documents of any completed improvements in connection with the**
281 **approved 2023 Project, was approved.**

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

285 There was no report.

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

287 Mr. Hills reported the following:

288 ➤ Since early November, there has been no irrigation on the north side due to a damaged
289 meter.

290 ➤ The CDD’s as-builts and engineering plans were recently obtained and he met with the
291 landscapers, who will reinstall the meter and re-activate the irrigation.

292 ➤ Clearing the canals commenced.

293 A Board Member stated the CDD was recently fined \$300 for meter tampering and
294 Management’s office was able to have the fine waived.

295 Discussion ensued regarding the damaged meter, the as-builts and the pending
296 pipework.

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

298 There was no report.

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Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022 CANCELED	Regular Meeting	10:30 AM
November 17, 2022	Landowners' Meeting & Regular Meeting	10:30 AM
December 15, 2022	Regular Meeting	10:30 AM
January 19, 2023	Regular Meeting	10:30 AM
February 16, 2023 CANCELED	Regular Meeting	10:30 AM
March 16, 2023	Buck Lake Committee Meeting	10:00 AM
March 16, 2023 CANCELED	Regular Meeting	10:30 AM
April 20, 2023	Regular Meeting	10:30 AM
May 18, 2023	Regular Meeting	10:30 AM
June 15, 2023	Regular Meeting	10:30 AM
July 20, 2023	Regular Meeting	10:30 AM
August 17, 2023	Public Hearing & Regular Meeting	10:30 AM
September 21, 2023	Regular Meeting	10:30 AM