

HARMONY WEST

COMMUNITY DEVELOPMENT

DISTRICT

May 20, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Harmony West Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 13, 2021

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 May 20, 2021 at 1:30 p.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway (formerly 900 Shady Lane), Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Termination of General Counsel Services with Straley Robin Vericker
4. Consider Engagement of Hopping Green & Sams, P.A., for General Counsel Services [Jere Earlywine]
5. Discussion/Consideration: Buck Lake Related Items
 - A. Management and Cost Sharing Agreement (*for informational purposes*)
 - B. April 6, 2021 Buck Lake Committee Meeting Minutes (*for informational purposes*)
 - C. Bio-Tech Consulting Inc., Proposal No. 21-714 Aquatic Management and General Project Consulting
 - D. Buck Lake Maintenance Cost Information from Harmony CDD
 - Cost Details
 - Inspection/Treatment Dates
 - E. Bio-Tech Consulting Inc., Proposal No. 21-1034 for Environmental Services
6. Consideration of Resolution 2021-05, Relative to the Acceptance of Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System
7. Consider Authorization of District Staff to Draft and Publish Request for Proposals (RFP) for Landscape & Irrigation Maintenance Services

ATTENDEES:

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

NOTE: Street Name Change

8. Consideration of Resolution 2021-06, Approving Proposed Budget(s) for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
9. Consideration of Resolution 2021-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
10. Consideration of FY 2021 Deficit Funding Agreement
11. Consideration of Bio-Tech Consulting Inc., Proposal/Invoice
 - A. Proposal No. 20-580 for Environmental Services Monitoring & Maintenance
 - B. Invoice #154041 Phase 1 M&M
12. Discussion: Memorandum of Understanding, Section 448.095, *Florida Statutes*/E-Verify Requirements
13. Discussion: Maintenance of Billy’s Trail
14. Acceptance of Unaudited Financial Statements as of March 31, 2021
15. Approval of February 22, 2021 Regular Meeting Minutes
16. Staff Reports
 - A. District Counsel:
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. Field Operations Manager: *Association Solutions of Central Florida Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. 105 Registered Voters in District as of April 15, 2021
 - II. NEXT MEETING DATE: June 17, 2021 at 1:30 P.M.
 - o QUORUM CHECK

ROBYN BRONSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
JOHN C. TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
ALEX MADISON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
COURTNEY POTTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
ROGER VAN AUKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

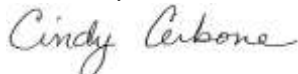
17. Board Members’ Comments/Requests

18. Public Comments

19. Adjournment

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

Sincerely,



Cindy Cerbone
District Manager

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 8518503

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

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**HOPPING GREEN & SAMS PA
FEE AGREEMENT
(HARMONY WEST CDD)**

I. PARTIES

THIS AGREEMENT is made and entered into by and between the following 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. Hopping Green & Sams PA (“**HGS**”)
119 South Monroe Street, Suite 300
P.O. Box 6526
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

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

- A. The Client agrees to employ and retain HGS as its attorney and legal representative for general counsel services.
- B. HGS 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. CLIENT FILES

The files and work product materials (“Client File”) of the Client generated or received by HGS 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 HGS for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that HGS may confidentially destroy or shred the Client File, unless HGS is provided a written request from the Client requesting return of the Client File, to which HGS will return the Client File at Client’s expense.

IV. FEES

- A. The Client agrees to compensate HGS for services rendered in connection with any matters covered by this Agreement according to the standard hourly billing rates for individual HGS lawyers plus actual expenses incurred by HGS in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference).
- B. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge

and experience. The proposed hourly rates are: \$305 per hour for shareholders, \$275 per hour for senior associates (4+ years of experience), \$250 per hour for junior associates, and \$160 per hour for paralegals. HGS's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time, but will not be increased by more than \$15 per year.

- C. HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy.

V. FLORIDA EXECUTIVE AND LEGISLATIVE BRANCH LOBBYING LAWS

Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that HGS represents Client on matters before executive branch agencies, or before applicable legislative entities, Client agrees to sign client consent forms required by Florida lobbying law and agrees to registration of HGS attorneys as lobbyists and the reporting of fees associated with such representation.

VI. BILLING AND PAYMENT

The Client agrees to pay HGS monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from HGS. HGS shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for HGS to immediately withdraw from the representation without regard to remaining actions necessitating attention by HGS as part of the representation.

VII. DEFAULT

In any legal proceeding to collect outstanding balances due under this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VIII. CONFLICTS

It is important to disclose that HGS represents a number of special districts, trustees (including U.S. Bank National Association ("**U.S. Bank**"), Regions Bank, and Wells Fargo National Association), bondholders, and other entities throughout Florida relating to community development districts and other special districts. HGS understands that Client may enter into an agreement with U.S. Bank or other trustee in connection with the issuance of bonds, and that Client may request that HGS simultaneously represent Client in connection with the issuance of bonds, while HGS is also representing U.S. Bank or other trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) HGS will be able to provide competent and diligent representation of Client, regardless of HGS' other representations, and (3) there is not a substantial risk that HGS' representation of Client would be materially limited by HGS' responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with HGS' representation of various special districts, trustees, bondholders, and other entities relating to community development districts and other special districts in Florida.

IX. TERMINATION

Either party may terminate this Fee Agreement at any time upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

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

XI. ENTIRE CONTRACT


This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

HARMONY WEST CDD

HOPPING GREEN & SAMS PA

By: _____

By:  _____

Its: Chairperson

Its: Vice President

Date: _____

Date: March 11, 2021

HOPPING GREEN & SAMS P.A.
CDD EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

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 \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

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 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

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

5A

Buck Lake Management and Cost Sharing Agreement

This Buck Lake Management and Cost Sharing Agreement (this “**Agreement**”) is made between the **Harmony Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes (“**Harmony**”) and **Harmony West Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes (“**Harmony West**”). Harmony and Harmony West are referred to collectively as the “**Districts**”.

Background Information:

The residential communities within the Districts are being developed to offer a range of recreational facilities for the residents of the Districts. The Districts have been granted the power to operate and maintain conservation areas, mitigation areas, wildlife habitat, and parks and facilities for indoor and outdoor recreational, cultural, and educational uses for residents of the Districts pursuant to Chapter 190, Florida Statutes, and their respective enabling ordinances.

A recreational lake known as “**Buck Lake**” is located adjacent to the Districts and is depicted and described in **Exhibit A** attached hereto and also described in that certain Development Order for Birchwood Development of Regional Impact, adopted by the Board of County Commissioners for Osceola County, Florida on September 14, 1992, and recorded on February 16, 1995, in Book 1240, Page 1448, et. seq., of the Official Records of Osceola County, Florida, as amended from time to time. Buck Lake has been historically maintained for the primary benefit of the residents within the Districts to enjoy its recreational features and provide wildlife habitat. The Districts were grantees in an easement to access and use Buck Lake. Subsequently, and subject to the above referenced easement, Harmony West was the grantee in a special warranty deed and is the fee simple owner of Buck Lake.

It is in the best interest of the Districts to coordinate the use and enjoyment of Buck Lake for their residents and share the costs associated with the operation and maintenance of the Buck Lake as described in this Agreement pursuant to Section 190.011(12), Florida Statutes. Section 190.012(1)(g), Florida Statutes provides that a district may operate and maintain facilities outside of its boundaries so long as the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located. This Agreement shall serve as such agreement and the proposed operation and maintenance of Buck Lake is consistent with Osceola County’s comprehensive plan.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties hereinafter recited, it is agreed as follows:

1. **Incorporation of Background Information and Exhibit.** The foregoing Background Information and exhibit are true and correct and are hereby incorporated into this Agreement by this reference.
2. **Effective Date and Term of Agreement:** This Agreement shall commence and become effective upon the date of the last district’s execution. This Agreement shall continue in full force and effect in perpetuity.

3. Ancillary Infrastructure related to Buck Lake.

- a. This Agreement is solely related to Buck Lake and not any “**Ancillary Infrastructure**” located adjacent to Buck Lake (including, but not limited to, access points, piers, docks, boardwalks, boats, boat ramps, parking and other such infrastructure).
- b. The Districts or other parties shall be responsible for operating, maintaining, repairing, replacing their portion of the Ancillary Infrastructure.

4. Buck Lake Committee.

- a. Harmony West shall create a Buck Lake Committee, that is advisory and has no decision-making authority, and be responsible for advertising any workshops or meetings of the committee. Additionally, Harmony West will be responsible for all administrative tasks associated with such committee including preparing minutes and maintaining public records.
- b. Harmony’s and Harmony West’s board of supervisors shall each appoint one of their supervisors to the committee. There shall be no other committee members.
- c. The Buck Lake Committee shall meet at least once a year (no later than May 1 of each year) to:
 - i. present a review of prior year financial activity
 - ii. confirm current year treatment plans and funding status
 - iii. Coordinate with vendors and staff to come up with a good faith estimate of the costs for the next fiscal year (“**Projected Costs**”) for the following services (“**Maintenance Services**”):
 1. Management of aquatic plant control (including, but not limited to, chemicals, labor, and equipment necessary for aquatic plant control)
 2. Installation or management of beneficial aquatic plantings
 3. Installation, repair, or replacement of directional or informational signage
 4. Management of nuisance animals or vegetation
 5. Repair or replacement of pond bank erosion
 6. Inspection, regulation, and management of the water quality
 7. Inspections and actions required for compliance of any applicable permit or regulatory requirements
 8. Any other services determined to be needed
 - iv. Propose, review, and make proposed updates or modifications to a “**Buck Lake Management Plan**” as further described below
 - v. Propose, review, and make proposed updates or modifications to the “**Buck Lake Policies**” as further described below
- d. The Buck Lake Committee shall submit the proposed Buck Lake Management Plan to Harmony and Harmony West.
- e. Harmony and Harmony West shall be responsible for directing and supporting the Buck Lake Committee and assisting with disbursement of information and encouraging education opportunities that promote sound environmental stewardship.

5. Buck Lake Management Plan.

- a. At a minimum the Buck Lake Management Plan shall include:
 - i. review of current conditions (including pond bank and any erosion concerns)
 - ii. identify aquatic plant species targeted for control
 - iii. proposed treatments

- iv. Projected Costs of the Maintenance Services
- v. contingency provisions
- b. The Districts shall adopt the Buck Lake Management Plan at a public meeting each year (either separately or at a joint meeting).
- c. No later than June 1 of each year, Harmony's and Harmony West's district manager shall certify in writing to each other the status of their district's adoption of the Buck Lake Management Plan.

6. Budgeting for Projected Costs.

- a. During the budget process for each fiscal year (beginning for the fiscal year of the Districts starting on October 1, 2020), Harmony's and Harmony West's board of supervisors will each adopt an annual budgeted amount to fund 50% of the Projected Costs for the Maintenance Services for Buck Lake and levy special assessments or allocate available funds to provide funding for such budgeted line item.
- b. Within 10 days after the adoption of the final budget for each fiscal year, Harmony's and Harmony West's district manager shall certify in writing to each other the amount of funds that have been appropriated for the upcoming fiscal year.

7. Cost sharing.

- a. Beginning for the fiscal year of the Districts starting on October 1, 2020, the Districts will each be responsible for 50% of the Maintenance Services for that fiscal year. At least 30 days prior to Harmony West scheduling any Maintenance Services to be performed, Harmony West shall provide to Harmony, via email or at the address listed below in the notice section, an itemized invoice that is properly dated, describes the services to be performed, and shows the actual costs associated with the services to be performed.
 - i. Notwithstanding the above, for non-routine Maintenance Services that are time sensitive and for areas 20 acres or less in size, Harmony West may schedule any Maintenance Services to be performed as soon as practicable and provide to Harmony notice of such services (along with an invoice) as soon as practicable.
- b. Harmony shall make payment to Harmony West within 30 days of receipt of an invoice from Harmony West. Payment shall be made payable to the "Harmony West Community Development District" at the address listed below in the notice section.
- c. In the event of a disagreement over the services performed or to be performed or the actual costs thereof, the performance of future services by Harmony West may be halted or withheld until agreement is reached between the Districts and the agreed upon actual costs are paid to Harmony West.
- d. If unforeseen circumstances cause the appropriated funds to be deficient and there are services required for the health, safety, and welfare then the Districts shall coordinate and come to an agreement on how to proceed and fund those necessary services.

8. Maintenance of Buck Lake.

- a. Harmony West may utilize third party vendors or its field management team (if any) in providing the Maintenance Services within the annual budget amounts.
- b. The Maintenance Services shall be performed in a timely and professional manner, in accordance with level of service standards established by the Buck Lake Management Plan and in accordance with local, State and Federal laws, rules, governmental regulations, ordinances, and best management practices.

- c. Harmony and Harmony West retain the right to fund independently and provide supplemental maintenance services of Buck Lake at their discretion, providing such activities are supported by best lake management practices for these public services and approved by Harmony West.
 - i. If either Harmony or Harmony West chooses to exercise these rights, the other district has no obligation to provide matching or supplemental funding.
 - ii. In the event that either Harmony or Harmony West chooses to independently provide and fund such services, the district agrees to provide notice to the other district at least 30 days prior to the commencement of any services.

9. Buck Lake Policies.

- a. The Buck Lake Committee shall be responsible for creating policies and/or regulations of which are applicable to the use of Buck Lake as such policies and/or regulations may be amended from time to time (“**Buck Lake Policies**”).
- b. At a minimum the Buck Lake Policies will:
 - i. Prohibit gas-powered boats for purposes other than rescue operations.
 - ii. Not treat residents of Harmony differently from residents of Harmony West.
- c. The Districts shall adopt the Buck Lake Policies at a public meeting each year (either separately or at a joint meeting).
- d. No later than June 1 of each year, Harmony’s and Harmony West’s district manager shall certify in writing to each other the status of their district’s adoption of the Buck Lake Policies.
- e. The Districts shall coordinate and ensure that their residents and their guests follow the Buck Lake Policies.

10. Compliance with Governmental Oversight and Reporting. The Districts shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder, including those now in effect and hereafter adopted. Within 3 business days following receipt, any district shall each promptly deliver and provide to the other district copies of any governmental notice of non-compliance, violation, warning, letters, electronic or other communication or inquiry of any type or kind relating to Buck Lake.

11. Relationship. The Districts are not partners, joint ventures’, employees or agents of the other district, and no one district shall have the authority to bind the other district.

12. Governmental Disputes and Enforcement of Agreement.

- a. In the event that either district is dissatisfied with the management or maintenance of Buck Lake or has any other disputes regarding Buck Lake, such district shall communicate in writing to the other district with their specific concerns.
- b. The Buck Lake Committee shall meet and provide recommendations to resolve any issues. The recommendations will be sent to the Districts for their review.
- c. Any disputes between the Districts shall be resolved in accordance with the Florida Governmental Conflict Resolution Act as outlined in Chapter 164, Florida Statutes, as it may be amended from time to time.
- d. Only after first attempting to resolve any disputes pursuant to the Florida Governmental Conflict Resolution Act, a district may avail themselves of any otherwise available legal rights. In the event either district is required to enforce this Agreement or any provision

hereof by court proceedings or otherwise, then the prevailing district shall be entitled to recover from the non-prevailing district all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

- e. Neither Districts nor any other person shall have the right to compel either district to exercise any action to utilize its ad valorem taxing power to increase legally available funds, or compel any other public authority or governmental body, to pay any amounts required to be paid pursuant to this Agreement.

13. Governing Law. This agreement shall be governed by Florida law with venue in Osceola County, Florida.

14. Public Records. The Districts understand and acknowledge that all documents of any kind relating to this Agreement may be subject to Chapter 119, Florida Statutes, Florida’s Public Records law, and shall be treated as such by the Districts in accordance with Florida law. As such, the Districts shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Records substantiating expenditures on behalf of the maintenance of Buck Lake shall be made available within 10 business days following receipt of request.

15. No Assumption of Liability. Neither district, its officers, employees and agents shall be deemed to assume any liability for the acts, omissions and negligence of the other district, its officers, employees and agents.

16. No Waiver of Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Districts, including their supervisors, officers, agents and employees, 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 benefits 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.

17. Notices: Whenever either party gives notice to the other, notice shall be sent to the addresses listed below. The Districts may change, by written notice as provided herein, the addresses or persons for receipt of notices or payments.

If to Harmony: c/o InfraMark, LLC
313 Campus Street
Celebration, Florida 34747

If to Harmony West: c/o Wrathell Hunt & Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431

18. Insurance. Harmony and Harmony West shall carry Commercial General Liability Insurance covering such district’s legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability arising out of or related to

this Agreement. Harmony and Harmony West shall provide the other district with the Certificate of Insurance evidencing compliance with this requirement. No district's certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within 30 days of prior written notice to the other district.

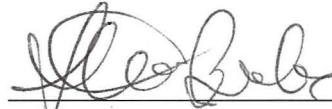
19. **No Violation of Bond Covenants.** Nothing contained in this Agreement shall operate to violate any of the covenants set forth in any document related to either Harmony or Harmony West issuance of tax-exempt bonds either in the past or in the future (the "**Bond Documents**"). In the event any or all of the obligations contained in this Agreement would constitute a violation of either district's bond covenants, trust indenture or other Bond Documents, as may be supplemented from time to time, the Districts agree to negotiate revisions to this Agreement to avoid such violations while maintaining the Districts' intent in entering into this Agreement.
20. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any district shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
21. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
22. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by the Districts.
23. **Assignments:** Neither Harmony nor Harmony West may assign this Agreement, nor any interest arising herein, without the written consent of the other.
24. **Ownership of Buck Lake is Non-Transferable.** Harmony West may not transfer its ownership interest in Buck Lake.
25. **Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Districts. This Agreement is solely for the benefit of the Districts and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Districts any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Districts and their respective representatives, successors, and assigns.
26. **Interpretation.** This Agreement has been negotiated fully between the Districts as an arms length transaction. The Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either district.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument

28. **Authority to Enter into this Agreement.** The execution of this Agreement has been duly authorized by the board of supervisors of the Districts, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Districts with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this agreement.

IN WITNESS WHEREOF, the Districts have approved and executed this Agreement on the dates written below.

**Harmony
Community Development District**



Steve Berube
Chair of the Board of Supervisors

Date: 7/25/2019

**Harmony West
Community Development District**



Richard Jerman
Chair of the Board of Supervisors

Date: 8/27/19

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

5B

DRAFT

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

The Members of Buck Lake Committee held a Meeting on April 6, 2021 at 3:00 p.m., at Johnston’s Surveying, Inc., 900 Shady Lane, Kissimmee, Florida 34744.

Present were:

Chris Tyree	Harmony West CDD Representative
Cindy Cerbone	Harmony West CDD District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	Harmony West CDD District Counsel
Wes Haber (via telephone)	Hopping Green & Sams
Teresa Kramer	Harmony CDD Representative
Kristen Suit (via telephone)	Harmony CDD District Manager
Tristan LaNasa (via telephone)	Harmony CDD District Counsel
Jay Baker	Bio-Tech Consulting
Jon Avance	Bio-Tech Consulting

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 3:00 p.m. According to the Buck Lake Management and Cost Sharing Agreement between Harmony CDD and Harmony West CDD, each CDD appointed a Board Member representative.

SECOND ORDER OF BUSINESS

Confirmation of Committee Members

Ms. Cerbone stated that Harmony West CDD (HWCCDD) appointed Chris Tyree and Harmony CDD (HCDD) appointed Teresa Kramer as their Board Member representatives; both were present in person.

THIRD ORDER OF BUSINESS

Discussion: Buck Lake Management and Cost Sharing Agreement

Ms. Cerbone presented the Buck Lake Management and Cost Sharing Agreement so that all in attendance may review the Agreement’s requirements, along with today’s meeting agenda. She believed that today’s meeting was the first official committee meeting on record. Ms. Kramer stated her understanding that some discussions occurred but she was unsure

40 whether a formal public meeting occurred. Ms. Suit stated a formal public meeting had not
41 occurred. Ms. Suit asked if Ms. Cerbone sent the Committee Meeting information to District
42 Counsel for HCDD. Ms. Cerbone stated she had not. She invited Ms. Suit to do so and stated
43 that she would do so following the meeting, if necessary.

44

45 **FOURTH ORDER OF BUSINESS**

**Discussion/ Recap of Maintenance Services
by HWCDD/HCDD**

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47

48 Ms. Cerbone stated the agenda included an item related to a discussion and recap of
49 maintenance services that might have occurred by either CDD and a discussion of current
50 conditions. This would be addressed by Mr. Baker and then the Committee Members and
51 District Managers would provide input. Before discussing the Management Plan and Policies,
52 background on where things stand today would be helpful, such as how HCDD might be utilizing
53 the lake and how HWCDD might plan to utilize the lake in the future.

54 **A. Prior Year Services**

55 Ms. Cerbone stated that HWCDD has not contracted with any company to do anything
56 specifically with Buck Lake; she believed the prior Developer had an agreement with Bio-Tech
57 to do some work; however, that Developer sold the land and is no longer involved with the
58 HWCDD and no longer on the HWCDD Board. To the best of her knowledge, the new Developer,
59 Forestar, would have been working with her if any new agreements were entered into.
60 Although the Committee would not be making any decisions, she asked Mr. Baker to provide a
61 proposal for consideration later in the meeting. She asked the Forestar representative to
62 confirm that Forestar had not done any lake work. Mr. Tyree stated Forestar had not.

63 Ms. Cerbone stated, on the HCDD side, she believed that some minimal types of work
64 might have been performed. Ms. Kramer stated that their Field Services Staff has been
65 maintaining the lake and performing monthly inspections. Two employees certified and
66 licensed to apply aquatic pesticides and herbicides have been managing the lake for quite a
67 while.

68 Ms. Cerbone asked if Ms. Kramer was referring to the portion of the lake closest to the
69 boundary of the HCDD or the entire lake. Ms. Kramer stated that HCDD had been treating the
70 entire lake because, for the longest time, HCDD was the only entity using the lake, so they

71 maintained the lake in its entirety, including maintaining vegetative buffers and preventing
72 encroachment into the lake.

73 Ms. Cerbone asked Ms. Suit to add any necessary information. She noted, for the
74 record, that was fine because, according to Page 4, Item 8 c of the Agreement, “Harmony and
75 Harmony West retain the right to fund independently and provide supplemental maintenance
76 services of Buck Lake at their discretion, providing such activities are supported by best lake
77 management practices for these public services”. Based on that statement, she believed that
78 nothing inappropriate happened, according to the Agreement.

79 Ms. Kramer stated she had been in discussions with Mr. Jerman for a considerable time
80 and they offered to be the lake maintenance entity and offered a cost share of \$600 from each
81 party. For whatever reason, to her knowledge, they never entered into a contract; her
82 understanding was that, in the past, HWCDD budgeted, \$500 a month for that service for this
83 fiscal year.

84 For the record, Ms. Cerbone stated that was not correct; a rough estimate of \$5,000 was
85 budgeted for the maintenance of Buck Lake but it did not specify what type of maintenance,
86 whether it would be environmental consulting, water treatment, littoral management; it was
87 just a line item for \$5,000. Ms. Kramer asked if that was \$5,000 for the year. Ms. Cerbone
88 responded affirmatively. Ms. Kramer stated that a proposal was presented to Mr. Jerman and,
89 evidently, he never responded to it.

90 Ms. Cerbone stated that was the reason for today’s Committee meeting. It was so that
91 each Committee Member may bring ideas and direction back to their CDD Boards for
92 consideration. She asked for any additional facts related to prior year services. There were
93 none.

94 **B. Current Conditions/Requirements: (Speaker: Bio-Tech Consulting, Inc.)**

95 Mr. Baker stated that his firm, like the HCDD field services staff members, was
96 previously contracted to maintain the lake with herbicide treatments. The biggest recurring
97 problem was water hyacinths, which would clog the canals and block access for fishing;
98 treatments were done to keep the canals clear. Ms. Kramer asked if that was done for HCDD.
99 Mr. Baker replied affirmatively. Ms. Kramer stated that those canals are the biggest problem
100 source of water hyacinths, requiring constant treatment. Mr. Baker concurred and stated that
101 treatments were done monthly, via airboat, and those treatments have not been done in at

102 least two years. He believed that, currently, HCDD field services staff members are conducting
103 the only lake management.

104 Mr. Baker stated the wetlands associated with Buck Lake are governed by an
105 Environmental Resource Permit (ERP), which requires the wetlands be preserved as mitigation
106 for some of the wetland impacts in Phase 1 of Harmony West. He presented an exhibit
107 depicting the seven transects that Bio-Tech monitors for the Water Management District
108 (WMD). Monitoring events are completed biannually, once in the dry season and once in the
109 wet season, and nuisance and exotic vegetation in those wetland areas are also addressed. The
110 WMD requires that the majority of the wetlands be kept free of nuisance and exotic vegetation;
111 some issues currently exist with old world climbing fern, Brazilian pepper and minor exotics
112 that occur at the edge of the lake. Ongoing monthly maintenance is completed and a report is
113 provided monthly.

114 Ms. Kramer asked if he was treating Caesar weed and mowing grass. Mr. Baker
115 responded affirmatively. Ms. Kramer stated that HCDD has the same issues.

116 Mr. Baker stated that the HCDD wetlands have conservation easements as well. Bio-
117 Tech performs the two monthly events and provides the WMD with a report at the end of the
118 year. It was currently year four of a five year requirement; at the end of those five years, the
119 last report will request a signoff from those monitoring requirements. If the WMD feels the
120 goals have been achieved, the monitoring and reporting requirements will be released but, in
121 the permitted language, maintenance necessary to ensure that nuisance and exotic vegetation
122 does not take over the wetlands must still be performed. So, theoretically, maintenance would
123 still be required, whether it is quarterly or how ever the needed frequency is determined.

124 Ms. Kramer asked if that level of maintenance was separate and apart from light
125 maintenance. Mr. Baker responded affirmatively and stated that other issues, known when
126 permitting the site, may include landfill, which the WMD may require to be removed at a
127 possible cost, in the future.

128 Ms. Cerbone noted this was a lake discussion, as opposed to a wetlands discussion; from
129 a lake perspective, it seemed the water hyacinths were the primary concern. She asked Mr.
130 Baker if, when he said it had been two years since his firm provided service, he meant that was
131 related to the lake. Mr. Baker responded affirmatively.

132 Ms. Kramer stated that, ever since Bio-Tech finished, the HCDD field operations staff has
133 been out maintaining the lake. Mr. Baker stated that mosquito fern and duckweed types of
134 floating vegetation were one of the biggest problems; however, water hyacinths were what
135 fishermen complained about the most. Those were not outside people but residents utilizing
136 the Buck Lake boat ramp.

137 Ms. Cerbone asked those in attendance if there was anything missing regarding the
138 current lake conditions, aside from what Mr. Baker and Ms. Kramer mentioned. Ms. Kramer
139 stated she noticed, over the last year, more of an encroachment of torpedo grass in shallower
140 areas, near the boat docks. Mr. Baker stated it had been two years since he was out there but
141 the area where he noticed that most was near the kayak storage area. He stated some maiden
142 cane and natives were present in that area as well but it was not a severe problem. Ms. Kramer
143 agreed it was not severe and stated that no hydrilla or major duckweed problems were noticed;
144 the lake was relatively healthy and they wanted to keep it that way. LakeWatch monitors the
145 lake and does sampling with the goal of keeping the lake healthy and usable for residents.

146 Ms. Cerbone stated this was one of the purposes of the Committee meetings. She asked
147 if there was anything else to mention, with regard to the condition of the lake, before
148 discussing the Management Agreement and what the Committee is tasked to do. Mr. Baker
149 stated he felt that all of the important points on his end were discussed.

150 Ms. Cerbone reviewed the Agreement, noting Item 4, on Page 2, that no decision-
151 making would be done here; it would be more of a discussion. The meeting today was
152 advertised and that, with her attendance, HWCDD would be responsible for all administrative
153 tasks, including preparing minutes and maintaining public records. According to Item C, "Once a
154 year the committee shall meet no later than May 1 to review prior year financial activity."
155 Financial activity has not occurred to date for last year or this year for HWCDD, although there
156 is a \$5,000 line item in the budget and a proposal from Bio-Tech would be discussed.

157 Ms. Kramer stated that HCDD would absolutely love for HWCDD to reimburse for all the
158 work HCDD has done in this year. Ms. Cerbone stated the HCDD representative discussed
159 monies spent in this year and previous fiscal years in order to maintain the lake and not just the
160 shoreline or the area adjacent to their District line and stated that she hoped the two
161 Committee members will consider that a review of prior year financial activity sufficient for
162 now. The Committee members responded affirmatively.

163 Ms. Cerbone read Item 4c. ii, “confirm current year treatment plans and funding status”
164 and stated her understanding was that the current year’s treatment for the entire lake is being
165 covered and funded by HCDD. Ms. Kramer stated that is correct. Ms. Cerbone stated nothing is
166 in progress with HCDD but that budgeted line item is included.

167 Ms. Cerbone read Item 4c. iii, “Coordinate with vendors and staff to come up with a
168 good faith estimate of costs for the next fiscal year.” and stated, before doing that, she would
169 like to review Item 4c. iv, “propose, review, and make proposed updates or modifications to a
170 ‘Buck Lake Management Plan’ as further described below”. There was no current Buck Lake
171 Management Plan. She asked if HCDD drafted one on its own.

172 Ms. Kramer stated that she had not seen one but she was relatively new to the Board.
173 Ms. Cerbone asked Ms. Suit if it was a somewhat safe assumption that there is no Agreement,
174 even if informal. Ms. Suit stated that was correct and that there were discussions but Mr.
175 Jerman did not want to proceed with what was proposed.

176 Ms. Cerbone stated she wanted to get to the bottom line first. She did not believe that
177 either CDD Board has an environmental expert on it, which was why Mr. Baker was there.

178 Ms. Kramer stated that she was previously the Water Resources Manager for Brevard
179 County and the Environmental Planner, with a Master’s Degree in Environmental Science and
180 Engineering from Florida Tech; that being what it may, she stated she used to make her living
181 doing exactly what Bio-Tech and other groups do.

182 Ms. Cerbone stated that someone needs to come up with a Management Plan and she
183 was not qualified to do it. Ms. Suit stated she was not qualified to put the plan together. Ms.
184 Kramer stated she would rather not do it.

185 Ms. Cerbone stated that is why Mr. Baker was asked to provide a proposal. Nothing
186 would be approved; however, this was for discussion and for each CDD Board to consider and
187 approve. She stated that Mr. Baker is aware of what is asked for in the agreed-upon document
188 and provided a proposal in order to prepare a Management Plan and provide advisory,
189 consulting and inspection services. She invited comments from all attendees.

190 Ms. Kramer stated they could take what the HCDD field services staff has been doing
191 and insert language that could be wordsmithed and assemble a Management Plan that would
192 suffice, and that from what she has been hearing they have been doing a good job.

193 Mr. Baker agreed and stated, in creating the Management Plan, they would take any
194 input from HWCDD and HCDD regarding what direction they want the lake to go, as far as
195 enhancing fisheries and native vegetation.

196 Ms. Kramer stated she could provide historic documents from the previous contractor.
197 Mr. Baker stated he had all the documentation.

198 **Mr. LaNasa joined the meeting at approximately 3:24 p.m.**

199 Ms. Kramer stated she believed there was a Lake Management Plan historically that
200 could be pulled together. Ms. Cerbone asked if, with two CDDs and two Boards, there was more
201 of a comfort level having a third party prepare it.

202 Mr. Earlywine stated, from a legal perspective, although it costs money, utilizing a third
203 party contractor would be beneficial in terms of liability.

204 Ms. Kramer stated there was plenty of information that Mr. Baker could pull together to
205 construct a good Management Plan.

206 Ms. Cerbone asked if she was hearing that the representatives from each CDD prefer to
207 have a third party prepare the Management Plan. Mr. Tyree responded affirmatively. Ms.
208 Kramer stated that was correct but HCDD has a procurement plan in place and would like a
209 number of proposals to ensure they are getting an appropriate cost. Ms. Cerbone stated she
210 did not disagree; the cost was fairly minimal but she thought it would cost more to do that than
211 to take the proposal back to the CDD Boards. Ms. Kramer asked Mr. Baker what the plan would
212 entail. Mr. Baker stated he listed a good amount of information; it would depend upon which
213 direction the two CDDs wished to take, such as creating a planting plan, stocking bait fish or to
214 maintain what was currently being done.

215 Mr. Earlywine stated the Agreement calls for a long-term plan, which maintains the lake
216 in compliance with permit requirements. He suggested developing a baseline plan including
217 suggestions for adding fish or whatever is appropriate. He felt that Ms. Kramer was looking for
218 a basic cost to put together a Management Plan that complies with the Agreement and keeps
219 the lake in compliance with the law and regulatory requirements. Ms. Kramer responded
220 affirmatively. Mr. Baker stated that is what HCDD is doing now.

221 Mr. Tyree stated Bio-Tech would need to formalize a Management Plan consistent with
222 WMD permitting and core permitting required to maintain the lake. Mr. Earlywine asked for the
223 price. Mr. Baker stated the price was an hourly, not-to-exceed amount, which includes adding

224 other items. Mr. Earlywine stated he understood the fee was not-to-exceed \$1,450 and, on an
225 hourly basis up to that level, with add-ons if additional things must be done and a few not-to-
226 exceed \$2,900 for General Project Coordination. Mr. Baker stated that was correct. Mr.
227 Earlywine asked Ms. Kramer how that sounds. Ms. Kramer stated she could take that to the
228 CDD Board. Ms. Cerbone asked if that was something she was comfortable taking to the CDD
229 Board. Ms. Kramer responded yes, a comprehensive plan that would satisfy all the permit
230 requirements and specify the ground rules for what would be treated and to what quality the
231 lake would be maintained; she felt that was a reasonable price for that type of plan. Ms. Suit
232 asked if that was a monthly fee. Ms. Kramer stated that was a one-time fee for the
233 Management Plan. Ms. Cerbone stated the costs were as described in the agenda and she
234 would discuss costs again at the end.

235 Ms. Cerbone asked, if the Management Plan was the only thing discussed today, would
236 both Buck Lake Committee CDD members be comfortable recommending and discussing with
237 their Boards that this would be a good move forward. Ms. Kramer responded affirmatively,
238 stating that a formal management plan would be drafted so that it would be available to the
239 WMD and both Boards as to what would be moving forward. Mr. Tyree responded
240 affirmatively.

241 Ms. Cerbone stated she did not think a Management Plan would be ready for review at
242 a Committee Meeting before May 1, 2021.

243

244 **FIFTH ORDER OF BUSINESS**

**Discussion: Current Year Treatment Plans
and Funding**

245

246

247 **A. Bio-Tech Consulting, Inc., Proposal for Annual Inspection and Recommended**
248 **Maintenance**

249 This item was presented in conjunction with Item 4B.

250 Ms. Cerbone stated, since there is no formal plan in place for Committee review, Bio-
251 Tech would most likely develop a plan upon approval from each CDD.

252 **B. Status of Previous ACOE Violation**

253 Ms. Cerbone asked Mr. Baker to provide an update regarding the Army Corps of
254 Engineers (ACOE) violation. Mr. Baker stated the ACOE enforcement issue is relegated only to
255 the main "Harmony" CDD property, HCDD, which was separate from the HWCDD and Harmony

256 Central. When the initial permit was issued in 2001, HCDD was supposed to have recorded
257 conservation easements with third party enforcement rights to the ACOE. Some additional
258 minor issues have since been taken care of, including authorization for building docks on Buck
259 Lake. The HCDD is currently trying to get conservation easements; the South Florida Water
260 Management District (SFWMD) standard language to include third party enforcement rights is
261 under review with the ACOE Office of General Counsel in Jacksonville. The process has been
262 ongoing for over two and a half years.

263 Mr. Tyree stated that does not include any of the property on the HCDD side. Mr.
264 Baker stated it does not. Ms. Cerbone asked Mr. Earlywine and Mr. LaNasa if this pertains to
265 this Committee. Mr. Earlywine stated he did not see how it does because it deals with areas
266 outside of the lake. Mr. Baker stated that associated wetlands, subject to conservation
267 easements, are part of the lake and all the easements are part of the violation. Mr. Tyree
268 clarified that there are wetlands on the Harmony main portion of the lake associated with these
269 violations. Mr. Baker stated all the wetlands on the south side of Buck Lake are included.

270 Mr. Earlywine asked who was working on the language. Mr. Baker stated it was standard
271 language from the SFWMD. Mr. Earlywine stated it seemed that, if the language is approved,
272 the easements should just be updated. Mr. Baker concurred.

273 Ms. Kramer asked Mr. LaNasa if he had knowledge about any legal work done on the
274 easements. Mr. LaNasa stated he did not but he could research them; however, to the best of
275 his knowledge, easements were drafted but not approved.

276 Mr. Baker stated that easements were recorded with the SFWMD standard language
277 but there were no third party enforcement rights; enforcement rights need to be recorded over
278 the existing conservation easements to allow the ACOE to enforce.

279 Mr. Earlywine asked if they were sure that those easements are within the legal
280 description of Buck Lake subject to the Agreement. Mr. Baker stated at least a portion, up to
281 the normal high water elevation.

282 Ms. Suit stated they were referring to the portions of the wetlands. Three were owned
283 by Harmony Central, four were owned by Harmony Florida Land, and 4B and 10 were owned by
284 the HCDD. Mr. Baker thought there were four entities: Harmony Florida Land, HCDD, Harmony
285 Retail and Harmony Central. Ms. Kramer stated that Harmony Retail has some by Cat Lake but
286 not on Buck Lake.

287 Ms. Suit stated a portion of Wetlands 3 was owned by Harmony Central LLC, a portion of
288 Wetlands 4 owned by Harmony Florida Land, and Wetlands 4B and 10 owned by the HCDD. Ms.
289 Cerbone asked if anything should be taken back to the CDD meetings by Committee Members
290 or District Staff regarding work being done. The consensus was that the Committee was waiting
291 on a response from the Federal Government.

292 Ms. Suit stated a wetland parcel right on the edge of Buck Lake was not within the legal
293 boundaries of the HCDD, according to the Property Appraiser; the ordinance needed to be
294 amended to remove the ad-valorem assessments. Mr. Tyree stated another wetland parcel was
295 not part of the original boundary and would be incorporated in a new Boundary Amendment.
296 Ms. Suit would email the parcel number so it could be addressed separately.

297 Ms. Cerbone asked the HWCDD representative to provide an estimated time for
298 potential use for residents on the HWCDD side of Buck Lake utilizing Buck Lake. Mr. Tyree
299 stated the mini center was in permitting; groundbreaking was scheduled for May and a 12
300 month build out was planned. A small canoe/kayak launch would be put in those canal areas.
301 Another piece, on the north side of Buck Lake, would be a future site in approximately four
302 years. Ms. Cerbone stated she wanted to set historical context for historical usage in the near
303 term and the long term.

304 **C. Updates to Buck Lake Management Plan**

305 This item was deferred.

306 **D. Expenses Incurred in Fiscal Year 2021**

307 This item was presented in conjunction with Item 4B.

308

309 **SIXTH ORDER OF BUSINESS**

Discussion: Updates to Buck Lake Policies
(see existing policies below)

310

311

312

A. Prohibit Gas-Powered Boats for Purposes Other than Rescue Operations

313

B. Difference in Treatment of Harmony Residents and Harmony West Residents

314

C. Other

315

316

317

Ms. Cerbone stated, according to the Agreement, some minimal items needed to be included in the Policies noted in Section 9, on Page 4. She asked if the Policies included are sufficient for now, or if the Committee wants to expand or update these in the near term.

318 Mr. Earlywine stated that the policies in Section 9 were fairly standard in prohibiting
319 gas-powered boats and equal treatment and that he viewed the HCDD website, which included
320 rules for boating beyond the scope of the discussion. It was unclear from the Agreement what
321 was originally contemplated to be part of these Policies. He observed that HCDD has many
322 different policies governing lake usage. It seemed some mix should be in place regarding fishing
323 or water quality issues. He asked if the Bio-Tech consultants have a sense of what policies
324 should be in place, from an environmental perspective. Mr. Baker stated the original Harmony
325 DRI laid out all the policies for the lake, mainly the prohibition on gas-powered engines. Mr.
326 Earlywine asked if it was as easy as using language from the DRA or referencing the DRI. Mr.
327 Baker stated those are documents by which the CDDs are bound.

328 Ms. Kramer stated the other “Harmony Main” policies included letting the lake rest on
329 Tuesdays, when boating and fishing are prohibited; it has typically not been seen as a hardship
330 and no residents seemed to complain. Another policy, which may lack in enforcement, is a
331 prohibition on private boats, mainly due to hydrilla. There is no boat ramp so launched boats
332 are not allowed but kayaks could be brought in. She asked if boats or a launch area would be
333 provided. Mr. Tyree stated a launch area would be provided but boats would not be provided
334 for rent, due to liability issues. Private canoes and kayaks would be permitted.

335 Ms. Kramer suggested that a policy for cleaning of boats prior to entering the lake might
336 be beneficial. She expressed her opinion that, given the HWCDD ownership, the lake would be
337 available to the public and, if it were gated, the public may be subject to a user fee or a waiver.
338 Mr. Tyree stated both amenity centers were private entities that would be operated by the POA
339 and there was no way for a nonresident to access the lake.

340 Mr. Earlywine discussed easement issues and stated a nonresident rate may be
341 established; he suggested circulating the DRA language for the Committee’s consideration. A
342 nonresident user rate could be adopted through rulemaking, if necessary.

343 Mr. Tyree noted that the policy might need to allow for gas-powered boats for
344 maintenance and rescue operations to permit airboats for maintenance. Mr. Baker stated he
345 believed that amendment had been made, since airboats were used for maintenance.

346 Ms. Cerbone stated, according to the Agreement, the Buck Lake Policies should be
347 adopted no later than June 1 and suggested the Committee declare the Policies in the
348 Agreement acceptable and that, as of today, all parties agree that, while the Policies in the

349 Agreement will be modified, they will not be available for Board review before June 1. The
350 Committee members agreed.

351

352 **SEVENTH ORDER OF BUSINESS**

**Recap of Committee Items to Present to
Respective CDD Boards**

353

354

355 **A. Buck Lake Policies**

356 Ms. Cerbone stated this was the first Committee meeting and, in summary:

357 ➤ The Committee wants to employ Bio-Tech to create the Management Plan.

358 ➤ The Committee members are comfortable with the Policies and would present them to
359 their CDD Boards. At some point, in the near future, the Committee would reconvene to update
360 the Policies.

361 Ms. Suit stated she believed a Usage Agreement was executed between the CDDs. Ms.
362 Cerbone asked if it was executed by both parties. Ms. Suit stated she would research it. Ms.
363 Cerbone stated she did not recall a Usage Agreement executed or on an agenda. She asked Ms.
364 Suit to send the document in question and asked what type of usage it addressed. Ms. Suit
365 stated it was in reference to what each CDD could do with the lake. Ms. Kramer stated she had
366 not seen one either and asked if it was the License Agreement. Ms. Suit stated the License
367 Agreement was terminated and this was around the same time. Ms. Cerbone asked Mr. Rom to
368 consult with the Director of Administration regarding if an executed or unexecuted document
369 was received.

370 **Mr. Earlywine left the meeting at 3:58 p.m.**

371 **Mr. Haber joined the meeting at 3:58 p.m.**

372 Ms. Cerbone asked those in attendance if they wished to discuss any additional items in
373 the Agreement. There were no additional items to discuss.

374 **B. Buck Lake Management Plan**

375 • **Lake Management Costs for Fiscal Year 2022**

376 Ms. Cerbone stated she wanted to Ms. Kramer's earlier statement that HCDD has been
377 expending funds in prior years for treatment of the lake.

378 Ms. Kramer stated HCDD had, in one way or another, for almost the last 20 years.

379 Ms. Cerbone noted that there were residents utilizing the lake, and the HWCDD side did
380 not have anybody utilizing the lake from access points that had been created on the HWCDD
381 side.

382 Ms. Kramer stated that was correct but there were developmental impacts.

383 Ms. Cerbone asked if Ms. Kramer wanted to comment further on previous expenditures
384 of funds or make any request regarding the current fiscal year.

385 Ms. Kramer expressed her belief that HCDD was a little concerned and that negotiation
386 with Mr. Jerman started before she joined the Board but that there were good faith
387 negotiations and continuation, even after the Agreement was signed, for maintaining the lake
388 and keeping it in good health. Unfortunately, they were unable to do more hyacinth treatment,
389 once the prior ownership took place but treatment continued and they would appreciate
390 HWCDD contributing some money to pay for those past expenses.

391 Mr. Tyree asked what amount she was talking about.

392 Ms. Kramer stated that \$600 per month was originally proposed to Mr. Jerman;
393 however, since they had not been formally breaking it out, she spoke with the Field Services
394 Manager about possibly going lower. She felt that an equitable amount would be at least \$400
395 to \$500 per month. She stated that Harmony Field Services surveyed the shorelines, evaluated
396 the water pollens, spot treated areas with vegetative problems and ensured that the lake
397 remained in a healthy state.

398 Mr. Tyree observed that the cost amounted to \$12,000 annually to maintain a natural
399 water body, not a stormwater pond. He asked Mr. Baker what monthly charge he was
400 proposing. Mr. Baker stated he would need to submit a maintenance proposal based on the
401 Management Plan. Mr. Tyree stated he would like to see that proposal before agreeing to
402 anything; he observed that the south and western shoreline of the lake seemed natural and
403 was unmaintained for quite some time, as far as he could tell.

404 Ms. Kramer stated agricultural uses have been maintained on that area.

405 Mr. Tyree stated he had not observed any maintenance on the western shoreline, the
406 portion owned by HWCDD, in quite some time and it all looked natural to him.

407 Ms. Kramer stated that, prior to the last four to five months the hyacinth problem had
408 been treated in the canals.

409 Mr. Kramer stated that he had not seen any treatment in the canals and barriers were in
410 place. Site construction began in November 2019 and barriers installed to maintain water
411 discharge from site construction; he had not seen anyone in the canals in over a year.

412 Ms. Kramer stated, when barriers went up, Staff could not go into the canals anymore
413 but they were maintaining the area.

414 Mr. Tyree stated, in the last year, nobody was maintaining the canals. He asked if
415 something was being charged for work that was not being done.

416 Ms. Kramer stated that field staff purchases the chemicals and treats the lake.

417 Mr. Tyree stated that nobody has been in the canals in eight to ten months so he was
418 curious as to why they would charge that much, when not as much work was done.

419 Ms. Kramer stated there really is not a side of the lake. The lake is a living water body
420 and what happens on one side of the lake affects the other; staff members survey the shoreline
421 and treat the entire lake, as a whole, and do spot treatments, not limited to the south
422 shoreline.

423 Ms. Cerbone suggested a “No harm, no foul” position as to why the Committee did not
424 have a meeting last year. The Committee agreed.

425 Ms. Cerbone suggested that the Committee agree that this year is done and the
426 Committee should focus on the new fiscal year ahead. There was no consensus.

427 Ms. Cerbone stated her second suggestion was that HCDD continue its ongoing
428 maintenance through the end of the year and HWCDD would cover the production of the
429 Management Plan by Bio-Tech. There was no consensus.

430 Ms. Kramer stated she felt that HCDD was on the short end of the stick because, based
431 on the Agreement during this fiscal year, the CDDs were supposed to split the cost of
432 maintaining the lake 50/50.

433 Ms. Cerbone stated that nothing was agreed to by the CDD Boards so she was going to
434 Section C, where it says they each have the right to fund independently and provide such
435 services. She asked if the District Counsel for each CDD would like to weigh in.

436 Mr. Tyree felt that the bottom line is what it actually costs and, if those costs were
437 provided, it would be considered and decided on. Right now, a number of \$500 or \$600 was put
438 on the table and, to his knowledge, he had not seen anybody in the canals maintaining anything
439 in the last year, since they have owned the property.

440 Ms. Kramer stated it was not just the canals, it was the lake, which they own. Mr. Tyree
441 stated he understood. Ms. Kramer stated, if a report came back that the lake was in horrible
442 condition, or needed major remediation or that they had not been taking care of it, she could
443 understand Mr. Tyree’s position; however, HCDD had been taking good care of the lake and
444 preserved the amenity for HWCDD, as well as for HCDD. She thought Bio-Tech could estimate a
445 reasonable cost to maintain the lake in that condition on a monthly basis. Ms. Cerbone stated,
446 then we can have further discussion. Mr. Tyree stated he was just looking for backup for the
447 costs. Ms. Cerbone asked Mr. Baker to provide a service proposal and asked Ms. Kramer if the
448 field operations team keeps logs with dates and times of service. Ms. Kramer replied that,
449 unfortunately they did not; however, since she joined the Board, hours and chemicals and
450 processes were being tracked.

451 As District Manager for HWCDD, Ms. Cerbone requested that someone at HCDD send a
452 brief write up of whatever backup they have for review at the next Committee meeting. She
453 would include that information and Mr. Baker’s proposal into the agenda but, right now, the
454 Committee was at an impasse on the current year until additional information is received, as far
455 as whether HWCDD would contribute to HCDD for the current fiscal year. Ms. Kramer stated
456 she would be happy to provide additional information and she would present this to her Board.

457 Mr. Tyree stated he just needed backup for the expenses. Ms. Cerbone stated
458 chemicals, labor, total and approximate dates. Mr. Tyree stated he needed to understand the
459 costs and budget correctly, moving forward.

460 Ms. Cerbone stated, going into Fiscal Year 2022, the Committee needed to calculate an
461 agreed-upon cost. According to the Agreement, HWCDD was required to incur the cost and
462 send an invoice to HCDD. Ms. Kramer stated HWCDD actually enters into the Agreement as
463 owners of the lake and HCDD pays 50%. She presumed the CDDs must agree to the costs.

464 Mr. Tyree discussed why he believed the costs already paid by HCDD and their
465 reimbursements for the upcoming maintenance would be a wash. He suggested if they could
466 formalize a budget with Bio-Tech, as a third party, with agreed upon costs, HCDD may not need
467 to pay its portion of those costs for Fiscal Year 2022 or 2023. Ms. Cerbone stated the only
468 additional cost would be for creation of the Management Plan.

469

471
472 Ms. Cerbone stated there would most likely not be another Committee meeting before
473 budget presentations. The HWCDD would most likely rely on information provided by Mr. Baker
474 and Ms. Kramer.

475 Mr. Baker was asked to provide a proposal by the end of April. Ms. Cerbone stated,
476 before engaging Bio-Tech, approval by the CDDs would be required. The Action Plan coming
477 from this meeting is that both parties would recommend to the CDD Boards that Bio-Tech be
478 engaged to prepare the Management Plan and to coordinate any applicable environmental
479 related work for Buck Lake, to go into effect October 1, 2021.

480 Ms. Cerbone requested the Bio-Tech proposal for lake service no later than the end of
481 April. Ms. Kramer expressed that the Boards need to know that the Bio-Tech proposed costs are
482 in line. Ms. Suit asked how much they were talking about. Mr. Baker stated he had not been out
483 in two years so he would like to survey the lake before submitting a proposal. Ms. Suit
484 suggested Ms. Kramer reserve the right to request additional proposals, if necessary. Ms.
485 Cerbone stated that sounded fair.

486 It was agreed that these Policies would remain in place for the time being. The
487 intention was to meet at a later date to discuss additional policies, the DRI and the
488 Management Plan.

489

490 **NINTH ORDER OF BUSINESS**

Adjournment

491
492 There being nothing further to discuss, the meeting adjourned at 4:20 p.m.

493

494 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

495

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

5C

March 26, 2021

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

Proj: Harmony West - Buck Lake
Re: Proposal for Environmental Services - (BTC Proposal No. 21-714)

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Harmony West - Buck Lake 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

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

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

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

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

Aquatic & Land
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
BTC PROPOSAL No. 21-714**

1. AQUATIC MANAGEMENT CONSULTING (75-0)

Aquatic management consultation services.

Hourly Not to Exceed Total Price: \$1,450.00

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: \$2,900.00

Bio-Tech Consulting, Inc.
Time & Materials Schedule

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

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.

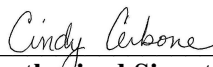
MUTUALLY UNDERSTOOD AND AGREED:



John Miklos, President
Bio-Tech Consulting, Inc.

March 26, 2021

Date



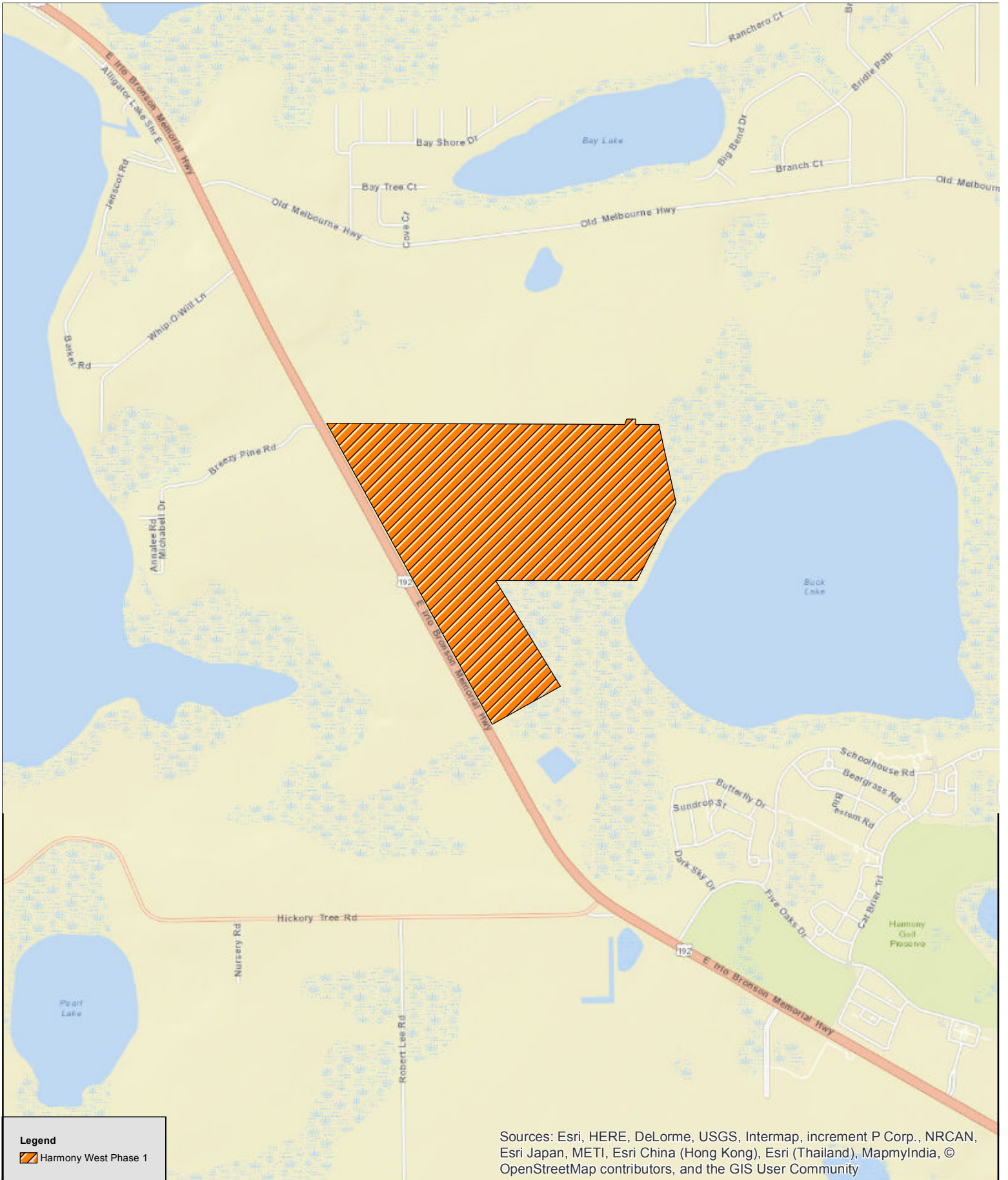
Authorized Signatory

April 15, 2021

Date

Billing Information: Name: Cindy Cerbone
Title: District Manager
Company: Harmony West CDD - Buck Lake
Address: 2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: 561-571-0010
Cell: 561-346-5294
Fax: 561-571-0013
E-mail: HarmonyWestCDD@districtap.com

Please check here if you prefer to receive a paper invoice



Legend
 Harmony West Phase 1

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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

5D

From: [Cindy Cerbone](#)
To: [Daphne Gillyard](#); [Debbie Tudor](#)
Cc: [Daniel Rom](#); [Jamie Sanchez](#)
Subject: FW: Harmony CDD--Cost of Buck Lake Maintenance
Date: Saturday, May 1, 2021 1:05:17 PM
Attachments: [image001.png](#)

For the next HWCDD agenda, please have a line item for Discussion/consideration of Buck Lake related items. This email will be 1 item and I believe we have the proposal that I approved from Bio-Tech as well to include. I am expecting 2 more proposals from Bio Tech (Daniel is chasing these down). One of them will go with Buck Lake and the other will be a standalone item for approval – Wetland monitoring and maintenance.

Thank you,

Cindy

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

Fax: (561)571-0013

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

www.whhassociates.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

WHA Logo with Title Letterhead dark grey Letters



From: Teresa Kramer

Sent: Friday, April 30, 2021 10:57 AM

To: Cindy Cerbone <cerbonec@whhassociates.com>

Cc: kristen.suit@inframark.com

Subject: Harmony CDD--Cost of Buck Lake Maintenance

Morning, Cindy,

The following is a summary of the costs that the Harmony CDD has incurred in maintaining Buck Lake for both Harmony and Harmony West CDDs over the past 16 months. As requested by the Buck Lake Committee, the Harmony CDD Board considered and approved continuing this maintenance on a 50%/50% cost share basis, provided we are able to come to an equitable agreement on the retroactive cost share. They were amenable to Chris Tyree's recommendation of waiving Harmony CDD's 50% maintenance cost share for a reciprocal period of time in place of a reimbursement.

Cost of Harmony CDD Maintenance of Buck Lake--Harmony West CDD requested a summary of costs that Harmony CDD has incurred in maintaining Buck Lake. The following is an estimate of time and costs associated with maintenance since Harmony CDD staff assumed maintenance of Buck Lake in January 2020:

- Staff Costs: \$3850 = \$25/hr X 154 man-hours total for 16 months (Calculated door to door at Field Services Trailer; Monthly Inspections required 96 man-hours=16 monthly inspections at 6 man-hours/inspection; Treatment required 58 man-hours, includes mixing chemicals and application)
- Chemical Cost: \$696.64 (12.5 gallons of Tribune @ \$50/gal; 4 gal Cide kick @ \$17.90/gal)
- Boat Cost: \$1703= \$13/hour X 131 hours of operation
- Overhead: \$2124.88= 34% of Direct Costs (\$6249.64)

Total costs for 16 months of Buck Lake maintenance cost Harmony CDD \$8374.52 which equates to an average of \$523.41/month (\$6280.92/year)

In addition, the Harmony CDD approved reimbursing Harmony West CDD the NTE of \$2175 for the Harmony CDD's 50% share of development of the Buck Lake Management Plan and associated activities. We look forward to working with Harmony West on the development of that plan.

Sincerely,
Teresa Kramer, Chair
Harmony CDD
850-445-8733

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

5 E

May 03, 2021

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

Proj: Harmony West - Buck Lake Management
Re: Proposal for Environmental Services - (BTC Proposal No. 21-1034)

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Harmony West - Buck Lake Management 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

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

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

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

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

Aquatic & Land
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 MANAGEMENT
BTC PROPOSAL No. 21-1034**

1. MAINTENANCE INITIAL (75-3)

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

NOTES: Initial treatment of Buck Lake to clean up the canals and majority of the Lake.

TOTAL PRICE: \$3,500.00

2. MAINTENANCE MONTHLY - LAKESHORES (75-10)

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

NOTES: monthly = \$14,400.00 annual

Event Price: \$1,200.00

Bio-Tech Consulting, Inc.
Time & Materials Schedule

Expert Witness	\$275.00-\$350.00/Hour
President, John Miklos	\$200.00/hour
Vice President/Directors	\$145.00/Hour
Project Manager	\$135.00/Hour
Wildlife Specialist	\$120.00/Hour
Field Biologist	\$100.00/Hour
Field Technician	\$90.00/Hour
GIS	\$90.00/Hour
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MUTUALLY UNDERSTOOD AND AGREED:



John Miklos, President
Bio-Tech Consulting, Inc.

May 03, 2021

Date

Authorized Signatory


Date

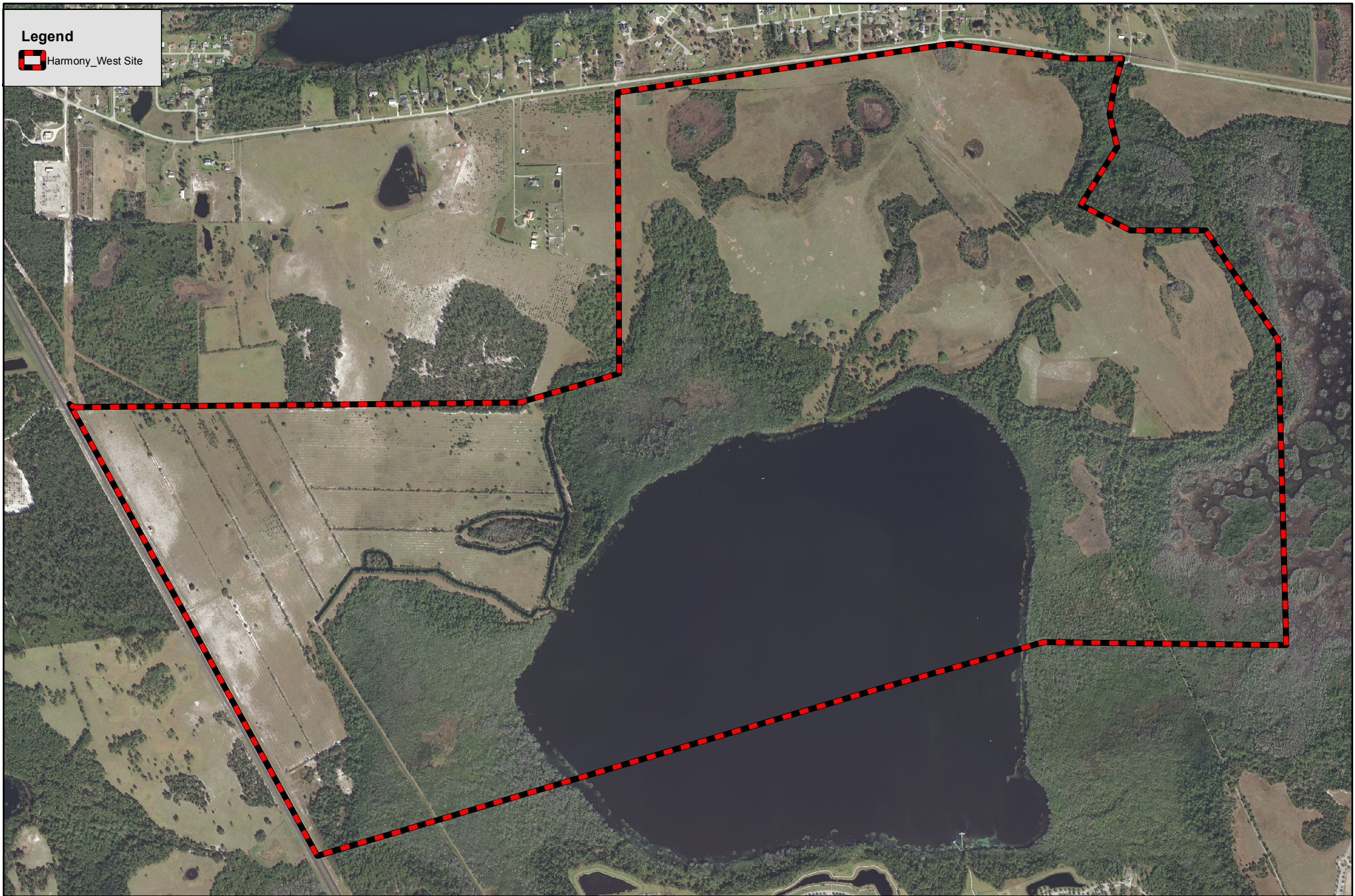
Billing Information: Name: _____
Title: _____
Company: _____
Address: _____

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

Please check here if you prefer to receive a paper invoice

Legend

 Harmony_West Site



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

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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.

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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.

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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.

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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

6

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT RELATIVE TO THE ACCEPTANCE OF RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF THE STORMWATER MANAGEMENT SYSTEM.

WHEREAS, the Harmony West Community Development District ("**District**") is a local unit of special-purpose government established by the Board of County Commissioners of Osceola County pursuant to Chapter 190, *Florida Statutes* for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management improvements, and any related interest in real or personal property, pursuant to its establishing ordinance and Section 190.012(1)(f), Florida Statutes; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to Section 190.021, Florida Statutes; and

WHEREAS, the South Florida Water Management District has issued Environmental Resource Permits Nos. 49-02568-P and 49-102288-P for the construction and operation of the water management systems for the community within the District ("**Harmony West SWM System**"); and

WHEREAS, as part of the District's capital improvement plan, the District intends to finance, construct, acquire, operate and maintain the Harmony West SWM System such that, upon transfer of all or a portion of the Harmony West SWM System from the construction to operation phase, the District can assume operation and maintenance responsibility for the applicable portion of the Harmony West SWM System; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Harmony West SWM System, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "A;**" and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain the Harmony West SWM System in accordance with the Plan, and levy annual assessments for the purpose of operating and maintaining the Harmony West SWM System and to ensure funds will be available if needed for corrective action; and

WHEREAS, upon transfer of all or a portion of the Harmony West SWM System to the operation phase, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and funding the applicable portion of Harmony West SWM System in accordance with all applicable regulations.

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

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of all or a portion of the Harmony West SWM System from the construction to operation phase, the District will perpetually operate, maintain and fund the applicable portion of the Harmony West SWM System as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under Section 190.021(3), Florida Statutes.

3. **ANNUAL LEVY OF MAINTENANCE SPECIAL ASSESSMENTS.** Upon transfer of all or a portion of the Harmony West SWM System to the operation phase, the District, as a part of its annual operations and maintenance budget, will levy maintenance special assessments for the perpetual operation and maintenance of the applicable portion of the Harmony West SWM System in amounts necessary to comply with the Plan. These funds may not be used for any purpose other than providing funding for the Harmony West SWM System in accordance with the Plan.

4. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and **ADOPTED** this 20th day of May, 2021.

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

MAINTENANCE PLAN FOR EAGLE POINTE SWM SYSTEM

Monthly / As-Needed:

- Conduct any monitoring and maintenance of any Stormwater System ponds and improvements to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- Common mowing of the pond banks, and weeding, edging and tree trimming will be done on an as needed basis, and in compliance with applicable permits.

Yearly:

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Harmony West Community Development District (“**District**”) prior to June 15, 2021, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: August 19, 2021

HOUR: 1:30 P.M.

LOCATION: Johnston’s Surveying, Inc.
900 Shady Lane
Kissimmee, Florida 34744

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED THIS 20th DAY OF MAY, 2021.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2021/2022 Proposed Budget

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
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**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/2021	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 57,704				\$ 87,096
Allowable discounts (4%)	(2,308)				(3,484)
Assessment levy: on-roll - net	55,396	\$ 54,546	\$ 850	\$ 55,396	83,612
Assessment levy: off-roll	256,756	45,944	45,943	91,887	353,910
Developer contribution	-	-	-	-	1,765
Lot closings	-	164,869	-	164,869	-
Buck Lake management & consulting-cost share	-	-	-	-	2,175
Buck Lake maintenance-cost share	-	-	-	-	7,200
Total revenues	<u>312,152</u>	<u>265,359</u>	<u>46,793</u>	<u>312,152</u>	<u>448,662</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal - general counsel	15,000	1,703	13,297	15,000	15,000
Engineering	2,500	-	2,500	2,500	10,000
Audit	5,950	5,200	750	5,950	6,150
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee*	5,250	-	5,250	5,250	5,250
Telephone	200	100	100	200	200
Postage	500	44	456	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	1,420	400	1,820	1,200
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	6,463	6,325	-	6,325	6,785
Contingencies	750	342	408	750	750
Website			-		
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser	-	83	-	83	83
Tax collector	1,154	1,416	-	1,416	1,742
Total professional & administrative	<u>90,307</u>	<u>42,473</u>	<u>48,661</u>	<u>91,134</u>	<u>99,000</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected	Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/2021		
EXPENDITURES (continued)					
Field operations and maintenance					
Field operations manager	5,000	1,500	3,500	5,000	5,000
Field operations accounting	1,750	875	875	1,750	1,750
Landscaping contract labor	82,500	36,000	93,630	129,630	187,255
Insurance: property	4,374	4,217	-	4,217	4,811
Pest/fertilization	13,200	5,000	3,000	8,000	-
Porter services - dog park	4,920	2,940	1,060	4,000	4,920
Playground ADA mulch	1,200	-	1,200	1,200	2,500
Backflow prevention test	150	-	150	150	150
Irrigation maintenance/repair	5,000	120	3,880	4,000	5,000
Plants, shrubs & mulch	20,000	-	10,000	10,000	16,800
Annuals	10,000	9,182	4,818	14,000	25,000
Tree trimming	12,000	930	4,070	5,000	2,000
Signage	1,000	-	1,000	1,000	1,000
General maintenance	4,000	-	2,500	2,500	4,000
Fence/wall repair	1,500	-	1,500	1,500	1,500
Aquatic control - waterway	3,252	1,355	6,295	7,650	12,672
Buck Lake management & consulting-cost share	5,000	-	5,000	5,000	2,900
Buck Lake maintenance-cost share	-	-	-	-	14,400
Wetland monitoring and maintenance	-	-	8,400	8,400	6,000
Electric:					
Irrigation	2,500	372	2,128	2,500	2,500
Street lights	28,000	9,874	18,126	28,000	28,000
Entrance signs	1,500	-	1,500	1,500	1,500
Water- irrigation	15,000	8,264	6,736	15,000	20,000
Total field operations & maintenance	<u>221,846</u>	<u>80,629</u>	<u>174,993</u>	<u>259,997</u>	<u>349,658</u>
Total expenditures	<u>312,153</u>	<u>123,102</u>	<u>223,654</u>	<u>351,131</u>	<u>448,658</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1)	142,257	(176,861)	(38,979)	4
Fund balance - beginning (unaudited)	104,980	158,300	300,557	158,300	119,321
Fund balance - ending (projected)					
Committed					
Assigned					
Playground	3,000	1,500	1,500	1,500	4,500
Sign and wall	2,000	1,000	1,000	1,000	3,000
3 months working capital	82,886	82,886	82,886	82,886	104,253
Unassigned	17,093	298,057	121,196	116,821	7,572
Fund balance - ending (projected)	<u>\$ 104,979</u>	<u>\$ 300,557</u>	<u>\$ 123,696</u>	<u>\$ 119,321</u>	<u>\$ 119,325</u>

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

EXPENDITURES

Professional & administrative

Management/accounting/recording		\$ 48,000
	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.	
Legal - general counsel		15,000
	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.	
Engineering		10,000
	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.	
Audit		6,150
	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.	
Dissemination agent		1,000
	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.	
Telephone		200
	Telephone and fax machine.	
Postage		500
	Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding		500
	Copies, agenda package items, etc.	
Legal advertising		1,200
	The District advertises for monthly meetings, special meetings, public hearings, bidding, etc.	
Annual district filing fee		175
	Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance: GL & POL		6,785
	The District carries public officials liability and general liability insurance. The limit of liability is set at \$1,000,000 for public officials liability.	
Contingencies		750
	Bank charges and other miscellaneous expenses incurred during the year.	
Website		
	Hosting & maintenance	705
	ADA compliance	210
	Tax collector	1,742
	Total professional & administrative	99,000

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

Field operations and maintenance

Field operations manager	5,000
Field operations accounting	1,750
Landscaping contract labor	187,255
Basic maintenance, irrigation inspection and fertilization/pest control	
Insurance: property	4,811
Porter services - dog park	4,920
Playground ADA mulch	2,500
Backflow prevention test	150
Irrigation maintenance/repair	5,000
Plants, shrubs & mulch	16,800
Annuals	25,000
Tree trimming	2,000
Signage	1,000
General maintenance	4,000
Fence/wall repair	1,500
Aquatic control - waterway	12,672
Buck Lake management & consulting-cost share	2,900
Buck Lake maintenance-cost share	14,400
Wetland monitoring and maintenance	6,000
Electric:	
Irrigation	2,500
Street lights	28,000
Entrance signs	1,500
Water- irrigation	20,000
Total field operations & maintenance	<u>349,658</u>
Total expenditures	<u><u>\$ 448,658</u></u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual Through 3/31/2021	Projected Through 9/30/2021	Total Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ 123,414				\$ 123,414
Allowable discounts (4%)	(4,937)				(4,937)
Net assessment levy - on-roll	118,477	\$ 116,659	\$ 1,818	\$ 118,477	118,477
Assessment levy: off-roll	418,655	348,397	70,258	418,655	418,655
Interest	-	21	-	21	-
Total revenues	<u>537,132</u>	<u>465,077</u>	<u>72,076</u>	<u>537,153</u>	<u>537,132</u>
EXPENDITURES					
Debt service					
Principal	125,000	-	125,000	125,000	130,000
Principal prepayment	-	5,000	-	5,000	-
Interest	406,565	203,345	203,220	406,565	401,154
Tax collector	2,468	2,334	134	2,468	2,468
Total expenditures	<u>534,033</u>	<u>210,679</u>	<u>328,354</u>	<u>539,033</u>	<u>533,622</u>
Excess/(deficiency) of revenues over/(under) expenditures	3,099	254,398	(256,278)	(1,880)	3,510
Fund balance:					
Net increase/(decrease) in fund balance	3,099	254,398	(256,278)	(1,880)	3,510
Beginning fund balance (unaudited)	660,903	662,650	917,048	662,650	660,770
Ending fund balance (projected)	<u>\$664,002</u>	<u>\$ 917,048</u>	<u>\$ 660,770</u>	<u>\$ 660,770</u>	<u>664,280</u>
Use of fund balance:					
Debt service reserve account balance (required)					(430,093)
Interest expense - November 1, 2022					(197,896)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 36,291</u>

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

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/21				200,576.88	200,576.88	7,875,000.00
05/01/22	130,000.00		4.125%	200,576.88	330,576.88	7,745,000.00
11/01/22				197,895.63	197,895.63	7,745,000.00
05/01/23	135,000.00		4.125%	197,895.63	332,895.63	7,610,000.00
11/01/23				195,111.25	195,111.25	7,610,000.00
05/01/24	140,000.00		4.125%	195,111.25	335,111.25	7,470,000.00
11/01/24				192,223.75	192,223.75	7,470,000.00
05/01/25	155,000.00		4.750%	192,223.75	347,223.75	7,315,000.00
11/01/25				188,542.50	188,542.50	7,315,000.00
05/01/26	160,000.00		4.750%	188,542.50	348,542.50	7,155,000.00
11/01/26				184,742.50	184,742.50	7,155,000.00
05/01/27	170,000.00		4.750%	184,742.50	354,742.50	6,985,000.00
11/01/27				180,705.00	180,705.00	6,985,000.00
05/01/28	175,000.00		4.750%	180,705.00	355,705.00	6,810,000.00
11/01/28				176,548.75	176,548.75	6,810,000.00
05/01/29	185,000.00		4.750%	176,548.75	361,548.75	6,625,000.00
11/01/29				172,155.00	172,155.00	6,625,000.00
05/01/30	195,000.00		5.100%	172,155.00	367,155.00	6,430,000.00
11/01/30				167,182.50	167,182.50	6,430,000.00
05/01/31	205,000.00		5.100%	167,182.50	372,182.50	6,225,000.00
11/01/31				161,955.00	161,955.00	6,225,000.00
05/01/32	215,000.00		5.100%	161,955.00	376,955.00	6,010,000.00
11/01/32				156,472.50	381,472.50	6,010,000.00
05/01/33	225,000.00		5.100%	156,472.50	156,472.50	5,785,000.00
11/01/33				150,735.00	390,735.00	5,785,000.00
05/01/34	240,000.00		5.100%	150,735.00	150,735.00	5,545,000.00
11/01/34				144,615.00	394,615.00	5,545,000.00
05/01/35	250,000.00		5.100%	144,615.00	144,615.00	5,295,000.00
11/01/35				138,240.00	403,240.00	5,295,000.00
05/01/36	265,000.00		5.100%	138,240.00	138,240.00	5,030,000.00
11/01/36				131,482.50	406,482.50	5,030,000.00
05/01/37	275,000.00		5.100%	131,482.50	131,482.50	4,755,000.00
11/01/37				124,470.00	414,470.00	4,755,000.00
05/01/38	290,000.00		5.100%	124,470.00	124,470.00	4,465,000.00
11/01/38				117,075.00	422,075.00	4,465,000.00
05/01/39	305,000.00		5.250%	117,075.00	117,075.00	4,160,000.00
11/01/39				109,068.75	434,068.75	4,160,000.00
05/01/40	325,000.00		5.250%	109,068.75	109,068.75	3,835,000.00
11/01/40				100,537.50	440,537.50	3,835,000.00
05/01/41	340,000.00		5.250%	100,537.50	100,537.50	3,495,000.00
11/01/41				91,612.50	451,612.50	3,495,000.00

**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	3,135,000.00
11/01/42				82,162.50	462,162.50	3,135,000.00
05/01/43	380,000.00		5.250%	82,162.50	82,162.50	2,755,000.00
11/01/43				72,187.50	472,187.50	2,755,000.00
05/01/44	400,000.00		5.250%	72,187.50	72,187.50	2,355,000.00
11/01/44				61,687.50	481,687.50	2,355,000.00
05/01/45	420,000.00		5.250%	61,687.50	61,687.50	1,935,000.00
11/01/45				50,662.50	495,662.50	1,935,000.00
05/01/46	445,000.00		5.250%	50,662.50	50,662.50	1,490,000.00
11/01/46				38,981.25	508,981.25	1,490,000.00
05/01/47	470,000.00		5.250%	38,981.25	38,981.25	1,020,000.00
11/01/47				26,643.75	521,643.75	1,020,000.00
05/01/48	495,000.00		5.250%	26,643.75	26,643.75	525,000.00
11/01/48				13,650.00	533,650.00	525,000.00
05/01/49	520,000.00		5.250%	13,650.00	7,883,650.00	5,000.00
Total	7,870,000.00			7,255,845.02	22,995,845.02	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

On-Roll Assessments - 2018 Bond Area					
Product/Parcel	Units	FY 2022			FY 2021
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	67	\$ 649.97	\$ 778.64	\$ 1,428.61	\$ 1,209.27
SF 50'	36	649.97	973.29	1,623.26	1,403.92
SF 60'	31	649.97	1,167.95	1,817.92	1,598.58
Total	134				

Off-Roll Assessments - 2018 Bond Area					
Product/Parcel	Units	FY 2022			FY 2021
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	183	\$ 610.97	\$ 731.92	\$ 1,342.89	\$ 1,136.71
SF 50'	262	610.97	914.89	1,525.86	1,319.68
SF 60'	41	610.97	1,097.87	1,708.84	1,502.66
Total	486				

Off-Roll Assessments - Future Bond Area					
Product/Parcel	Units	FY 2022			FY 2021
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	238	\$ 49.85	\$ -	\$ 49.85	\$ 46.97
SF 50'	672	49.85	-	49.85	46.97
SF 60'	233	49.85	-	49.85	46.97
Total	1,143				

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2021-07

A RESOLUTION OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

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

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

PASSED AND ADOPTED this 20th day of May, 2021.

Attest:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>Johnston's Surveying, Inc., 900 Cross Prairie Parkway (formerly 900 Shady Lane), Kissimmee, Florida 34744</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2021	Regular Meeting	10:00 AM
November 22, 2021	Regular Meeting	10:00 AM
January 24, 2022	Regular Meeting	10:00 AM
February 28, 2022	Regular Meeting	10:00 AM
March 28, 2022	Regular Meeting	10:00 AM
April 25, 2022	Regular Meeting	10:00 AM
May 23, 2022	Regular Meeting	10:00 AM
June 27, 2022	Regular Meeting	10:00 AM
July 25, 2022	Regular Meeting	10:00 AM
August 22, 2022	Public Hearing & Regular Meeting	10:00 AM
September 26, 2022	Regular Meeting	10:00 AM

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

10

FY 2021 DEFICIT FUNDING AGREEMENT

THIS FY 2021 DEFICIT FUNDING AGREEMENT (“Agreement”) is made and entered into to be effective the 1st day of May, 2021, 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 Osceola County, Florida ("**District**"), and

FORESTAR (USA) REAL ESTATE GROUP, INC., a landowner in the District with a mailing address of 1064 Greenwood Blvd. Suite 200, Lake Mary, Florida 32746 ("**Developer**").

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; 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 Board of Supervisors ("**Board**") of the District has adopted the District's operations and maintenance budget ("**O&M Budget**") for the fiscal year ending September 30, 2021 ("**FY 2021**") and has levied special assessments ("**O&M Assessments**") to fund the O&M Budget; and

WHEREAS, the District has a need to increase its O&M Budget to account for additional landscaping services, among other things, and accordingly intends to adopt an amended O&M Budget ("**Amended O&M Budget**"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Developer has agreed to fund ("**Developer Contributions**") any actual expenses representing the difference ("**O&M Deficit**") between the original O&M Budget and the Amended O&M Budget, and on an as needed basis, provided that the District makes reasonable attempts to repay any such Developer Contributions;

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. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **FUNDING OBLIGATION.** The Developer agrees to make Developer Contributions necessary to fund any O&M Deficit for FY 2021, but only when there is an actual shortfall in the District's general fund checking account to pay actual Amended O&M Budget expenses, within ten (10) days of written request by the District. The funds shall be placed in the District's general fund checking account and used to fund the actual administrative and operations expenses of the District's Amended O&M

Budget. The Developer's payment of funds pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within 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, 2021. 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.

3. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between 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.

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

5. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

6. **DEFAULT.** A default by either party under this Agreement shall entitle the other 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.

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 costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **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.

9. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action

under this Agreement shall be in a state circuit court of competent jurisdiction in and for Osceola County, Florida.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A: Amended O&M Budget

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

11A



May 21, 2020

Chris Tyree
Forestar
834 Highland Avenue
Orlando, FL 32801

Proj: Harmony West Phase 1, Osceola County, Florida
Parcel ID: 24-26-31-0000-0010-0000
Re: Proposal for Environmental Services
Monitoring & Maintenance
(BTC Proposal No. 20-580)

Dear Mr. Tyree:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for the environmental services associated with the Harmony West Phase 1 Project.

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,

John A. Miklos
President

Attachments

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

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

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

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

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

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

407.894.5969
877.894.5969
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES
 HARMONY WEST PHASE 1
 MONITORING & MAINTENANCE
 BTC Proposal No. 20-580**

1. MONITORING – BI-ANNUAL (50-02)

Conduct bi-annual monitoring events (i.e., twice per year) as required by the permits. This includes the required inspection, data compilation, photography, etc.

TASK COST: \$1,600.00/event (6 events over 3 years)

TASK TOTAL: \$9,600.00

2. MONITORING – ANNUAL REPORT (50-03)

Prepare and submit annual reports pursuant to the requirements of the permits. This report will include all data and documentation necessary to meet the permit conditions.

TASK COST: \$1,200.00/report (3 reports over three years)

TASK TOTAL: \$3,600.00

3. MONTHLY MAINTENANCE (75-06)

Mitigation maintenance to meet the conditions of the SFWMD permit conditions. This task will consist of the application of approved herbicide to control nuisance and exotic vegetation within the CE areas. Maintenance events will occur on a quarterly basis for 3 years.

TASK COST: \$400.00 per event (12 events)

TASK TOTAL: \$4,800.00

4. GENERAL PROJECT COORDINATION (45-00)

This task will include numerous phone calls, correspondence, meetings, etc...

TASK COST: Hourly per Schedule

Not To Exceed \$2,000.00

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

Expert Witness	\$275.00-\$350.00/hour
President, John Miklos	\$200.00/hour
Vice President/Directors	\$145.00/hour
Project Manager	\$135.00/hour
Wildlife Specialist	\$120.00/hour
Field Biologist	\$100.00/hour
Field Technician	\$90.00/hour




INITIAL:  (BTC) _____ (Client)

GIS	\$90.00/hour
Administrative	\$45.00/hour
Materials & Expenses	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.

05-21-2020
Date

Chris Tyree
Forestar

Date

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



INITIAL:  (BTC) _____ (Client)


Phone: _____

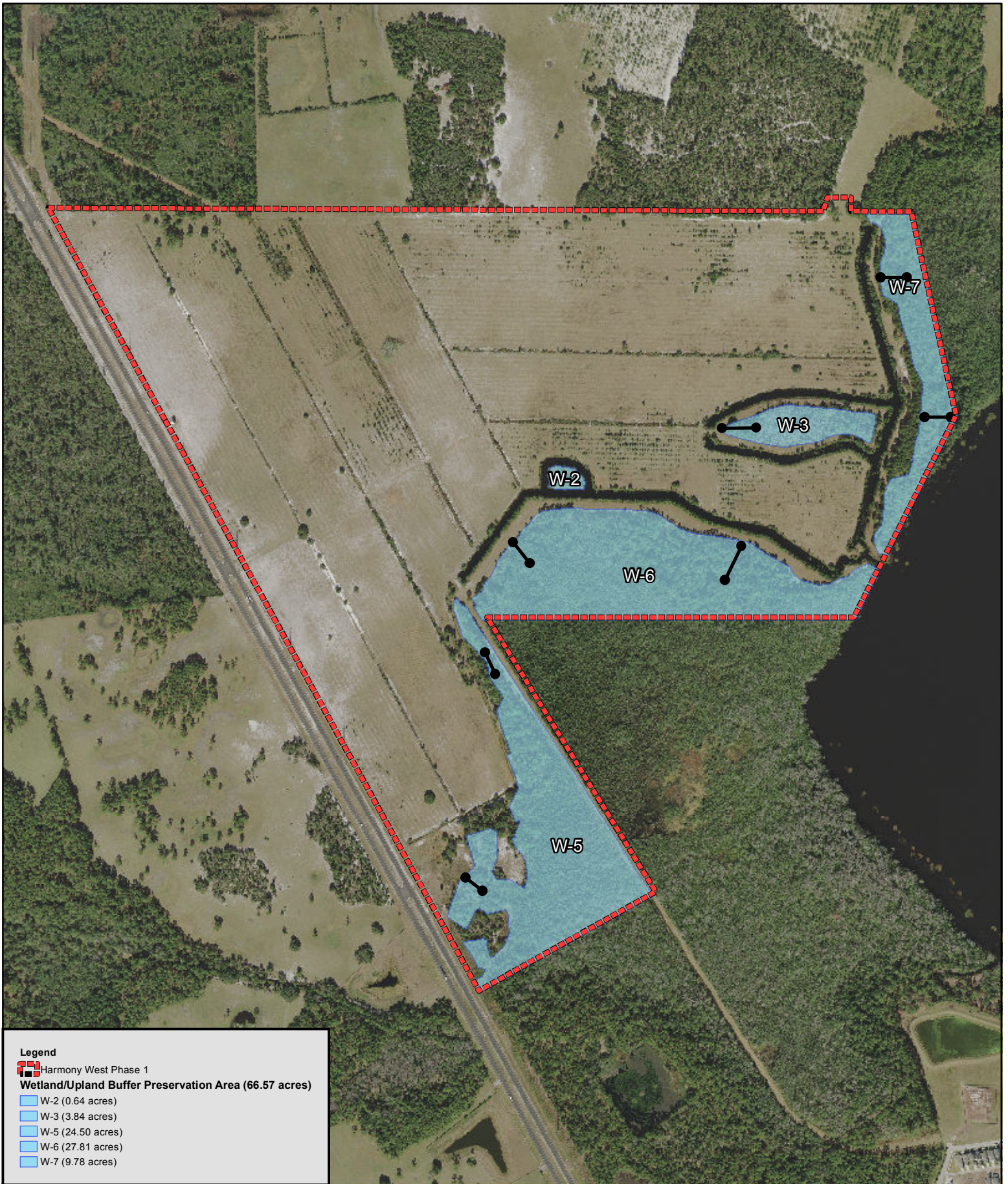
Cell: _____

Fax: _____

E-mail: _____

Please check here if you prefer to receive a paper invoice

INITIAL:  (BTC) _____ (Client)



Harmony West Phase 1
 Osceola County, Florida
 Figure 8
 Mitigation Monitoring

0.25 Miles

N

Project #: 581-32
 Produced By: LPM
 Date: 9/26/2016

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

11B



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 #: 154041
Invoice Date: 10/25/2019
Project Manager: DS
Project #: 163-68 Har...
Contract #: 18-402

Bill To:

Harmony West CDD C/O
 Craig Wrathell / President & Partner
 Wrathell, Hunt & Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

Project Name: Harmony West Phase 1 M&M
 (18-402)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	50-01	Baseline Mitigation Monitoring	3,200.00	3,200.00	3,200.00	0	100.00%	0.00
10/8/2019	50-02	Semi-Annual Mitigation Monitoring	16,000.00	1,600.00	3,200.00	1	30.00%	1,600.00
	50-03	Annual Mitigation Monitoring Report	6,000.00	1,200.00	1,200.00	0	20.00%	0.00
7/8/2019	75-06	Quarterly Maintenance - Wetland Mitigation Areas				1		
10/3/2019	75-06	Quarterly Maintenance - Wetland Mitigation Areas				1		
	75-06	Quarterly Maintenance - Wetland Mitigation Areas - ***TOTAL***	8,000.00	400.00	1,200.00	2	25.00%	800.00
	45-00	General Project Coordination	2,000.00	2,000.00	722.50	0	36.13%	0.00
		Note: I spoke with Jennifer Jerman. Sunterra is paying for this invoice. Moving forward, Forestar has taken over the project. DC 05/14/20						

We appreciate your business!

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

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

12



Company ID Number: _____

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Harmony West Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Richard Jerman, Chair, Board of Supervisors	
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Harmony West Community Development District
Company Facility Address:	2300 Glades Road #410W, Boca Raton, Florida 33431
Company Alternate Address:	
County or Parish:	Osceola County, Florida

Employer Identification Number:	38-4041396							
North American Industry Classification Systems Code:	921							
Parent Company:								
Number of Employees:	0							
Number of Sites Verified for:	1							
<p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			State	Number of sites	Site(s)			
State	Number of sites	Site(s)						

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Craig Wrathell, District Manager
Telephone Number:	561-571-0010
Fax Number:	561-571-0013
E-mail Address:	info@harmonywestcdd.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

14

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2021**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 304,726	\$ -	\$ -	\$ 304,726
Investments				
Revenue	-	486,949	-	486,949
Reserve	-	430,094	-	430,094
Capitalized interest	-	5	-	5
Construction	-	-	7	7
Due from other	400	-	-	400
Due from Harmony Florida Land	30,014	-	-	30,014
Utility deposit	7,930	-	-	7,930
Total assets	<u>\$ 343,070</u>	<u>\$ 917,048</u>	<u>\$ 7</u>	<u>\$ 1,260,125</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 8,799	\$ -	\$ -	\$ 8,799
Landowner advance	3,700	-	-	3,700
Total liabilities	<u>12,499</u>	<u>-</u>	<u>-</u>	<u>12,499</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	30,014	-	-	30,014
Total deferred inflows of resources	<u>30,014</u>	<u>-</u>	<u>-</u>	<u>30,014</u>
Fund balances:				
Restricted				
Debt service	-	917,048	-	917,048
Capital projects	-	-	7	7
Unassigned	300,557	-	-	300,557
Total fund balances	<u>300,557</u>	<u>917,048</u>	<u>7</u>	<u>1,217,612</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 343,070</u>	<u>\$ 917,048</u>	<u>\$ 7</u>	<u>\$ 1,260,125</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 54,546	\$ 55,396	98%
Assessment levy: off-roll	-	45,944	256,756	18%
Lot closings	-	164,869	-	N/A
Total revenues	<u>-</u>	<u>265,359</u>	<u>312,152</u>	85%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	24,000	48,000	50%
Legal - general counsel	694	1,703	15,000	11%
Engineering	-	-	2,500	0%
Audit	-	5,200	5,950	87%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	-	-	5,250	0%
Telephone	17	100	200	50%
Postage	7	44	500	9%
Printing & binding	42	250	500	50%
Legal advertising	336	1,420	1,200	118%
Annual district filing fee	-	175	175	100%
Insurance	-	6,325	6,463	98%
Contingencies	-	342	750	46%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,179</u>	<u>40,974</u>	<u>89,153</u>	46%

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Field operations and maintenance				
Field operations manager	-	1,500	5,000	30%
Field operations accountant	146	875	1,750	50%
Landscaping contract labor	12,000	36,000	82,500	44%
Insurance: property	-	4,217	4,374	96%
Pest / fertilization	2,200	5,000	13,200	38%
Porter services - dog park		2,050	4,920	42%
Playground ADA mulch	-	-	1,200	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	-	120	5,000	2%
Plants, shrubs & mulch	-	-	20,000	0%
Annuals	-	9,182	10,000	92%
Tree trimming	930	930	12,000	8%
Signage	-	-	1,000	0%
General maintenance	90	890	4,000	22%
Fence / wall repair	-	-	1,500	0%
Aquatic control - waterway	271	1,355	3,252	42%
Buck lake - cost share	-	-	5,000	0%
Electric:				
Irrigation	-	372	2,500	15%
Street lights	1,646	9,874	28,000	35%
Entrance signs	-	-	1,500	0%
Water irrigation	4,301	8,264	15,000	55%
Total field operations and maintenance	<u>21,584</u>	<u>80,629</u>	<u>221,846</u>	36%
Other fees & charges				
Property appraiser	83	83	-	N/A
Tax collector	-	1,416	1,154	123%
Total other fees & charges	<u>83</u>	<u>1,499</u>	<u>1,154</u>	130%
Total expenditures	<u>26,846</u>	<u>123,102</u>	<u>312,153</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	(26,846)	142,257	(1)	
Fund balances - beginning	327,403	158,300	104,980	
Fund balances - ending	<u>\$ 300,557</u>	<u>\$ 300,557</u>	<u>\$ 104,979</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 116,659	\$ 118,477	98%
Assessment levy: off-roll	-	114,917	418,655	27%
Lot closings	-	233,480	-	N/A
Interest	4	21	-	N/A
Total revenues	<u>4</u>	<u>465,077</u>	<u>537,132</u>	87%
EXPENDITURES				
Debt service				
Principal	-	-	125,000	0%
Principal prepayment	-	5,000	-	N/A
Interest	-	203,345	406,565	50%
Total debt service	<u>-</u>	<u>208,345</u>	<u>531,565</u>	39%
Other fees & charges				
Tax collector	-	2,334	2,468	95%
Total other fees and charges	<u>-</u>	<u>2,334</u>	<u>2,468</u>	95%
Total expenditures	<u>-</u>	<u>210,679</u>	<u>534,033</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	4	254,398	3,099	
Fund balances - beginning	917,044	662,650	660,903	
Fund balances - ending	<u>\$ 917,048</u>	<u>\$ 917,048</u>	<u>\$ 664,002</u>	

**HARMONY WEST
 COMMUNITY DEVELOPMENT DISTRICT
 STATEMENT OF REVENUES, EXPENDITURES,
 AND CHANGES IN FUND BALANCES
 CAPITAL PROJECTS FUND SERIES 2018
 FOR THE PERIOD ENDED MARCH 31, 2021**

	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

15

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 February 22, 2021 at 10:00 a.m., at Johnston’s Surveying, Inc., 900 Shady Lane, Kissimmee, Florida 34744.

Present were:

Richard Jerman	Chair
John “Chris” Tyree	Assistant Secretary
Alex Madison	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Vivek Babbar (via telephone)	District Counsel
Jere Earlywine (via telephone)	Straley Robin Vericker
Courtney Potter	Forestar
Robyn Bronson	Forestar
Roger Van Auker	Forestar

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:00 a.m. She noted that the Oath of Office was administered to Supervisor Madison before the meeting. Supervisors Richard Jerman, Tyree and Madison were present. Supervisors Marlow and Jennifer Jerman were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2021-01, Canvassing and Certifying the Results of the Landowners’ Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date

42 Ms. Cerbone presented Resolution 2021-01 and recapped the Landowners' Election
43 results, as follows:

44	Seat 3	Alex Madison	979 Votes	Four-year Term
45	Seat 4	Jennifer Jerman	978 Votes	Two-year Term
46	Seat 5	Denver Marlow	979 Votes	Four-year Term

47

48 **On MOTION by Mr. Tyree and seconded by Mr. Jerman, with all in favor,**
 49 **Resolution 2021-01, Canvassing and Certifying the Results of the Landowners'**
 50 **Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes;**
 51 **and Providing for an Effective Date, was adopted.**

52

53

54 **FOURTH ORDER OF BUSINESS**

Consider Resignations of Supervisors

55

56 Ms. Cerbone presented resignation letters from Ms. Jennifer Jerman and Mr. Denver
57 Marlow, from Seats 4 and 5, respectively, both dated February 2, 2021.

58

59 **On MOTION by Mr. Tyree and seconded by Mr. Madison with all in favor, the**
 60 **resignations of Ms. Jennifer Jerman and Mr. Denver Marlow, from Seats 4 and**
 61 **5, respectively, dated February 2, 2021, were accepted.**

62

63

64 **FIFTH ORDER OF BUSINESS**

Consider Appointment of Supervisors

65

66 Mr. Tyree nominated Ms. Courtney Potter to fill the unexpired term of Seat 4. No other
67 nominations were made.

68

69 **On MOTION by Mr. Jerman and seconded by Mr. Madison with all in favor, the**
 70 **appointment of Ms. Courtney Potter to Seat 4, term expires November 2022,**
 71 **was approved.**

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74 Mr. Tyree nominated Mr. Roger Van Auker to fill the unexpired term of Seat 5. No other
75 nominations were made.

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On MOTION by Mr. Madison and seconded by Mr. Jerman with all in favor, the appointment of Mr. Roger Van Auker to Seat 5, term expires November 2024, was approved.

SIXTH ORDER OF BUSINESS

Administration of Oath of Office to Newly Appointed Supervisors *(the following to be provided in a separate package)*

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Courtney Potter and Mr. Roger Van Auker.

▪ **Acceptance of Resignation of Supervisor Richard Jerman, Seat 1**

This item was an addition to the agenda.

Ms. Cerbone presented Mr. Richard Jerman’s resignation letter.

On MOTION by Mr. Madison and seconded by Mr. Tyree with all in favor, the resignation of Mr. Richard Jerman, from Seat 1, was accepted.

Mr. Tyree nominated Ms. Robyn Bronson to fill the unexpired term of Seat 1. No other nominations were made.

On MOTION by Mr. Van Auker and seconded by Ms. Potter with all in favor, the appointment of Ms. Robyn Bronson to Seat 1, term expires November 2022, was approved.

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Robyn Bronson.

Ms. Cerbone explained the following items:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Financial Disclosure Forms**
 - I. Form 1: Statement of Financial Interests**
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - III. Form 1F: Final Statement of Financial Interests**

113 D. Form 8B – Memorandum of Voting Conflict

114

115 SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Harmony West Community Development District, and Providing for an Effective Date

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122 Ms. Cerbone presented Resolution 2021-02.

123 Mr. Madison nominated Mr. Tyree for Chair. No other nominations were made.

124

On MOTION by Ms. Potter and seconded by Ms. Bronson, with all in favor, the appointment of Mr. Tyree as Chair, was approved.

125

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128

129 Mr. Tyree nominated the remainder of the slate of officers, as follows:

130	Chair	Chris Tyree
131	Vice Chair	Alex Madison
132	Secretary	Craig Wrathell
133	Assistant Secretary	Courtney Potter
134	Assistant Secretary	Robyn Bronson
135	Assistant Secretary	Roger Van Auker
136	Assistant Secretary	Cindy Cerbone
137	Assistant Secretary	Daniel Rom
138	Treasurer	Craig Wrathell
139	Assistant Treasurer	Jeff Pinder

140 No other nominations were made.

141

On MOTION by Mr. Tyree and seconded by Mr. Madison, with all in favor, Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Harmony West Community Development District, as nominated, and Providing for an Effective Date, was adopted.

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149 **EIGHTH ORDER OF BUSINESS** **Presentation of Audited Financial Report**
150 **for the Fiscal Year Ended September 30,**
151 **2020, Prepared by Berger, Toombs, Elam,**
152 **Gaines & Frank**
153

154 Ms. Cerbone presented the Audited Financial Report for Fiscal Year Ended September
155 30, 2020. There were no findings, irregularities or instances of noncompliance; it was a clean
156 audit.
157

158 **NINTH ORDER OF BUSINESS** **Consideration of Resolution 2021-03,**
159 **Hereby Accepting the Audited Financial**
160 **Report for the Fiscal Year Ended**
161 **September 30, 2020**
162

163 Ms. Cerbone presented Resolution 2021-03.
164

165 **On MOTION by Mr. Tyree and seconded by Mr. Madison, with all in favor,**
166 **Resolution 2021-03, Hereby Accepting the Audited Financial Report for the**
167 **Fiscal Year Ended September 30, 2020, was adopted.**

168
169
170 **TENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
171 **Statements as of January 31, 2021**
172

173 Ms. Cerbone presented the Unaudited Financial Statements as of January 31, 2021.
174

175 **On MOTION by Mr. Madison and seconded by Mr. Tyree, with all in favor, the**
176 **Unaudited Financial Statements as of January 31, 2021, were accepted.**
177

178
179 **ELEVENTH ORDER OF BUSINESS** **Approval of Minutes**

- 180
181 **A. August 24, 2020 Telephonic Public Hearings and Regular Meeting**
182 **B. November 3, 2020 Landowners' Meeting**

183 Ms. Cerbone presented the August 24, 2020 Telephonic Public Hearings and Regular
184 Meeting and the November 3, 2020 Landowners' Meeting Minutes.
185

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On MOTION by Mr. Tyree and seconded by Mr. Madison, with all in favor, the August 24, 2020 Telephonic Public Hearings and Regular Meeting and the November 3, 2020 Landowners’ Meeting Minutes, as presented, were approved.

190
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TWELFTH ORDER OF BUSINESS

Staff Reports

193

A. District Counsel: *Straley Robin Vericker*

There being no report, the next item followed.

196

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

There being no report, the next item followed.

197

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

There being no report, the next item followed.

199

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

Ms. Cerbone stated there was interest in amending the existing meeting schedule.

The following changes were made to the Fiscal Year 2021 Meeting Schedule:

DATE: Change dates to the third Thursday of the month.

TIME: Change “10:00 AM” to “1:30 PM”

205

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207

On MOTION by Mr. Van Auker and seconded by Mr. Madison, the Fiscal Year 2021 Meeting Schedule, amended as discussed, was approved.

208
209

Ms. Cerbone distributed copies of the Buck Lake Cost Share Agreement. Discussion ensued regarding the need for a Board Member to serve on the Buck Lake Committee, along with a representative from Harmony CDD. Mr. Tyree stated he would serve on the committee. Discussion ensued regarding the committee, cost sharing with Harmony CDD and how much to budget for lake maintenance since Harmony West CDD is partially responsible for maintenance. Ms. Cerbone stated that she would contact the Management Company to facilitate a meeting and copy Mr. Tyree.

217

- **NEXT MEETING DATE: March 22, 2021 at 10:00 A.M.**

218

- **QUORUM CHECK**

219 Pursuant to the amended Fiscal Year 2021 Meeting Schedule just approved, the next
220 meeting will be held on March 18, 2021 at 1:00 p.m., rather than on the date and time listed
221 above. The March meeting may be cancelled if not necessary.

222

223 **THIRTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

224

225 There being no Board Members' comments or requests, the next item followed.

226

227 **FOURTEENTH ORDER OF BUSINESS** **Public Comments**

228

229 There being no public comments, the next item followed.

230

231 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

232

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

234

235 **On MOTION by Mr. Madison and seconded by Mr. Tyree with all in favor, the**
236 **meeting adjourned at 10:40 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

16DI



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 16, 2021

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

RE: Harmony West Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter of April 2, 2021 requesting confirmation of the number of registered voters within the Harmony West Community Development District as of April 15, 2021.

The number of registered voters within the Harmony West CDD is 105 as of April 15, 2021.

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

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

Vote
Osceola

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

16DII

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

*Johnston's Surveying, Inc., 900 Cross Prairie Parkway (formerly 900 Shady Lane),
Kissimmee, Florida 34744*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 26, 2020 CANCELED	Regular Meeting	10:00 AM
November 3, 2020	Landowners' Meeting	10:00 AM
November 23, 2020 CANCELED	Regular Meeting	10:00 AM
January 25, 2021 CANCELED	Regular Meeting	10:00 AM
February 22, 2021	Regular Meeting	10:00 AM
March 18, 2021 CANCELED	Regular Meeting	1:30 PM
April 15, 2021 CANCELED	Regular Meeting	1:30 PM
May 20, 2021	Regular Meeting	1:30 PM
June 17, 2021	Regular Meeting	1:30 PM
July 15, 2021	Regular Meeting	1:30 PM
August 19, 2021	Public Hearing & Regular Meeting	1:30 PM
September 16, 2021	Regular Meeting	1:30 PM