

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

&

HARMONY

COMMUNITY DEVELOPMENT DISTRICT

July 15, 2021

BUCK LAKE COMMITTEE

MEETING AGENDA

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

OFFICE OF THE DISTRICT MANAGER

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

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

July 8, 2021

ATTENDEES:

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

Committee Members

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

Dear Committee Members:

The Members of Buck Lake Committee will hold a Meeting on July 15, 2021 at 1:30 p.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway (formerly Shady Lane), Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Review of Minutes from April 6, 2021 Committee Meeting
3. Confirmation of Approval of Bio-Tech Consulting, Inc., Agreement for Consultation/Preparation of Buck Lake Management Plan and Buck Lake Policies
 - Initial Fee: 50% of NTE \$1,450 and NTE \$2,900
 - Ongoing Fee: 50% of NTE \$2,900
4. Presentation/Discussion: Buck Lake Management Plan, Buck Lake Policies and Public Use Policies
 - A. Buck Lake Management Plan
 - B. Policies for use of Buck Lake and Other Stormwater Management Facilities
 - C. Public Use Policies
5. Review of Harmony CDD Costs Incurred for Buck Lake Maintenance Services
6. Confirmation of Approval of Bio-Tech Consulting, Inc., Proposal for Annual Inspection and Recommended Maintenance
 - Initial Fee: 50% of Initial Cleanup \$3,500 and Annual Maintenance \$14,400
7. Next Steps on Buck Lake Maintenance Services

Buck Lake Committee

Harmony West Community Development District and Harmony Community Development District

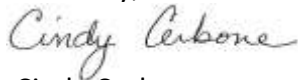
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8. Other
9. Committee Comments/Requests
10. Next Meeting Date: _____
11. Adjournment

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

Sincerely,



Cindy Cerbone

HWCCD District Manager

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

BUCK LAKE COMMITTEE

2

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

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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**
46 **by HWCDD/HCDD**
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

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

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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 by Bio-Tech, via airboat, and those treatments have not been

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105 done by Bio-Tech in at least two years. He believed that, currently, HCDD field services staff
106 members are conducting the only lake management.

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

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117 Ms. Kramer asked if he was treating Caesar weed and Cogon grass. Mr. Baker responded
118 affirmatively. Ms. Kramer stated that HCDD has the same issues.

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

127 Ms. Kramer stated that wetland maintenance was separate and apart from lake
128 maintenance and Ms. Cerbone agreed. Mr. Baker responded affirmatively and stated that other
129 issues, known when permitting the site, may include landfill, which the WMD may require to be
130 removed at a possible cost, in the future.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

209 Ms. Kramer stated she believed there was a Lake Management Plan historically that
210 Greg Golgolwski had put together. Ms. Cerbone asked if, with two CDDs and two Boards, there
211 was more of a comfort level having a third party prepare it.

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

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

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

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225 Mr. Earlywine stated the Agreement calls for a long-term plan, which maintains the lake
226 in compliance with permit requirements. He suggested developing a baseline plan first and
227 then suggestions for adding fish or whatever is appropriate can be added later. He felt that Ms.
228 Kramer was looking for a basic cost to put together a Management Plan that complies with the
229 Agreement and keeps the lake in compliance with the law and regulatory requirements. Ms.
230 Kramer responded affirmatively. Mr. Baker stated that is what HCDD is doing now.

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

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237 other items. Mr. Earlywine stated he understood the fee was not-to-exceed \$1,450 and, on an
238 hourly basis up to that level, with add-ons if additional things must be done. Mr. Baker stated
239 that was correct. Mr. Earlywine asked Ms. Kramer how that sounds. Ms. Kramer stated she
240 could take that to the CDD Board. Ms. Cerbone asked if that was something she was
241 comfortable taking to the CDD Board. Ms. Kramer responded yes, a comprehensive plan that
242 would satisfy all the permit requirements and specify the ground rules for what would be
243 treated and to what quality the lake would be maintained; she felt that was a reasonable price
244 for that type of plan. Ms. Suit asked if that was a monthly fee. Ms. Kramer stated that was a
245 one-time fee for the Management Plan. Ms. Cerbone stated the costs were as described in the
246 agenda and she would discuss costs again at the end.

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

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

255

256 **FIFTH ORDER OF BUSINESS**

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

257

258

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

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

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

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

265 Ms. Cerbone asked Mr. Baker to provide an update regarding the Army Corps of
266 Engineers (ACOE) violation. Mr. Baker stated the ACOE enforcement issue is relegated only to
267 the "Harmony" Main CDD property, HCDD, which was separate from the HWCDD and Harmony
268 Central. When the initial permit was issued in 2001, HCDD (Birchwood Acres) was supposed to

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272 have recorded conservation easements with third party enforcement rights to the ACOE. Some
273 additional minor issues have since been taken care of, including authorization for building docks
274 on Buck Lake. The HCDD has provided reworded conservation easements to the ACOE, using the
275 South Florida Water Management District's (SFWMD) standard language to include third party
276 enforcement rights. This new wording is under review with the ACOE Office of General Counsel
277 in Jacksonville. The process has been ongoing for over two and a half years.

278 Mr. Tyree stated that does not include any of the property on the HWCDD side. Mr.
279 Baker stated it does not. Ms. Cerbone asked Mr. Earlywine and Mr. LaNasa if this pertains to
280 this Committee. Mr. Earlywine stated he did not see how it does because it deals with areas
281 outside of the lake. Mr. Baker stated that associated wetlands, subject to conservation
282 easements, are part of the lake and all the easements are part of the violation. Mr. Tyree
283 clarified that there are wetlands on the Harmony main portion of the lake associated with these
284 violations. Mr. Baker stated all the wetlands on the south side of Buck Lake are included.

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

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

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

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

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

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

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

314 Ms. Cerbone asked the HWCDD representative to provide an estimated time for
315 potential use for residents on the HWCDD side of Buck Lake utilizing Buck Lake. Mr. Tyree
316 stated that the canals are part of the mini center that is in permitting; groundbreaking was
317 scheduled for May and a 12 month build out was planned. A small canoe/kayak launch would
318 be put in those canal areas. Another piece, on the north side of Buck Lake, would be a future
319 site in approximately four years. Ms. Cerbone stated she wanted to set historical context for
320 usage in both the near term and the long term.

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

322 This item was deferred.

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

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

325

326 **SIXTH ORDER OF BUSINESS**

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

327

328

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

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

331 **C. Other**

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

337 Mr. Earlywine stated that the policies in Section 9 is pretty thin, prohibiting gas-
338 powered boats and providing for equal treatment and that he viewed the HCDD website, which
339 included rules for boating beyond the scope of the discussion. It was unclear from the
340 Agreement what was originally contemplated to be part of these Policies; this seems to be only
341 the minimum. He observed that HCDD has many different policies governing lake usage. It
342 seemed some mix should be in place regarding fishing or water quality issues. He asked if the
343 Bio-Tech consultants have a sense of what policies should be in place, from an environmental
344 perspective. Mr. Baker stated the original Harmony DRI laid out all the policies for the lake,
345 mainly the prohibition on gas-powered engines. Mr. Earlywine asked if it was as easy as using
346 language from the DRA or referencing the DRI. Mr. Baker stated those are documents by which
347 the CDDs are bound.

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348 Ms. Kramer stated the other "Harmony Main" policies included letting the lake rest on
349 Tuesdays, when boating and fishing are prohibited; it has typically not been seen as a hardship
350 and no residents seem to complain. Another policy, not sure of current enforcement, is a
351 prohibition on private boats, mainly due to hydrilla. There is no boat ramp so launched boats
352 are not allowed but kayaks could be brought in. She asked if boats or a launch area would be
353 provided. Mr. Tyree stated a canoe/kayak launch area would be provided but boats would not
354 be provided for rent, due to liability issues. Private canoes and kayaks would be permitted.

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

360 Mr. Earlywine discussed easement issues and stated a nonresident rate may need to be
361 established; he suggested circulating the DRA language for the Committee's consideration. You
362 may be better off adopting a nonresident user rate could be adopted through rulemaking, if
363 necessary.

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364 Mr. Tyree noted that the policy might need to allow for gas-powered boats for
365 maintenance and rescue operations to permit airboats for maintenance. Mr. Baker stated he
366 believed that it is in the DRI, since airboats were used for maintenance.

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373 Ms. Cerbone stated, according to the Agreement, the Buck Lake Policies should be
374 adopted no later than June 1 and suggested the Committee declare the Policies in the
375 Agreement acceptable and that, as of today, all parties agree that, while the Policies in the
376 Agreement will be modified, in the future, but they will not be available for Board review before
377 June 1. The Committee members agreed.

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379 **SEVENTH ORDER OF BUSINESS** **Recap of Committee Items to Present to**
380 **Respective CDD Boards**

381
382 **A. Buck Lake Policies**

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

- 384 ➤ The Committee wants to employ Bio-Tech to create the Management Plan.
385 ➤ The Committee members are comfortable with the Policies and would present them to
386 their CDD Boards. At some point, in the near future, the Committee would reconvene to update
387 the Policies.

388 Ms. Suit stated she believed a Usage Agreement was executed between the CDDs. Ms.
389 Cerbone asked if it was executed by both parties. Ms. Suit stated she would research it. Ms.
390 Cerbone stated she did not recall a Usage Agreement executed or on an agenda. She asked Ms.
391 Suit to send the document in question and asked what type of usage it addressed. Ms. Suit
392 stated it was in reference to what each CDD could do with the lake. Ms. Kramer stated she had
393 not seen one either and asked if it was the License Agreement. Ms. Suit stated the License
394 Agreement was terminated and this was around the same time. Ms. Cerbone asked Mr. Rom to
395 consult with the Director of Administration regarding if an executed or unexecuted document
396 was received.

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

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

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

401 **B. Buck Lake Management Plan**

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

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

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

April 6, 2021

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

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

410 Ms. Kramer stated that was correct but there have been developmental impacts.

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

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

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

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

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

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

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

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

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

April 6, 2021

441 Mr. Kramer stated that he had not seen any treatment in the canals and barriers were in
442 place.

443 Mr. Tyree stated that site construction began in November 2019 and barriers installed
444 to maintain water discharge from site construction; he had not seen anyone in the canals in
445 over a year.

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

448 Mr. Tyree stated, in the last year, nobody was maintaining the canals. He asked if
449 something was being charged for work that was not being done to our side of the lake.

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

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

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

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

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

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

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

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

470 Mr. Tyree felt that the bottom line is what it actually costs and, if those costs were
471 provided, it would be considered and decided on. Right now, a number of \$500 or \$600 was put

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

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473 on the table and, to his knowledge, he had not seen anybody in the canals maintaining anything
474 in the last year, since they have owned the property.

475 Ms. Kramer stated it is not just the canals, it is the lake, which they own. Mr. Tyree
476 stated he understood. Ms. Kramer stated, if a report came back that the lake was in horrible
477 condition, or needed major remediation or that HCDD had not been taking care of it, she could
478 understand Mr. Tyree's position; however, HCDD has been taking good care of the lake and
479 preserved the amenity for HWCDD, as well as for HCDD. She thought Bio-Tech could estimate a
480 reasonable cost to maintain the lake in that condition on a monthly basis. Ms. Cerbone stated,
481 then we can have further discussion. Mr. Tyree stated he was just looking for backup for the
482 costs. Ms. Cerbone asked Mr. Baker to provide a service proposal and asked Ms. Kramer if the
483 field operations team keeps logs with dates and times of service. Ms. Kramer replied that,
484 unfortunately they did not; however, since she joined the Board, hours and chemicals and
485 processes were being tracked.

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

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

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

499 Mr. Tyree discussed why he believed the costs already paid by HCDD and their
500 reimbursements for the upcoming maintenance would be a wash. He suggested if they could
501 formalize a budget with Bio-Tech, as a third party, with agreed upon costs, HCDD may not need
502 to pay its 50% portion of those costs for Fiscal Year 2022 or 2023 in exchange for work HCDD

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

April 6, 2021

507 has provided. Ms. Cerbone stated the only additional cost would be for creation of the
508 Management Plan.

509

510 **EIGHTH ORDER OF BUSINESS** **Committee Comments/Requests**

511

512 Ms. Cerbone stated there would most likely not be another Committee meeting before
513 budget presentations. The HWCCD would most likely rely on information provided by Mr. Baker
514 and Ms. Kramer.

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

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

526 It was agreed that the two Policies would remain in place for the time being. The
527 intention was to meet at a later date to discuss additional policies, the DRI and the
528 Management Plan.

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530 **NINTH ORDER OF BUSINESS** **Adjournment**

531

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

533

534 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

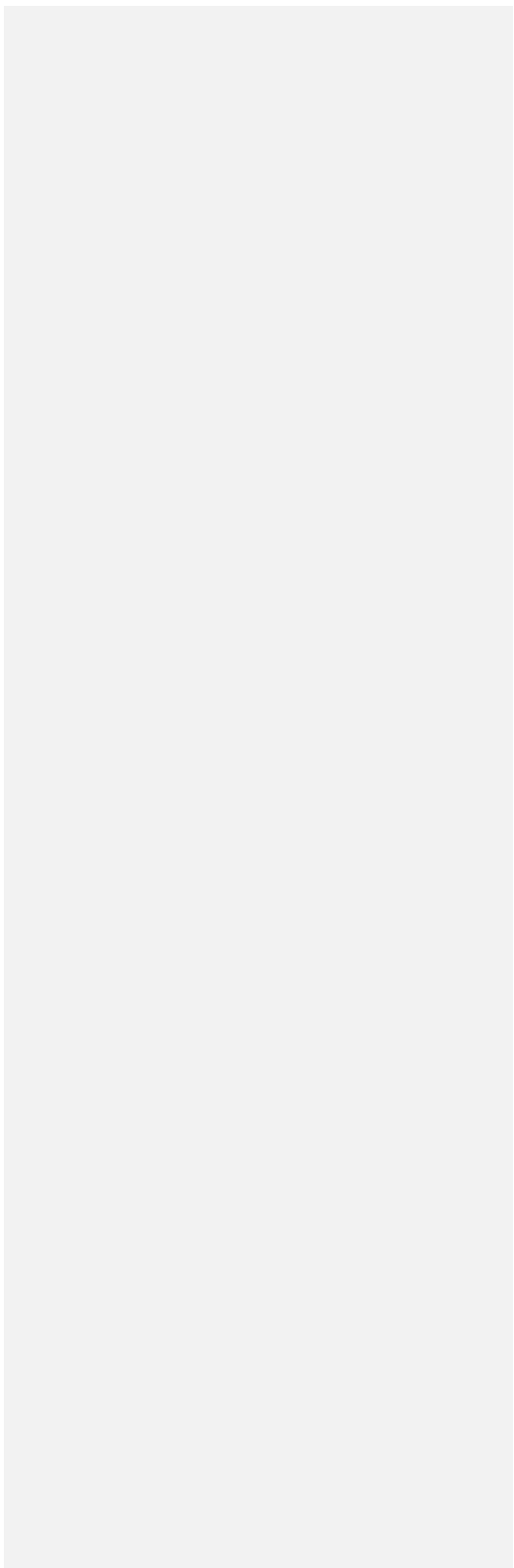
**HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE**

April 6, 2021

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Secretary/Assistant Secretary

Chair/Vice Chair



BUCK LAKE COMMITTEE

3

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

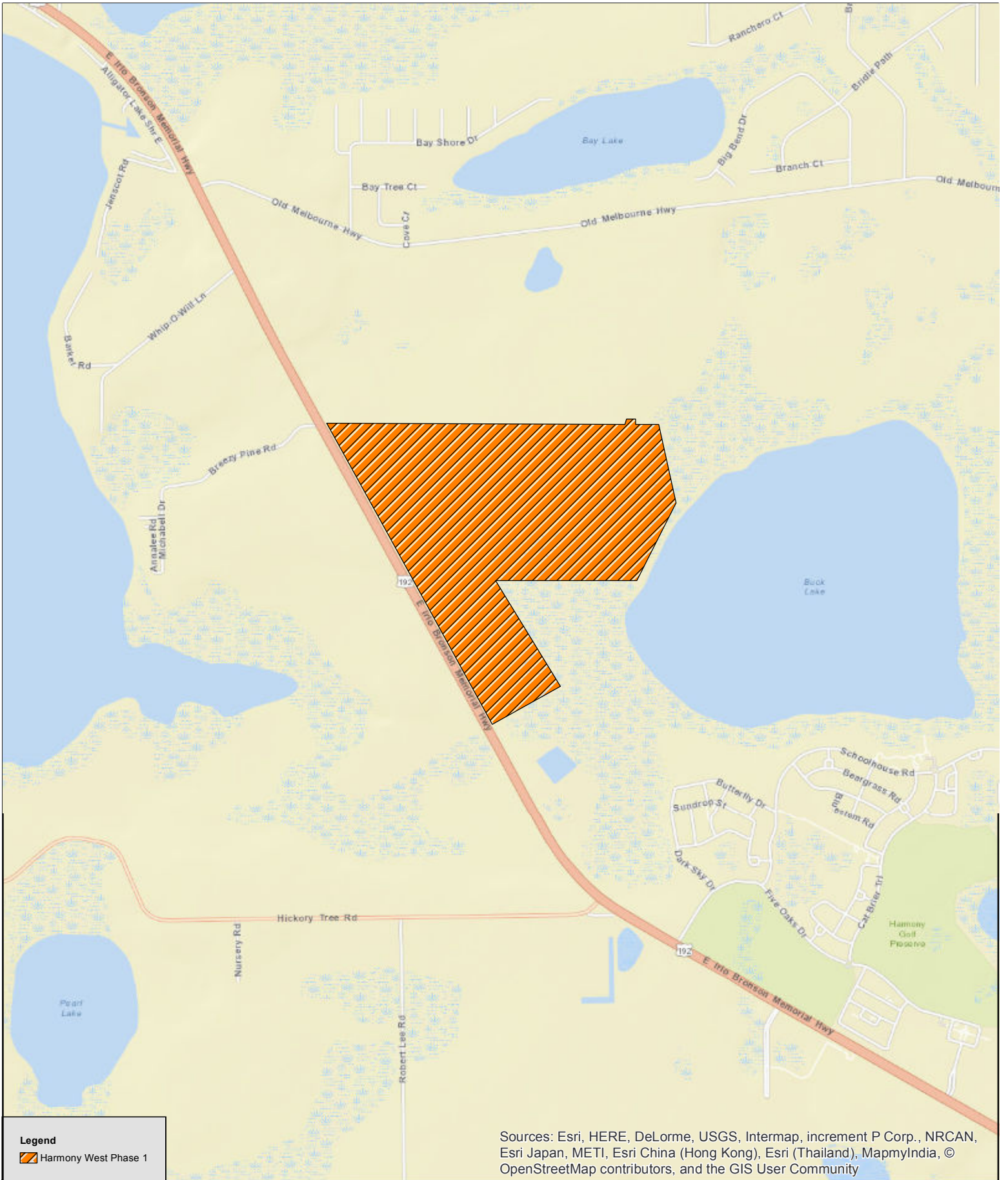
Authorized Signatory

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 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.

BUCK LAKE COMMITTEE

4A



June 29, 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: Buck Lake Management Plan

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this Management Plan associated with Harmony West - Buck Lake Management in Osceola County. Please find the attached narrative and associated exhibits.

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 E. Baker
Director

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

Buck Lake Management Plan
Harmony, Florida
Osceola County

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

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

Water-Hyacinth (*Eichhornia crassipes*)

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

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

Old World Climbing Fern (*Lygodium microphyllum*)

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

Cuban Bulrush (*Cyperus blepharoleptos*)

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

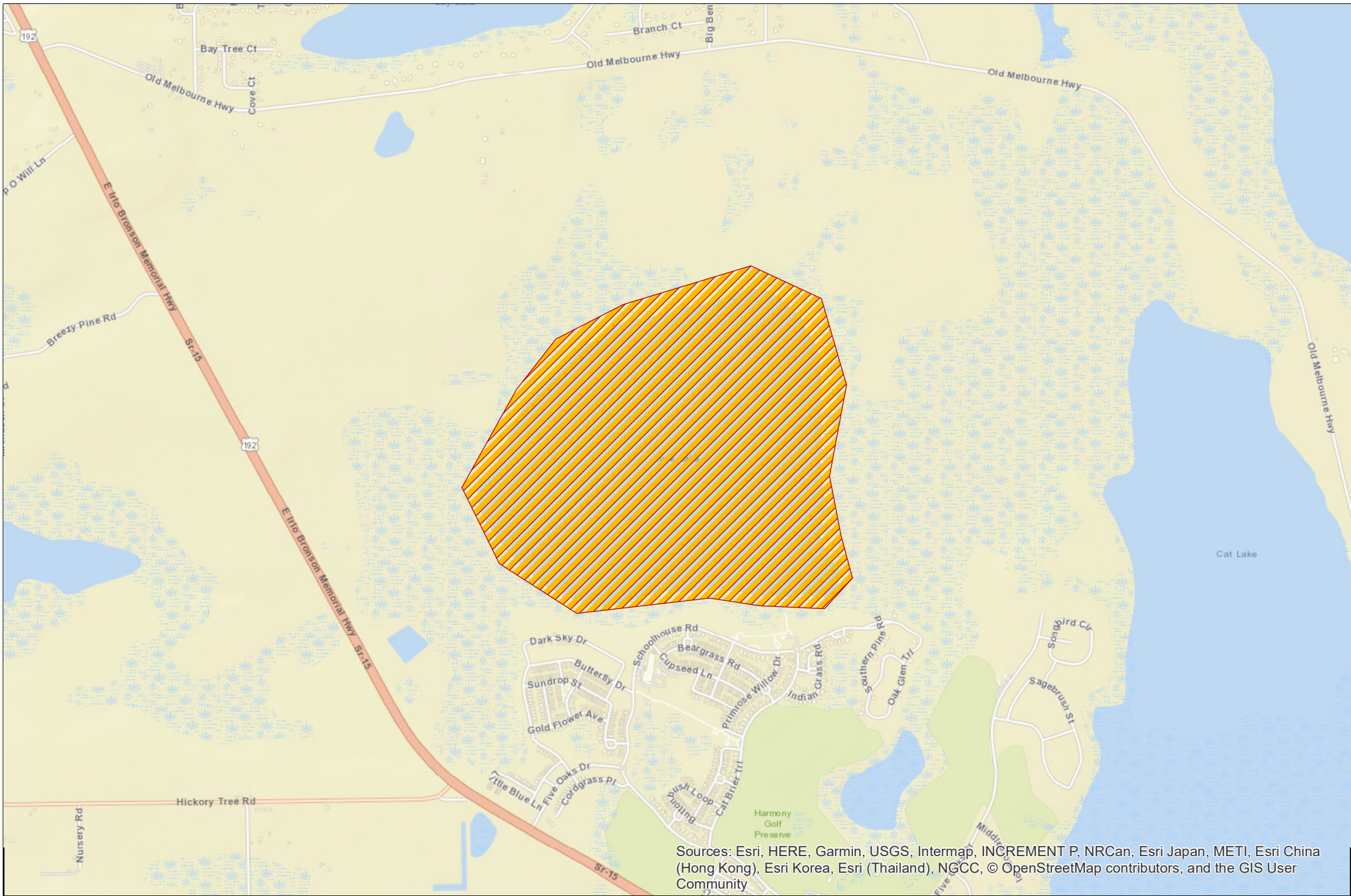
*2021 University of Florida / IFAS / Center for Aquatic & Invasive Plants

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

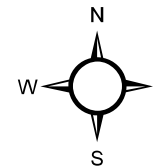
Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These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

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

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

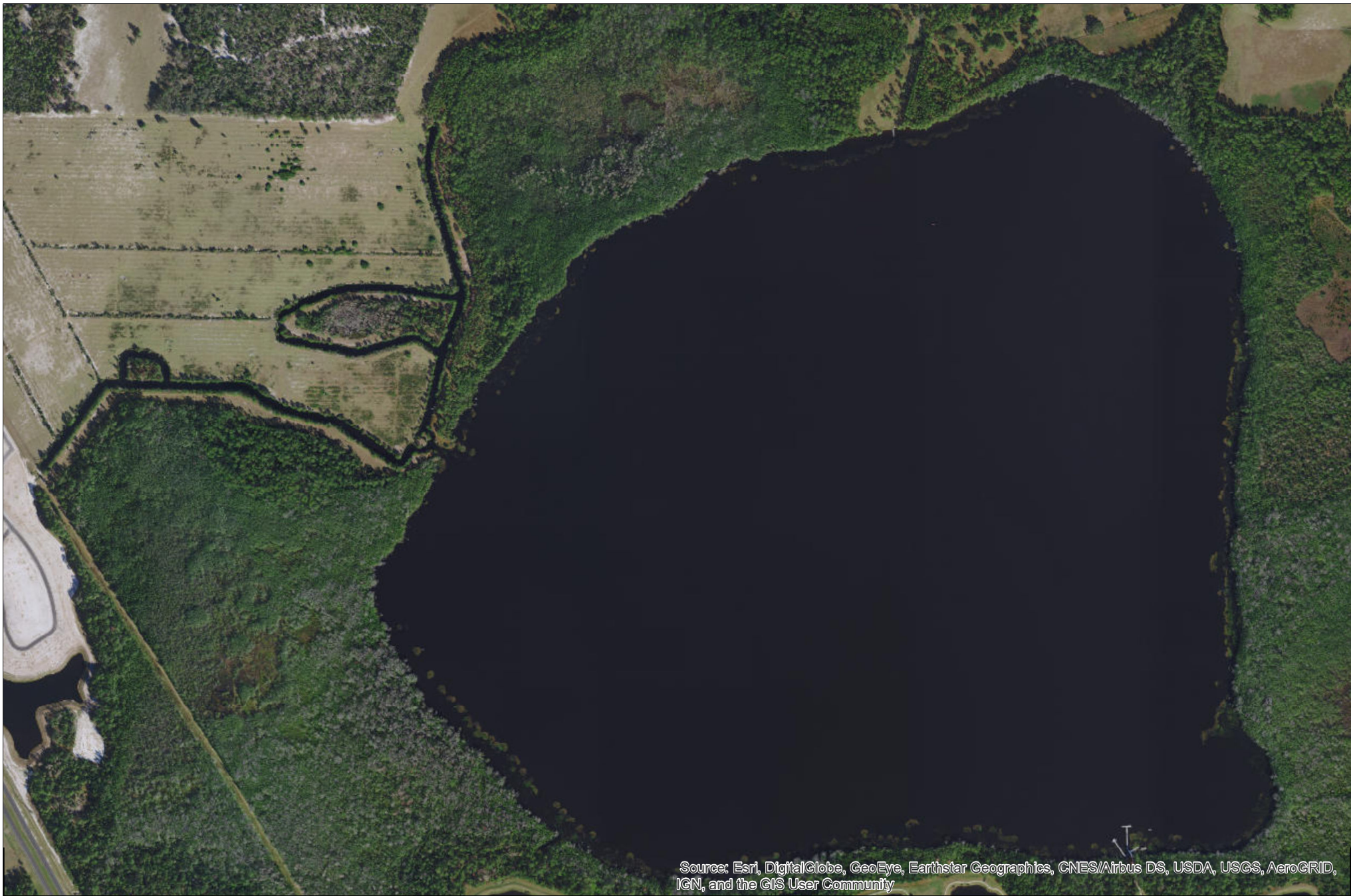


Harmony West-Buck Lake
 Osceola County, Florida
 Figure 1
 Location Map



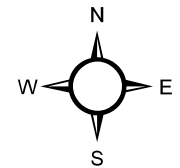
0 600 1,200 2,400
 Feet

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



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

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



0 250 500 1,000
Feet

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

BUCK LAKE COMMITTEE

4B

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT'S
POLICIES FOR USE OF BUCK LAKE AND OTHER STORMWATER MANAGEMENT FACILITIES**

Deleted: ¶

Buck Lake Policies

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

1. Swimming, bathing, wading and diving are prohibited in Buck Lake.
2. Boating and fishing are permissible on Buck Lake.
3. Permissible boat types that may be used on Buck Lake include oar or paddle driven boats, such as canoes, kayaks, row boats, and sculls; single hulled sail boats; and battery powered electric boats. With the exception of rescue operations or aquatic maintenance, use of gasoline or diesel-powered boats on Buck Lake is strictly prohibited. Boats may not exceed 18 feet in length. Boats used on Buck Lake must be operable and kept in good repair.
4. All federal, state, and local boating laws as well as all District policies, regulations, and guidelines must be adhered to while using boats on Buck Lake.
5. All boats on Buck Lake must be equipped with life jackets and operated in a safe and courteous manner.
6. Any person operating or using a boat on Buck Lake must use his or her best efforts to protect the premises, equipment, and improvements owned by the District.
7. No anchors of any type are allowed on Buck Lake.
8. Fishing on a catch and release basis is recommended in Buck Lake; however, any person that elects to keep a fish should refrain from cleaning fish lakeside or from a boat. Only fish that are twelve (12) inches in length may be taken from Buck Lake.
9. Fishing lines must not be left unattended.
10. The following items are prohibited on or near Buck Lake: large nets, traps, spears, firearms, air rifles, and bows and arrows.

Deleted:

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

Formatted: Indent: Left: 0.5", No bullets or

Ponds and Other Stormwater Management Facilities Policies

Harmony West Community Development District's stormwater management facilities and other District-maintained ponds (together "Ponds") primarily function as retention ponds to facilitate the District's system for treatment and attention of storm water run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds.

1. Swimming, bathing, wading and diving are prohibited in all Ponds.
2. No watercraft of any kind is allowed in any of the Ponds. Exception of aquatic maintenance
3. Fishing is only permitted at the Ponds during the hours from sunrise to sunset and in areas that do not back up to homes. Homeowners are permitted to fish from their own

backyards down to the water line and are not permitted to fish from the backyard of others or otherwise in the CDD easement area abutting others private property without specific permission by that homeowner. Backyard private property lines extend to the water's edge.

4. Any permitted fishing is on a catch and release basis only.
5. Users of the Ponds shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the Ponds.
6. Pets are not allowed in the Ponds.
7. Wildlife (including but not limited to birds and reptiles) may neither be removed from nor released into the Ponds.
8. No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the Ponds and their maintenance easements unless properly permitted and approved by the District and other applicable governmental agencies.
9. No foreign materials may be disposed of in the Ponds including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that may be detrimental to the pond environment.
10. Any hazardous condition concerning the Ponds must be immediately reported to the District Manager and the proper authorities.
11. Property owners and residents of the District are responsible for their tenants', guests', and invitees' adherence to these policies.

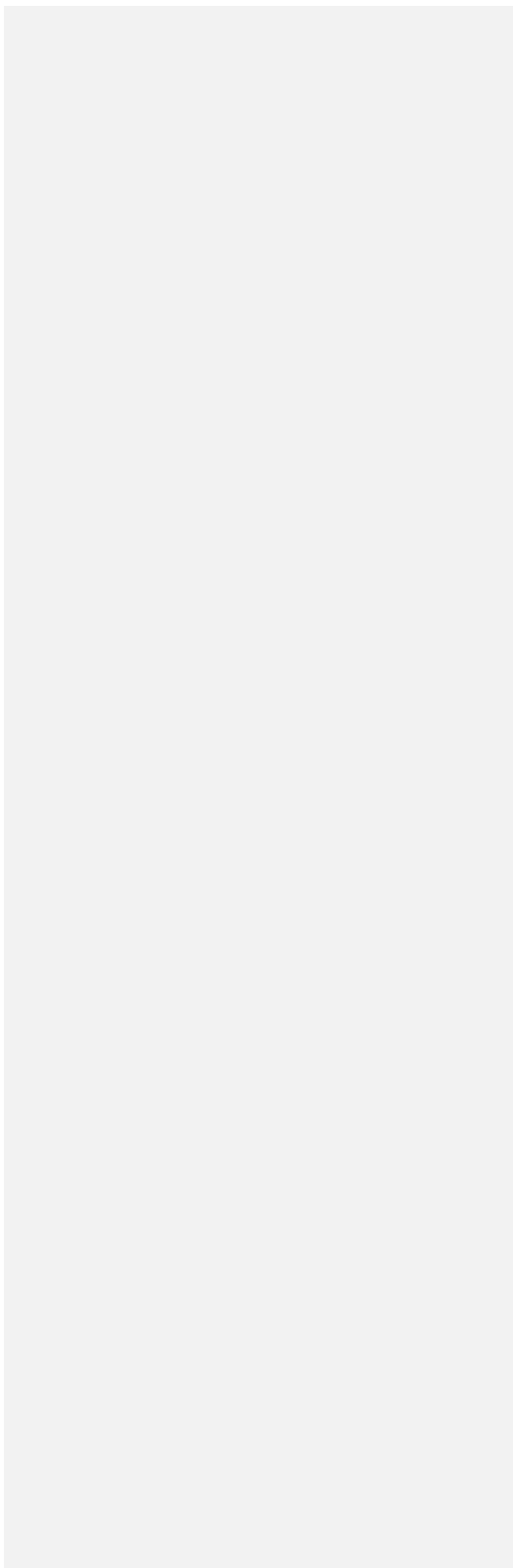
Violation of the policies set forth herein may result in suspension or termination of amenity privileges and in the case of trespassing on private property, a criminal violation pursuant to Florida law.

The Harmony West Community Development District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of Buck Lake or the Ponds.

These Policies may be amended and/or updated as the District deems necessary.

(Adopted ____ 2021)

DRAFT



BUCK LAKE COMMITTEE

5

MAINTENANCE OF BUCK LAKE
Costs incurred by Harmony CDD from
January 2020 to June 2021

Harmony CDD has expended \$9450 to maintain Buck Lake from January 2020 to June 2021 (18 months). This equates to:

- 1. \$6300 per year, or**
- 2. \$525 per month.**

The above costs include staff time, boat usage, chemical costs and overhead. No profit is included as the Harmony CDD is a governmental entity.

Staffing: During the above time period, Harmony CDD maintained six full time staff members, two of whom serve to maintain Buck Lake as part of their duties. At all times during the maintenance period, the primary employee responsible for maintaining Buck Lake has held a Florida Aquatic Pesticide License, Public Certification and the other is trained to assist in the maintenance of Buck Lake. (See Attachment A)

Chemicals: Tribune is used for control of invasive aquatic weeds along with Cide Kick, a surfactant, that ensures better contact of the herbicide. (Invoices provided in Attachment B, however these invoices include not only chemicals for maintenance of Buck Lake, but also chemicals for maintenance of Harmony's ponds and wetlands. Harmony does not purchase chemicals separately for each project.)

Previous Report: This information should be read with the report previously provided via email to Cindy Cerbone, District Manager, Harmony West. (See Attachment C)

Harmoy CDD Maintaince at Buck Lake					
YEAR	MONTH	INSPECTION DATE	HOURS	TREATMENT DATE	HOURS
2020					
	JANUARY	Tuesday, January 7, 2020	6		
	FEBRUARY	Tuesday, February 4, 2020	6		
	MARCH	Tuesday, March 3, 2020	6		
	APRIL	Tuesday, April 7, 2020	6		
				Tuesday, April 21, 2020	10
	MAY	Tuesday, May 5, 2020	6		
				Tuesday, May 12, 2020	6
	JUNE	Friday, June 12, 2020	6		
				Tuesday, June 16, 2020	10
	JULY	Tuesday, July 7, 2020	6		
				Tuesday, July 14, 2020	8
	AUGUST	Tuesday, August 4, 2020	6		
				Tuesday, August 11, 2020	6
	SEPTEMBER	Tuesday, September 1, 2020	6		
				Tuesday, September 8, 2020	4
	OCTOBER	Tuesday, October 6, 2020	6		
				Tuesday, October 20, 2020	14
	NOVEMBER	Tuesday, November 3, 2020	6		
	DECEMBER	Tuesday, December 1, 2020	6		
2021					
	JANUARY	Tuesday, January 5, 2021	6		
	FEBRUARY	Tuesday, February 2, 2021	6		
	MARCH	Tuesday, March 2, 2021	6		
	APRIL	Tuesday, April 6, 2021	6		
	MAY	Tuesday, May 4, 2021	6		
				Tuesday, May 25, 2021	6
	JUNE	Tuesday, June 1, 2021	6		
				Tuesday, June 15, 2021	1
				Wednesday, June 23, 2021	1
	JULY				
	AUGUST				
	SEPTEMBER				
TOTAL			108		66

ATTACHMENT A

Invoice Summary

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
44207456	NUTRIEN AG SOLUTIONS, INC (HARMONY)	01/11/2021	Harmony (Harmony CDD)	2,324.00
41787296	NUTRIEN AG SOLUTIONS, INC (HARMONY)	04/27/2020	Harmony (Harmony CDD)	2,117.50
41116133	NUTRIEN AG SOLUTIONS, INC (HARMONY)	02/06/2020	Harmony (Harmony CDD)	2,025.00
Total:				6,466.50

Nutrien Ag Solutions, Inc.
 WAVERLY FL (1002)
 PO BOX 416
 WAVERLY, FL 33877
 863-439-1569



INVOICE

Invoice #: 44207456
Invoice Date: 01/11/21
Due Date: 02/20/21
Delivery Date: 12/29/20
Order #: 18345200
PO#:
Sales Rep: Knowlton, Troy

HARMONY COMMUNITY DEV DIST (1729393)
 210 N. UNIVERSITY DR #702
 CORAL SPRINGS, FL 33071

Ship Via: Customer Vehicle **County:** POLK

Product #	Product Description	Quantity		Gross Unit Price	Sales Tax	Gross Ext'd Price
1000016537	100-1390	40.0000	GA	49.0000		1,960.00
1000004687	524-343	10.0000	GA	17.9000		179.00
1000901579		10.0000	GA	18.5000		185.00

Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

FRAUD ALERT – Our bank information has NOT changed. Please immediately call (833) 684-9293 and speak to a member of our Credit Department if you are asked to change bank information. Again, DO NOT CHANGE OUR BANK REMITTANCE INFORMATION.

Additional Information

Payment Terms: 20TH DAY OF NEXT MONTH

APPROVED
 By Gerhard van der Snel at 8:56 am, Jan 25, 2021

Invoice Sub Total:	2,324.00
Sales Tax:	0.00
Invoice Total:	2,324.00
Less Prepay Used:	0.00
Less Prepay Discount:	0.00
Gross Invoice Total:	2,324.00
Amount Due:	2,324.00

Remit To:

Nutrien Ag Solutions, Inc.
 PO BOX 10
 WALL LAKE, IA 51466

Nutrien Ag Solutions, Inc.
 WAVERLY FL (1002)
 PO BOX 416
 WAVERLY, FL 33877
 863-439-1569



INVOICE

Invoice #: 41787296
Invoice Date: 04/27/20
Due Date: 05/20/20
Delivery Date: 04/27/20
Order #: 16479452
PO#:
Sales Rep: Knowlton, Troy

HARMONY COMMUNITY DEV DIST (1729393)
 210 N. UNIVERSITY DR #702
 CORAL SPRINGS, FL 33071

Ship Via: Customer Vehicle **County:** POLK

Product #	Product Description	Quantity	Gross Unit Price	Sales Tax	Gross Ext'd Price
1000901579 - 524-343	ROUNDUP CUSTOM 2X2.5GA	35.0000 GA	18.5000		647.50
1000016537 - 100-1390	TRIBUNE 2X2.5GA	30.0000 GA	49.0000		1,470.00

Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

***** Invoice Notes *****

SHIP TO ORDER(S): 16479452
 (HARMONY COMMUNITY DEV / DIST) 7370 FIVE OAKS DR, HARMONY, FL. 34773

RECEIVED
 TROY'S OFFICE
 APR 27 2020
 WEEQUOIA

Approved G v/d Snel 04/29/2020

FRAUD ALERT – Our bank information has NOT changed. Please immediately call (833) 684-9293 and speak to a member of our Credit Department if you are asked to change bank information. Again, DO NOT CHANGE OUR BANK REMITTANCE INFORMATION.

Additional Information

Payment Terms: 20TH DAY OF NEXT MONTH

Invoice Sub Total: 2,117.50
Sales Tax: 0.00
Invoice Total: 2,117.50
Less Prepay Used: 0.00
Less Prepay Discount: 0.00
Gross Invoice Total: 2,117.50
Amount Due: 2,117.50

Remit To:

Nutrien Ag Solutions, Inc.
 PO BOX 10
 WALL LAKE, IA 51466

Nutrien Ag Solutions, Inc.
 WAVERLY FL (1002)
 PO BOX 416
 WAVERLY, FL 33877
 863-439-1569



INVOICE

Invoice #: 41116133
Invoice Date: 02/06/20
Due Date: 03/20/20
Delivery Date: 02/06/20
Order #: 15917909
PO#:
Sales Rep: Knowlton, Troy

HARMONY COMMUNITY DEV DIST (1729393)
210 N. UNIVERSITY DR #702
CORAL SPRINGS, FL 33071

Ship Via: Customer Vehicle **County:** POLK

Product #	Product Description	Quantity	Unit	Gross Unit Price	Sales Tax	Gross Ext'd Price
1000901579	ROUNDUP CUSTOM 2X2.5GA	30.0000	GA	18.5000		555.00
524-343						
1000016537	TRIBUNE 2X2.5GA	30.0000	GA	49.0000		1,470.00
100-1390						

Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

***** Invoice Notes *****

SHIP TO ORDER(S): 15917909
 (HARMONY COMMUNITY DEV DIST) 7370 FIVE OAKS DR, HARMONY, FL. 34773

Approved G v/d Snel 02/10/2020

Mitigation Project, per Gerhard

Received
 Coral Springs, FL
 FEB 10 2020
 INFRAMARK

FRAUD ALERT - Our bank information has NOT changed. Please immediately call (833) 684-9293 and speak to a member of our Credit Department if you are asked to change bank information. Again, DO NOT CHANGE OUR BANK REMITTANCE INFORMATION.

Additional Information

Payment Terms: 20TH DAY OF NEXT MONTH

Invoice Sub Total: 2,025.00
Sales Tax: 0.00
Invoice Total: 2,025.00
Less Prepay Used: 0.00
Less Prepay Discount: 0.00
Gross Invoice Total: 2,025.00
Amount Due: 2,025.00

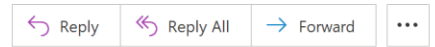
Remit to

Nutrien Ag Solutions, Inc.
 PO BOX 10
 WALL LAKE, IA 51466

Harmony CDD--Cost of Buck Lake Maintenance



Teresa Kramer
To: Cindy Cerbone
Cc: kristen.suit@inframark.com



Fri 4/30/2021 10:57 AM

Follow up. Start by Wednesday, July 7, 2021. Due by Wednesday, July 7, 2021.

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

ATTACHMENT C

BUCK LAKE COMMITTEE

6

From: [Daniel Rom](#)
To: [Daniel Rom](#)
Subject: RE: Harmony West / Buck Lake - Proposal for Initial and Annual Maintenance of Buck Lake
Date: Thursday, July 8, 2021 5:55:08 PM
Attachments: [image001.png](#)

Please see responses below from Bio-Tech in red pertaining to questions poses by both Committee Members:

From: Daniel Rom
Sent: Thursday, July 01, 2021 4:09 PM
To: jay@bio-techconsulting.com
Cc: Jamie Sanchez <sanchezj@whhassociates.com>; Cindy Cerbone <cerbonec@whhassociates.com>
Subject: Harmony West / Buck Lake - Proposal for Initial and Annual Maintenance of Buck Lake
Importance: High

Hi Jay,

I left you a voicemail earlier today. We spoke with the Harmony Buck Lake Committee member and she referenced the below email she sent to you. Please clarify her questions so we can respond back to her ahead of the upcoming Buck Lake Committee meeting.

Additionally, Harmony CDD provided us their 12 month cost (staff, chemical and boat costs) which equated to \$523.51/mo and \$6,280.92 for the year. We had a recap call with Chris Tyree today and he asked for more detail on the \$14,400 annual maintenance services proposal you provided.

Buck Lake and associated canals will be treated for nuisance and exotic vegetation monthly via airboat with applicable herbicides. \$1,200.00 per month.

Email from Harmony Committee Member:

Your proposal (21-1034) includes an initial treatment which you describe as follows:

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.

Will this include all wetland and upland buffer preservation areas on properties owned by both Harmony West and Harmony CDDs? No, this is only for Buck Lake and associated canals.

Your proposal for annual maintenance states that:

This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the

lakeshore areas. Maintenance events will occur monthly.

Does this mean that you will be only treating the lake from the shoreline? Will there be additional charges if Buck Lake needs treatment of a problem that can not be reached from the shoreline? No, we will be treating the lake and associated canals from an airboat.

Jay – I’d like to add: In the Management Plan proposal recently sent, it states: “specific management practices that will be employed within Buck Lake will consist of hand clearing.” Yes, hand clearing will be utilized periodically, this includes disposal of treated vegetation and use of hand equipment.

Please provide responses no later than July 7 so we have time to review and include in Committee material prior to the meeting. Feel free to call me if you’d like to further discuss. Lastly, I will be circulating a draft “Policies” email next week in which I will be requesting your review.

Thanks,

Daniel Rom
District Manager
E-Mail: romd@whhassociates.com
Wrathell, Hunt and Associates, LLC
[2300 Glades Road, Suite 410W](http://2300%20Glades%20Road,%20Suite%20410W)
[Boca Raton, FL 33431](http://Boca%20Raton,%20FL%2033431)
Phone: 561.571.0010
Toll Free: 877.276.0889
Fax: 561.571.0013
Cell: 561.909.7930
www.whhassociates.com

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WHA Logo with Title Letterhead dark grey Letters



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