

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

&

HARMONY

COMMUNITY DEVELOPMENT DISTRICT

August 19, 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

August 12, 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 August 19, 2021 at 11:00 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Review of Minutes from July 15, 2021 Committee Meeting
3. Continued Review/Discussion: Bio-Tech Consulting, Inc., Agreement for Consultation/Preparation of Buck Lake Management Plan and Buck Lake Policies
 - Consulting/Preparation Proposal Bio-Tech Consulting, Inc., Proposal No. 21-1696 for Environmental Services for Environmental Services
4. Continued Review/Discussion: Buck Lake Management Plan, Buck Lake Policies and Public Use Policies
 - A. Buck Lake Management Plan
 - Agreement for Environmental Management Services
 - B. Policies for Use of Buck Lake
 - C. Public Use Policies
5. Continued Review/Discussion: Bio-Tech Consulting, Inc., Proposal No. 21-1034 for Environmental Services [Annual Inspection and Recommended Maintenance]
 - A. Initial Fee: 50% of Initial Cleanup \$3,500 and Annual Maintenance \$14,400
 - Water Quality Testing and Other Applicable Updates

Buck Lake Committee

Harmony West Community Development District and Harmony Community Development District

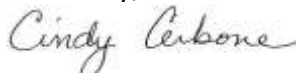
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6. Enforcement Options via Rule Establishment
7. Next Steps on Buck Lake Maintenance Services
8. Other
9. Committee Comments/Requests
10. Next Meeting Date: _____
11. Adjournment

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

Sincerely,



Cindy Cerbone

HWCCDD District Manager

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

BUCK LAKE COMMITTEE

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DRAFT

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

The Members of [the](#) Buck Lake Committee held 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

Present were:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 1:35 p.m. Harmony CDD (HCDD) Board Member representative Teresa Kramer was present in person. Harmony West CDD (HWCCD) Board Member representative Chris Tyree was attending via telephone.

Ms. Cerbone stated that according to the Cost Sharing Agreement between Harmony CDD and Harmony West CDD, this committee has no decision-making rights. The Committee Members have a responsibility to meet periodically to discuss the Buck Lake [Management Plan](#), the [Policies](#) for Buck Lake and any cost related matters and hopefully arrive at a consensus that can be taken back to their respective Boards for consideration and approval. Today’s meeting was publicly noticed and no members of the public were present [either in person or via telephone](#).

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SECOND ORDER OF BUSINESS

**Review of Minutes from April 6, 2021
Committee Meeting**

41 Ms. Cerbone stated that, in the past hour, Mr. Rom emailed the agenda and notes from
42 the Committee Members regarding today's agenda. She stated the April 6, 2021 meeting was
43 recorded and transcribed and that she and Ms. Kramer made some updates, which are
44 reflected in the redline version in the agenda. She asked if there were any comments, edits or
45 questions regarding the minutes. (Jay Baker joined the meeting)

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46 Ms. Kramer stated she reviewed a copy of the recording carefully and she found the
47 minutes were nearly verbatim; her corrections are as noted in the redline version in the
48 Agenda.

49 Mr. Tyree stated he did not have any edits or corrections to the minutes.

50 Ms. Cerbone suggested the minutes be submitted to the Harmony CDD meeting for
51 Board review and approval. She stated that the Harmony West Board reviewed the minutes but
52 they did not want to approve until the Committee meeting. Ms. Kramer believed that she and
53 Mr. Tyree could concur that the minutes as amended are an accurate reflection of the last
54 meeting. Mr. Tyree was in agreement. Discussion ensued regarding how the Boards could
55 approve the Committee meeting minutes given that they did not attend the meeting. Mr. Tyree
56 stated he would bring the minutes to the HWCDD Board. Ms. Kramer indicated that she would
57 take these corrected minutes back to her Board and inform them that they are an accurate
58 reflection of the previous meeting, but not ask that they act on them. Ms. Cerbone noted that
59 members cannot abstain from voting because they were not present at the meeting; she asked
60 Mr. Earlywine and Mr. LaNasa to advise.

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61 Mr. Earlywine suggested each Board approve the minutes, noting that the Board was
62 not present at the meeting that that approval is based on representations by Staff and the
63 Committee Member presenting the minutes. Mr. LaNasa concurred.

64 Ms. Cerbone stated this Committee was not a decision-making body but a discussion
65 and brainstorming Committee. It was hoped that attendees would reach consensus regarding
66 ideas and documents that need to be updated. Harmony West's District Manager would be
67 responsible for producing and circulating all updates.

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69 **THIRD ORDER OF BUSINESS**

**Confirmation of Approval of Bio-Tech
Consulting, Inc., Agreement for**

Consultation/Preparation of Buck Lake
Management Plan and Buck Lake Policies

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• **Initial Fee: 50% of NTE \$1,450 and NTE \$2,900**

Ms. Cerbone stated her understanding that Ms. Kramer presented the Bio-Tech proposal to the HCDD Board, and it was approved, pending something. Ms. Kramer recalled the proposal presented at the last meeting was an action item to take the proposal back to the individual Boards. She stated the HCDD voted unanimously to pay 50% of the NTE cost of \$1450 for preparation of the Management Plan and \$2900 for ongoing services.

Ms. Cerbone asked Counsel how that approval could be documented and if a copy of the minutes would suffice. Mr. Earlywine stated while the Cost Share Agreement is already in place, for the sake of clarification, a letter stating that the HCDD Board approved paying 50% of the costs would be helpful.

Ms. Kramer stated if Ms. Montagna would prepare the letter she could get it signed; she provided an excerpt of the HCDD April 29, 2021 meeting minutes and the accompanying Board Action and approval. Ms. Cerbone thanked Ms. Kramer and stated based on that, when an invoice was received from Bio-Tech, an invoice for 50% of the cost would be sent to HCDD.

• **Ongoing Fee: 50% of NTE \$2,900**

Ms. Cerbone stated she believed that the initial work for Bio-Tech was discussed but ongoing costs in the not-to-exceed cost of \$2,900 in future fiscal years were not discussed in the initial Committee meeting; that would be the cost to review the Management Plan and make any updates. She suggested the Committee members discuss the proposal to determine how this should be presented to the Boards. This was not discussed at the previous Buck Lake Committee meeting in April. Ms. Kramer agreed that this was new; she thought the NTE \$2,900 in the first half of the proposal would have covered ongoing presentations and the HCDD Board was not aware of this expense. Mr. Baker stated it seemed as if the initial contract would continue in perpetuity annually as needed.

Ms. Cerbone asked the Committee members if they would like to take this to the Boards for consideration or discuss this again in the future. Ms. Kramer asked if the original \$2,900 is for the first year and this additional \$2,900 is for the next year. Mr. Baker stated that is his

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116 understanding. Ms. Kramer stated she would like to defer a decision until the first year. Mr.
117 Tyree concurred.

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119 **FOURTH ORDER OF BUSINESS** **Presentation/Discussion: Buck Lake**
120 **Management Plan, Buck Lake Policies and**
121 **Public Use Policies**
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123 Ms. Cerbone stated the email sent to attendees shortly before the meeting included the
124 agenda and some Committee member feedback regarding the Management Plan and/or
125 Policies. Additional information provided by Ms. Kramer is behind Tab 6 in the agenda.

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126 **A. Buck Lake Management Plan**

127 Ms. Cerbone stated she believed both Committee members reviewed the Management
128 Plan. She noted that Ms. Kramer submitted questions for discussion; behind Tab 6. Ms. Kramer
129 stated her questions dealt with the proposal for treating the lake because the proposal
130 appeared to have been crafted specifically for treatment of Harmony West conservation
131 areas and the canal system.

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132 Mr. Baker stated the Management Plan was designed to keep nuisance vegetation out
133 of the lake and associated canals, as had been done annually. Specific species targeted were
134 listed, along with information about each species, equipment to be used and the frequency of
135 lake treatments.

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136 Mr. Tyree stated he had discussed the Management Plan with Mr. Baker; he was
137 familiar with this type of management plan which is in use in multiple other communities
138 managed by Bio-Tech. He stated that he and Mr. Baker discussed having an aquatic harvester
139 remove aquatic plants from the canals at HWCDD expense since they are our canals.

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140 Ms. Kramer stated she felt the Management Plan seems more like an aquatic species
141 treatment plan than a Management Plan because it lists out the different species of concern.
142 She stated she hoped to see a map depicting locations of vegetated areas and more about the
143 lake itself, a well-rounded lake management plan. She did not see any mention of water quality;
144 it is strictly limited to some of the vegetated species. Regarding vegetated species and
145 treatment, the Plan covers most of the problem species in the lake but it does not adequately
146 address torpedo grass, which is currently a serious and growing problem in the lake. She asked

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154 Mr. Baker if he saw that the torpedo grass had grown quite a bit. Mr. Baker stated that none of
155 his guys had been out there in quite a while, but that he had recent pictures of the canals and
156 how bad they were. He stated that his staff has not been in the lake in about one year.

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157 Ms. Kramer stated the water hyacinth is a major problem and the Management Plan
158 addressed that. She stated she appreciated Mr. Tyree's statement that HWCDD would bear the
159 expense for the canals because they have been very weed-choked without treatment since
160 being closed off. She would like to see more discussion about how torpedo grass would be
161 addressed. Old world climbing fern is not a lake plant; Harmony has an ongoing eradication
162 program for old world climbing fern as it is a major wetland area plant, but she felt that it
163 should not be included in the Lake Management Plan because it grows in both CDDs and
164 comprises a big treatment problem within the wetlands, not the actual lake itself. She felt that
165 the Plan was a good first attempt with plant species but it should also address water quality,
166 evaluate shoreline issues as required under the agreement, and evaluate what needs to be
167 done prior to the canals being reconnected to the lake, and include a map showing vegetated
168 areas. She felt that metrics were needed going forward to compare successes in the upcoming
169 year so that the Committee knows if we are moving forward in protecting the lake with the
170 Treatment Plan, or just holding the line and determine if we need to do more to protect the
171 lake.

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172 Mr. Baker stated he recognized the torpedo grass was a significant problem and the
173 initial treatment would reduce it tremendously and he would include torpedo grass in the
174 Management Plan as a species to be treated. Regarding the old world climbing fern,
175 concentrations close to the lake have been treated from the lake; the CDD is responsible for
176 controlling old world climbing fern in the conservation area. When observed adjacent to the
177 lake, it would be spot treated from the airboat.

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178 Ms. Kramer asked if some buffer area should be included at the edge of the lake. Mr.
179 Baker stated that spot treatments were performed where growth was immediately adjacent to
180 the lake, and can be treated from the airboat. They will actually get out of the boat and cut it
181 and treat it when they see it. Ms. Kramer asked if he was proposing to do that wherever
182 observed on both HCDD and HWCDD properties; Mr. Baker responded affirmatively.

189 Mr. Baker stated that water quality sampling could be included in the Management Plan
190 with the parameters and frequency desired. Ms. Kramer stated she believed that water quality
191 was a big concern; previously the decision was not to manage fish populations because those
192 are not controlled by permitting, but water quality parameters are a concern and it was
193 important to know whether the stormwater inputs to the lake are causing degradation to the
194 lake. Baselines and parameters are needed to determine progress. Mr. Baker stated he believed
195 a water quality sampling plan was in effect with another contractor. Ms. Kramer stated that
196 volunteers with LakeWatch were the only ones providing testing and a professional company
197 was needed to perform sampling and testing. She suggested quarterly monitoring to capture
198 seasonal variations.

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199 Mr. Tyree stated that was acceptable and that HCDD does monitoring for NPDES
200 permits. Mr. Baker stated that cost would depend on parameters; he suggested a standard
201 surface Class 3 water and nutrients, water and grease, and standard surface water parameter
202 testing program. Ms. Kramer suggested dissolved oxygen, nutrients, turbidity testing. Mr. Baker
203 stated he could add erosion issues to the plan and that technicians would note any issues in
204 their reports.

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205 Ms. Kramer stated she went around the lake and she did notice any erosion; the banks
206 seemed naturally well-vegetated. There was no major erosion in the lake itself, but she could
207 not survey the canal; the HCDD permitting requires the canals and banks remain naturally
208 vegetated. Mr. Baker stated that areas would likely be the only area of erosion concern. Ms.
209 Kramer stated the one canal on HCDD's ownership of the banks is only approximately 300' long,
210 next to the dock entry area. Mr. Baker made note of it and stated he could include it in the Lake
211 Management. Ms. Kramer requested the plan include a write-up about the size, the water
212 quality, basically a baseline in the Management Plan; this Management Plan would then be
213 amended year to year and it would be good to observe trends and changes to the lake.

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214 Ms. Cerbone noted that HCDD would be meeting in August and she asked if the
215 Committee Members would like Mr. Baker to revise the Management Plan before it was
216 presented to their respective Boards. Ms. Kramer stated she would prefer the updates be
217 made prior to taking the Management Plan to the Board. Mr. Tyree expressed no preference.

218 **B. Policies for use of Buck Lake and Other Stormwater Management Facilities**

234 Ms. Cerbone stated Ms. Kramer's feedback included safety concerns and stated the
235 Policies should incorporate what is already in the Cost Sharing Agreement, policies that are
236 already in place as long as it does not conflict with HWCDD's desires, and any additional items.

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237 Mr. Tyree stated he felt it was important to follow Florida Fish and Wildlife Conservation
238 Commission (FWC) guidelines and fish regulations on Buck Lake so that neither CDD nor anyone
239 else can get in trouble and he noted that active fishermen would take issue with inconsistent
240 regulations. He stated he was hesitant to approve a requirement for barbless hooks because it
241 would be difficult for children. He agreed with everything else, except the barbless hooks since
242 they are difficult for children. He felt that requiring barbless hooks would be problematic and
243 the lake is there to promote fishing and the outdoors and he would not want to deter people
244 with such a requirement. Everything else he can definitely be behind.

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245 Ms. Kramer felt they were in agreement on most items. Regarding boat length, she
246 stated there was one 20' pontoon boat and she asked if he would prefer a separate not-to-
247 exceed boat length for private boat ownership. Mr. Tyree felt that most boaters would use
248 kayaks, canoes and John boats; he stated that most kayaks and John boats are within 16' and
249 that not-to-exceed 20' was reasonable. He stated that most kayaks and paddleboards are 14' to
250 16' long. Ms. Kramer stated she was in agreement with most items; she noted that the barbless
251 hooks verbiage was from a catch and release program and it is on some of the educational
252 materials and signage around the lake but she understood that bringing fish in with barbless
253 hooks is a challenge for children. Mr. Tyree agreed and stated barbless hooks could be
254 encouraged, particularly with catch and release fishing, but not required.

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255 Ms. Kramer stated she agreed with the length and bag limits; the Districts must be
256 consistent and many of the game fish do not exceed 8 to 10 inches so the FWC guidelines
257 should be good for the community. Ms. Kramer and Mr. Tyree agreed they had a consensus.
258 The updated Policies and the Management Plan would also be presented to each respective
259 CDD Board together after updated.

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260 Ms. Cerbone asked if any additional stormwater facilities or policies required discussion.
261 Ms. Kramer stated she believed the stormwater ponds are separate and apart from the lake
262 and all of the policies have, have been adopted by HCDD already. She stated if anything was
263 considered critical for protection on both sides for protection of the lake that may be adjusted

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277 but she thought most of the rules are for the individual CDDs' management of the stormwater
278 policies. Ms. Cerbone stated she believed Ms. Kramer was saying that nothing should be
279 deleted unless it in some way impacts Buck Lake. Ms. Kramer responded affirmatively.

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280 Regarding the section that states "reptiles may neither be removed from nor released
281 into the ponds", Mr. Tyree felt that a nuisance gator may need to be removed from the pond.
282 Ms. Kramer concurred and stated that HCDD does not allow a gator to be removed strictly
283 based on one homeowner's request and that it must be considered further prior to removal
284 because unfortunately some new homeowners want to remove every gator that appears. She
285 noted that there is a definition in Florida relating to gators larger than 4' and stated that
286 exceptions must be provided, as major stormwater system repairs cannot be completed with
287 gators in the ponds. Mr. Tyree stated if a homeowner calls FWC to remove a gator, he would
288 not intervene, especially given events with children in recent years. He felt that it is a slippery
289 slope and the rule should be governed by the FWC and not the CDD. Ms. Kramer concurred and
290 stated she felt the FWC was usually really good about working with the communities, especially
291 given some latitude during mating season. Mr. Baker stated the FWC education website has a
292 lot of information.

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293 Mr. Tyree agreed and stated he felt the FWC should police and govern these
294 regulations. Ms. Cerbone stated she believed the Committee wanted to:

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- 295 1. Remove from the Buck Lake Policy the section called "Ponds and Other Stormwater
296 Management Facilities Policies"
- 297 2. Add an additional item to the Buck Lake Policies about removal of wildlife and reference
298 the FWC in relation to gators. She noted the Buck Lake Policy currently does not mention
299 wildlife removal.

300 The consensus was to make these changes.

301 Ms. Cerbone asked if the section regarding "Violation of the policies set forth herein
302 may result in suspension . . ." should remain, and if it should say "Harmony West and Harmony
303 CDDs".

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304 The consensus was to make these changes and to use plural to indicate both Districts.

305 Mr. Earlywine noted the absence of an enforcement provision and stated that a Chapter
306 120 Rulemaking Hearing may be used to make the argument that a rule can be enforced

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312 through a lawsuit. Penalties up to \$1,000 per violation may be charged and attorney's fees may
313 be recovered. He stated that while it was not likely to be needed, it may be worth doing the
314 rulemaking to add the enforcement provision to give the District recourse regarding
315 enforcement.

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316 Ms. Cerbone suggested the Committee members consider this matter at the next
317 meeting. Ms. Kramer stated she would like to review the language at the next Committee
318 meeting. Ms. Cerbone stated she would add an agenda item for a discussion regarding the
319 process for the rulemaking related to Buck Lake and she would supply the language for review
320 in advance of the meeting.

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321 Mr. Tyree left the meeting briefly at 2:25 p.m.

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322 Mr. Baker stated with regard to rulemaking, in the event of a case with the water
323 management district, it would allow the District to transfer the penalty to avoid being fined.

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324 C. Public Use Policies

325 Ms. Kramer stated that one new resident purchased an amenities package; any member
326 of the public may buy a family membership to access, not just to the lake, but to all the
327 amenities for \$1,000 per year.

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328 Mr. Tyree rejoined the meeting at 2:30 p.m.

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329 Ms. Cerbone stated the next agenda would include Updated Policies, Updated
330 Management Plan, and Mr. Earlywine would provide information for the Committee Members
331 to talk about whether there is interest in recommending a rulemaking process.

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332 Ms. Cerbone stated that currently there is a Public Use Policy, because a fee can be paid
333 for the use of Buck Lake, a fee of \$1,000 annually for HCDD. Ms. Kramer stated there was a
334 \$1,000 fee the Harmony CDD. Ms. Cerbone stated Harmony West resident recently expressed
335 interest in that as well. She did not believe a nonresident had expressed interest and asked if
336 there is any interest in implementing public use policies.

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337 Ms. Kramer stated that HCDD has that in place, and nonresidents have bought into the
338 amenities, so it would be up to HWCDD to adopt the same thing. She suggested Mr. Earlywine
339 discuss the options given that in the absence of a rule or policy, it is open to the public. Mr.
340 Tyree stated he would like to review the HCDD policy verbiage and discuss it with Mr. Earlywine
341 and Ms. Cerbone. This item was deferred to the next meeting.

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353 **FIFTH ORDER OF BUSINESS**

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

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356 Ms. Cerbone recalled that at the last meeting Ms. Kramer explained the procedure that
357 HCDD was following to treat and provide services to Buck Lake and she sent an email with great
358 detail. Following a conversation with HWCDD, Ms. Cerbone requested more formalized
359 information and sample invoices, which Ms. Kramer provided and was included in the Agenda
360 behind tab 5.

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361 Ms. Kramer presented the inspection log which showed inspection and treatment dates,
362 service hours, supplies purchased and costs. She stated as noted in the narrative that the costs
363 shown were for individual chemicals purchased to date; chemicals were not ordered for
364 individual projects. The cost to provide treatment of the lake is \$525 per month and the division
365 would be a 50/50 split for the time prior to formalizing the treatment program and moving to a
366 private contractor and she stated that HCDD would appreciate that. She recalled that Mr. Tyree
367 mentioned in the past the possibility of an agreement that HWCC would pay for the next year's
368 treatment in recognition of HCDD maintaining the lake in the past. She believed HCDD would
369 likely accept and be comfortable with such an agreement.

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370 Mr. Tyree stated he would like to present the documentation to the next HWCDD Board
371 meeting for review and, as discussed in the past, work out an Agreement whereby, because
372 HCDD paid for the last two years, payment would be deferred for the next two years. If he
373 could have until the August HWCDD Board meeting he believed he could get this resolved and
374 move forward. Ms. Kramer expressed her appreciation.

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376 **SIXTH ORDER OF BUSINESS**

**Confirmation of Approval of Bio-Tech
Consulting, Inc., Proposal for Annual
Inspection and Recommended
Maintenance**

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- 381 • **Initial Fee: 50% of Initial Cleanup \$3,500 and Annual Maintenance \$14,400**

382 Ms. Kramer stated the proposal was not in the Agenda book and she was looking for the
383 original proposal; she observed the proposal has a map of HWCDD and stated it seemed more

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392 like a proposal to handle invasive species, the wetland and upland areas more than the actual
393 lake. Mr. Baker stated that may be the wrong proposal.

394 Ms. Cerbone asked Mr. Rom to confirm if the correct proposal was sent to Ms. Kramer.
395 Mr. Rom responded affirmatively. Ms. Kramer stated she did not receive it; the aforementioned
396 proposal was presented to the HCDD Board and was not approved, as expected. She requested
397 that Mr. Baker submit a more targeted proposal in accordance with the new Management Plan.

398 Ms. Cerbone asked Mr. Rom to email the proposal to Ms. Kramer and Mr. Baker the Bio-
399 Tech proposal with the bid price of \$14,400 per year so that Ms. Kramer may correspond with
400 Mr. Baker directly. She suggested the District Managers work with their respective Committee
401 members between meetings.

402 Ms. Kramer asked that the proposal clarify that the initial treatment of the canals would
403 be paid for by HWCDD and then the annual would start with a 50/50 split.

404 Ms. Cerbone stated she believed Ms. Kramer was saying she wanted the proposal to
405 reflect only the true amounts for the cost share, and that anything Bio-Tech does specifically for
406 HWCDD would need to be a separate proposal for HWCDD only.

407 Mr. Baker stated the initial bid was basically treating the whole lake and canal with
408 herbicide; the harvesting work Mr. Tyree discussed is not included in the proposal.

409 Mr. Tyree stated that is correct; the proposal in question is for the whole lake.
410 Harvesting the Cuban bulrush from the canals is included only on the HWCDD proposal; it is a
411 much bigger job for HWCDD only and it is not reflected in any of those numbers.

412 Mr. Rom stated he would send the proposal out shortly after conclusion of the meeting.
413 Ms. Cerbone noted that both Boards would be adopting budgets soon and this would require
414 discussion in August and September. Ms. Cerbone stated it seemed that Ms. Kramer is not
415 ready to discuss the expenses without the proposal.

416 Ms. Kramer stated if she could get the information right away, the deadline for inclusion
417 in her upcoming Board meeting agenda is Monday, July 19, 2021. If she can get a corrected
418 proposal to the Board, and get the proposal in the Agenda, the next meeting is July 29, 2021.
419 Discussion ensued regarding the deadline for inclusion of paperwork in the agenda.

420 Mr. Baker stated he intended to revise the Management Plan based on what was
421 discussed, and then prepare a revised contract including the water quality testing.

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431 Ms. Cerbone stated the main thing Ms. Kramer needed for the meeting is not the
432 Management Plan but the service cost. Mr. Baker stated the contract includes initial fees and
433 monthly fees; he would add water quality parameters, lab fees and sampling fees.

434 Discussion ensued regarding where the cost for water quality testing should be
435 included, whether to include it in the Management Plan that has been approved by the HCDD
436 Board or to add water quality testing to the annual service plan which has not yet been
437 provided.

438 Ms. Kramer stated while she felt these were more Management Plan than maintenance
439 costs, they could be included in the maintenance section if necessary. Mr. Tyree stated he had
440 no preference. Mr. Baker stated he could include it in the other contract and denote quarterly
441 and annual cost, and add it to the consulting and Management Plan. The consensus was that
442 this is acceptable.

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443 **SEVENTH ORDER OF BUSINESS** **Next Steps on Buck Lake Maintenance**
444 **Services**

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446 Ms. Cerbone asked if there was anything that needs to be discussed, considered or done
447 by any party that has not been discussed. There were none.

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449 **EIGHTH ORDER OF BUSINESS** **Other**

450
451 There being no other matters to discuss, the next item followed.

453 **NINTH ORDER OF BUSINESS** **Committee Comments/Requests**

454
455 There being no other matters to discuss, the next item followed.

457 **TENTH ORDER OF BUSINESS** **Next Meeting Date: _____**

458
459 Discussion ensued regarding the next Buck Lake Committee meeting date and Agenda
460 items for the meeting. Ms. Cerbone stated the next HWCDD meeting would be held on
461 Thursday August 19, 2021. Meeting the week of August 9, 2021 was discussed.

Deleted: 1:15:15

462 The next meeting would be held on August 10, 2021 at 9:00 a.m. at the same meeting
463 location. Ms. Cerbone recapped the next Committee meeting agenda as follows:

Deleted: 1:21:15

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

July 15, 2021

- 470 ➤ An updated Management Plan would be presented.
- 471 ➤ [HWCCDD Distict Manager](#) would update the Policies.
- 472 ➤ Mr. Earlywine would provide the steps necessary to establish an enforcement provision.
- 473 ➤ Mr. Baker would update his proposal to include water quality testing; these costs would
- 474 be included on his Consulting and Management proposal, and not in the Services proposal.
- 475 ➤ The Services proposal would be emailed to Mr. Baker and Ms. Kramer. Any updates
- 476 would be presented at the next meeting.

Deleted: WHA

477

478 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

479

480 There being nothing further to discuss, the meeting adjourned at 2:56 p.m.

481

482 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

July 15, 2021

484
485
486
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488
489

Secretary/Assistant Secretary

Chair/Vice Chair

BUCK LAKE COMMITTEE

3

August 03, 2021

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

Proj: Harmony West CDD Buck Lake
Re: Proposal for Environmental Services - (BTC Proposal No. 21-1696)

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Harmony West CDD 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 CDD BUCK LAKE
BTC PROPOSAL No. 21-1696**

1. AQUATIC MANAGEMENT CONSULTING (75-0)

Aquatic management consultation services.

TOTAL PRICE: \$800.00

2. GENERAL PROJECT COORDINATION (65-0)

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

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

Bio-Tech Consulting, Inc.
Time & Materials Schedule

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$235.00/hour
Vice President/Directors	\$165.00/Hour
Project Manager	\$150.00/Hour
Wildlife Specialist	\$140.00/Hour
Field Biologist	\$125.00/Hour
Field Technician	\$105.00/Hour
GIS	\$100.00/Hour
Administrative	\$60.00/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.

August 03, 2021

Date

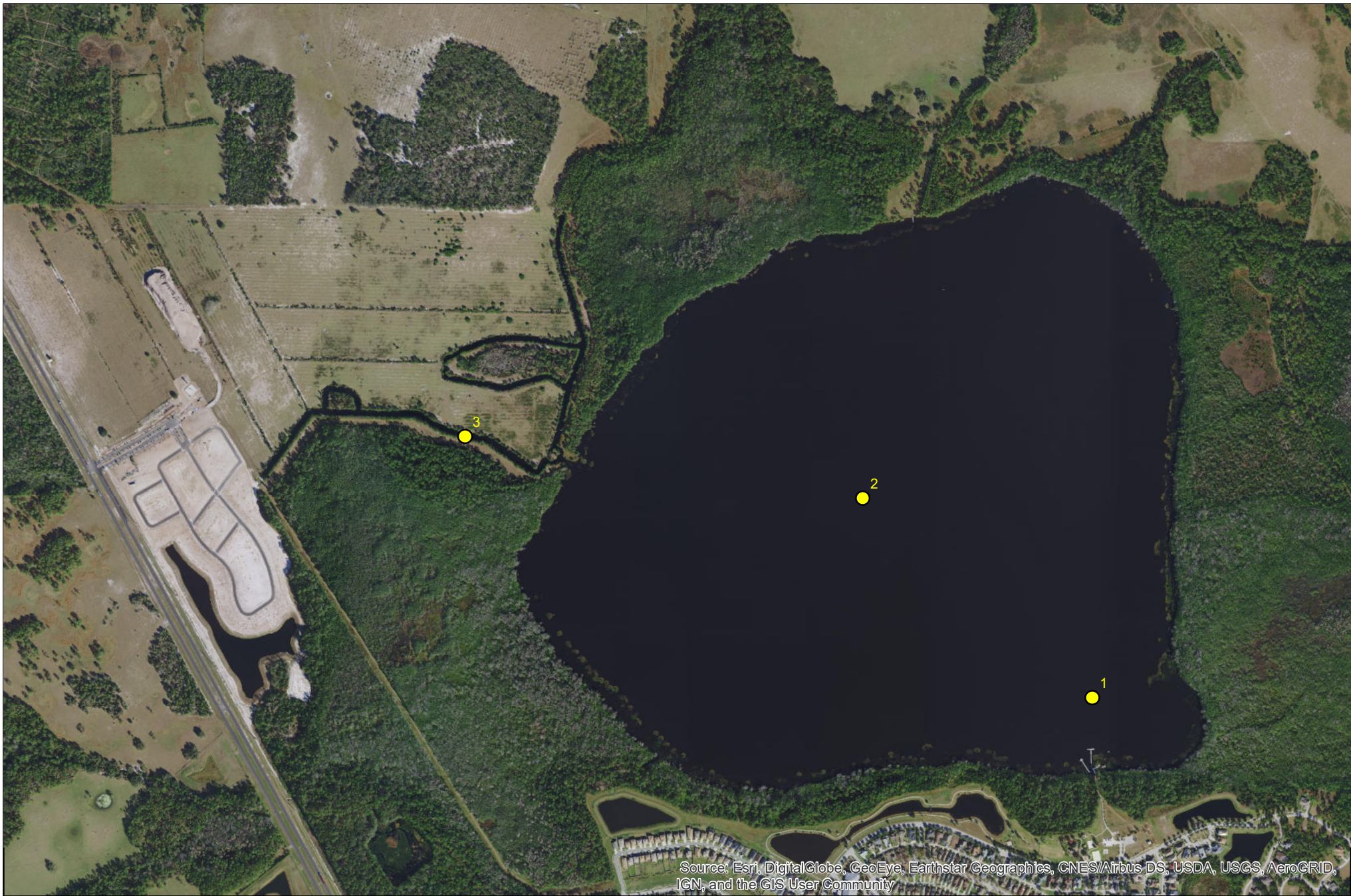
Authorized Signatory

Date

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

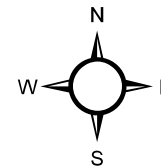
Phone: _____
Cell: _____
Fax: _____
E-mail: _____

Please check here if you prefer to receive a paper invoice



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 3
WQ Sampling Points



0 325 650 1,300
Feet

Project #: 1277-01
Produced By: JEB
Date: 8/3/2021

Bio-Tech Consulting, Inc.
General Contract Conditions

SECTION 1: RESPONSIBILITIES

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

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

SECTION 2: STANDARD OF CARE

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

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

SECTION 3: SITE ACCESS AND SITE CONDITIONS

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

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

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

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

SECTION 5: BILLING AND PAYMENT

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

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

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

SECTION 6: OWNERSHIP OF DOCUMENTS

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

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

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

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

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

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

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

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

SECTION 8: RISK ALLOCATION

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

SECTION 9: INSURANCE

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

SECTION 10: DISPUTE RESOLUTION

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

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

SECTION 11: TERMINATION

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

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

SECTION 12: ASSIGNS

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

SECTION 13: GOVERNING LAW AND SURVIVAL

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

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

BUCK LAKE COMMITTEE

4A

August 3, 2021

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

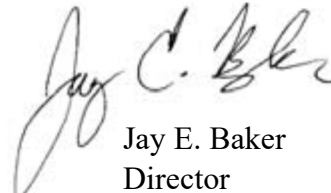
Proj: Harmony West - Buck Lake Management
Re: Buck Lake Management Plan

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 and maintain water quality, in an effort to enhance the wildlife habitat value of the lake and associated wetlands, as well as vegetative composition. The following describes the management plan associated with Buck Lake to include the management of invasive and exotic vegetation and monitor the water quality.

Invasive and Exotic Vegetation Management

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

Water-Hyacinth (*Eichhornia crassipes*)

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

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

Old World Climbing Fern (*Lygodium microphyllum*)

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

Torpedograss (*Panicum repens*)

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

Cuban Bulrush (*Cyperus blepharoleptos*)

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

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

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

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

Water Quality Monitoring

The sampling stations utilized in the Buck Lake Comprehensive Water Quality Monitoring Program were established at strategic points to get adequate sampling size and locations. The locations of these sampling stations are depicted on Figure 3 attached with this Management Plan. Sampling for the stations (Stations 1-3) will be performed quarterly in the canal, just outside the dock and in the middle of the Lake.

Sampling Frequency

Water quality monitoring for the Buck Lake Water Quality Program is conducted four (4) times annually on the following seasonal basis:

February – March	Winter
May – June	Spring
August – September	Summer
November – December	Fall

Field Measurement

Field parameters obtained during each quarterly monitoring event include the following:

Water Temperature (°C)
Specific Conductivity (µS/cm)
Dissolved Oxygen (mg/L)
pH (s.u.)

In situ measurements of temperature, specific conductance and dissolved oxygen are determined utilizing a calibrated handheld Mobile Water Quality Data System. *In situ* measurements of pH will utilize a calibrated Hanna meter or similar instrumentation. The field instrumentation utilized in the collection of data are calibrated prior to each monitoring event. Upon arrival at the sampling destination, the instruments are calibrated prior to the collection of samples. During both calibration events, standard EPA methods and manufacturer's instructions are followed. Equipment is calibrated upon return from the field sampling event to determine drift or error. If drift or error noted is greater than 10%, the measurements recorded are discarded.

Sampling Parameters

Water quality sampling parameters monitored as part of this program include the following:

<i>Turbidity (N.T.U)</i>	<i>Total Suspended Solids (mg/L)</i>
<i>Alkalinity (mg/L)</i>	<i>Total Nitrogen (mg/L)</i>
<i>Nitrate (mg/L)</i>	<i>Nitrite (mg/L)</i>
<i>Total Phosphorus (mg/L)</i>	<i>Chemical Oxygen Demand (mg/L)</i>
<i>Total Organic Carbon (mg/L)</i>	

Water samples collected for the monitoring program are obtained as surface “grabs” utilizing a polyethylene dipper when necessary. Once collected, all samples are placed on ice and stored at $\pm 4^{\circ}\text{C}$ until delivered to the lab for analysis. The project biologist is responsible for sample custody until sample containers are dropped off at the analyzing laboratory. The project biologist physically collects samples and operates field equipment. The project biologist is also responsible for recording all data and logging information on data sheets and labels in the field. Samples are transported from the field to the laboratory by the project biologist. When samples are dropped off at the analyzing laboratory, a chain of custody form is transferred from the project biologist to the laboratory project manager for each set of samples collected. The laboratory verifies the sample location identification, number of samples and types of samples collected.

Water Temperature

Human activities should not change water temperatures beyond natural seasonal fluctuations. Doing so could disrupt aquatic ecosystems by altering various conditions. The temperatures of the waters within Buck Lake should to be fluctuate seasonally within an acceptable/expected range for the region (approximately $12\text{-}31^{\circ}\text{C}$).

Specific Conductivity

Specific conductivity estimates the amount of total dissolved salts, or the total amount of dissolved ions, in water. The purer the water, the lower the conductivity (the higher the resistivity). In addition to other factors, there are a number of sources of pollutants which may be signaled by increased conductivity. These may include wastewater from septic system failure and golf course runoff. The conductivities will be measured to make sure that the results fall within the State's Class III criterion, as well as an acceptable/expected range (approximately 100-500 $\mu\text{S}/\text{cm}$).

Dissolved Oxygen

Dissolved oxygen is oxygen that is dissolved in water. It gets there by diffusion from the surrounding air, aeration and as a product of photosynthesis. Pollution causes a decrease in dissolved oxygen concentrations by contributing oxygen-demanding organic matter or nutrients to a system (sewage, lawn clippings, urban and agricultural runoff). Testing will determine if the concentrations are within the State's Class III criterion (>5.0 mg/L).

pH

The pH of a water sample is a measure of the concentration of hydrogen ions. The pH of water determines the solubility and biological availability of chemical constituents such as nutrients and heavy metals. When pollution results in higher algal and plant growth (excess nutrients), pH levels may increase. While the pH scale measures between 0 to 14, the pH of natural waters normally exists between 6.5 and 8.5.

Turbidity

Turbidity is associated with the clarity of a water sample. The greater the amount of total suspended solids in water, the cloudier it appears and the higher the turbidity. Major sources of turbidity include phytoplankton, clays, silts, bottom sediments and organic detritus. Hydrologic events (rainfall events) may also affect turbidity through transport of inorganic and detrital particles from the watershed. While there are a few instances when slightly increased turbidity levels could be identified, we expect the majority of the measurements to be below 10 N.T.U.

Total Suspended Solids

The measurement of total suspended solids is approximately the same measurement as turbidity, although the total suspended solid measurement provides an actual weight of the particulate material present. While there are a few instances when slightly increased total suspended solid concentrations could be identified, we expect the majority of the measurements to be below 10 mg/L.

Alkalinity

Alkalinity is a measure of the ability of a solution to neutralize acids to the equivalence point of carbonate or bicarbonate. In the natural environment carbonate alkalinity tends to make up most of the total alkalinity due to the common occurrence and dissolution of carbonate rocks and presence of carbon dioxide in the atmosphere. Other common natural components that can contribute to alkalinity include borate, hydroxide, phosphate, silicate, nitrate, dissolved ammonia, the conjugate bases of some organic acids and sulfide. We expect the majority of the concentrations measured will be within the State's Class III criterion (>20 mg/L).

Total Nitrogen, Nitrate, and Nitrite

Total nitrogen is a measure of all the various forms of nitrogen that are found in a water sample. Total nitrogen consists of inorganic and organic forms. Inorganic forms include nitrate, nitrite, unionized ammonia, ionized ammonia, and nitrogen gas. Amino acids and proteins are naturally-occurring organic forms of nitrogen. Nitrogen is a necessary nutrient for the growth of aquatic plants and algae. Total nitrogen in water comes from both natural and man-made sources, including air, stormwater run-off (including natural run-off from non-developed areas), fertilizers and animal and human wastes.

Total Phosphorus

Total phosphorus is a measure of all the various forms of phosphorus that are found in a water sample. Phosphorus is an element that, in its different forms, stimulates the growth of aquatic plants and algae in waterbodies. Like nitrogen, phosphorus is an essential nutrient for the growth of all plants, including aquatic plants and algae. There are many ways in which phosphorus compounds enter waterbodies. Common ones resulting from human activities include landscape fertilization, crop fertilization, wastewater disposal, and stormwater run-off from residential developments, roads, and commercial areas. We expect the majority of these concentrations to be within an expected range for this type of development, the water sources sampled, and the region.

Chemical Oxygen Demand

The chemical oxygen demand (COD) test is commonly used to indirectly measure the amount of organic compounds in water. Most applications of COD determine the amount of organic pollutants found in surface water, making COD a useful measure of water quality. We expect the majority of these concentrations appear to be below 30 mg/L.

Total Organic Carbon

Total organic carbon in source waters comes from decaying natural organic matter and from synthetic sources. Humic acid, fulvic acid, amines, and urea are types of natural organic matter. Detergents, pesticides, fertilizers, herbicides, industrial chemicals, and chlorinated organics are examples of synthetic sources. The total organic carbon test is an

alternative to the COD test utilized for assessing the pollution potential of waters (discussed above). We expect the majority of these concentrations to be below 10 mg/L.

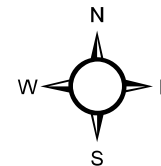
Reporting for the monitoring program is to occur semi-annually. Each report will summarize the results and identify any issues and resolutions to those problems. Probable causes, effects and solutions will be presented in the Summary of the report.

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

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



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



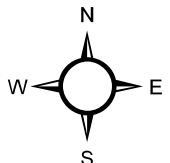
0 600 1,200 2,400
 Feet

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



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

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



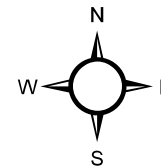
0 250 500 1,000
Feet

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



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 3
WQ Sampling Points



0 325 650 1,300
Feet

Project #: 1277-01
Produced By: JEB
Date: 8/3/2021

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

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

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

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

RECITALS

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

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

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

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. COMPENSATION; TERM.

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

	FY 2021-2022
Aquatic Management Consulting	Not to Exceed \$1,450.00
General Project Coordination	Not to Exceed \$2,900.00
Water Quality Monitoring	Not to Exceed \$_____

The term of this Agreement shall be from the date first written above and through September 30, 2022 unless terminated earlier by either party in accordance with the provisions of this Agreement.

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

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require

that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

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

SECTION 6. INSURANCE.

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

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

- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

SECTION 7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall

inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

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

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

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

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

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

claims or off-sets the District may have against the Contractor.

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

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

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

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

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

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

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

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

terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell Hunt & Associates, LLC (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not

disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

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

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

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief

that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

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

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

BIO-TECH CONSULTING INC.

By: _____

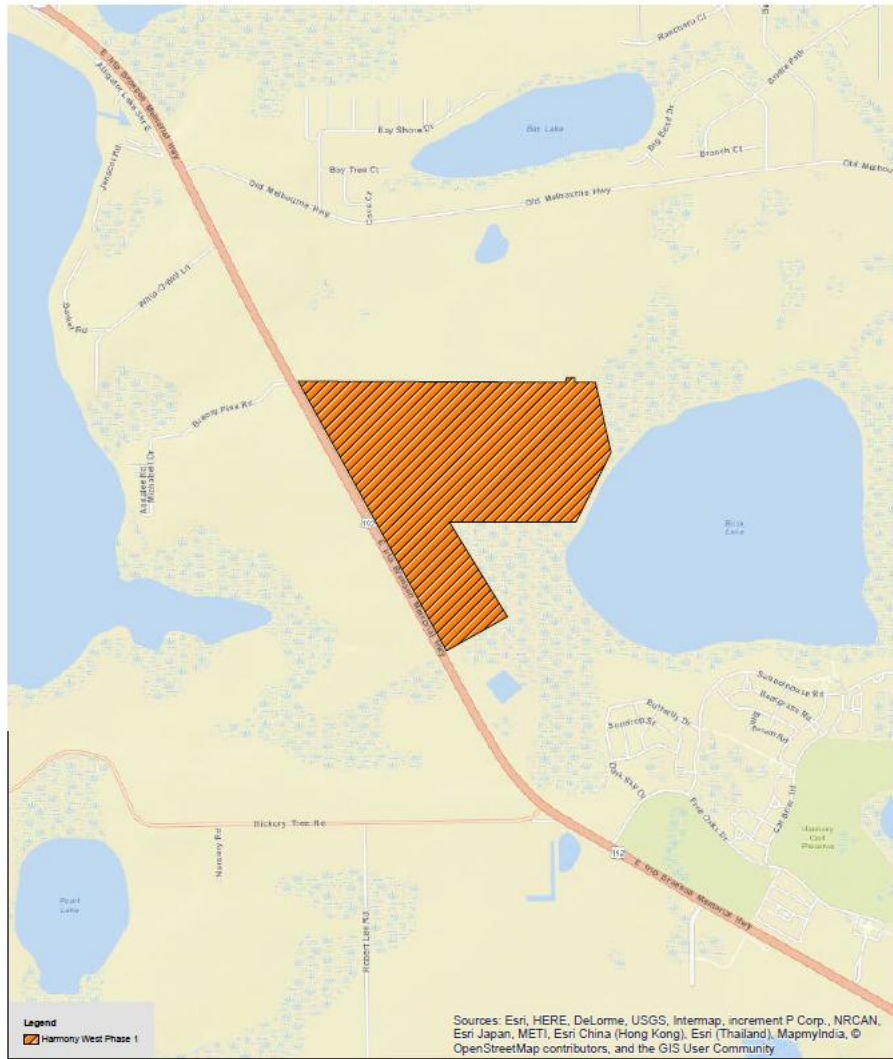
Its: _____

Exhibit A: Scope of Services

**Exhibit A:
Scope of Services**

**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.
Environmental and Permitting Services
2002 East Robinson Street Orlando Florida 32803
Office 407.296.5165 Fax 407.354.5759
info@bio-techconsulting.com www.bio-techconsulting.com

Harmony West Phase 1
Osceola County, Florida
Figure 1
Location Map

1,500 Feet
Project #: 581-32
Produced By: LPM
Date: 12/19/2016

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%

The scope of services shall additionally include water quality monitoring as follows:

[INSERT SCOPE AND PRICING]

BUCK LAKE COMMITTEE

4B

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

Buck Lake Policies

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

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

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

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

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

These Policies may be amended and/or updated as the Districts jointly deem necessary.

(Adopted ____ 2021)

DRAFT

BUCK LAKE COMMITTEE

4C

4. RATES, FEES, AND CHARGES

4.1 Non-Resident Membership Fee

There are currently defined two categories of membership in Harmony: **Resident** and **Non-Resident**. A person who is not a Resident of Harmony may purchase a **Membership** in the District, and thereby gain Resident level access to all District Facilities, by making an annual payment of \$1,000 for a family of four, and \$250.00 for each additional person. This fee amount is intended to be equivalent to the non-ad valorem assessments paid by District property owners for similar annual use of District Facilities.

- 4.3.7 Rental of the Buck Lake Fishing Piers only applies to the pier on the west side of the Buck Lake Boat Dock structure and the two walking path piers.

TABULAR SCHEDULE OF FEES

SPECIAL EVENT

{Reserved Use of Recreation Facilities}

(1)	Soccer/Volleyball/Basketball ("SVB") Fields & Courts	\$5 per hour
(2)	Swim Club and Ashley Park Pools Reserved Patio Areas	\$100 for up to four (4) hours maximum
(3)	Buck Lake Pavilion	\$60 for up to four (4) hours maximum
(4)	Buck Lake Fishing Piers	\$40 for up to two (2) hours maximum
(5)	Town Square	\$250 for up to six (6) hours maximum

VEHICLE STORAGE

{Rental of Space in User Supported Facility}

(1)	OS (Odd Shaped)	\$240 per year
(2)	Small (12 ft x ≥ 12 ft)	\$480 per year
(3)	Medium (12 ft x ≥ 20 ft)	\$600 per year
(4)	Large (12 ft x ≥ 30 ft)	\$720 per year
(5)	RV (12 ft x ≥ 40 ft)	\$900 per year

COMMUNITY GARDEN

{Rental of Space in User Supported Facility}

(1)	Small Plot	\$10 per year
(2)	Medium Plot	\$20 per year
(3)	Large Plot	\$40 per year

1. DEFINITIONS

1.1 General Use

Any use of any of the District maintained Recreation Facilities defined in **Section 1.8**.

1.2 Special Event

Any ²**Event** held on District Property, which involves a group of people gathering to participate in an activity involving other than normal, everyday use of said Property. Examples of special events are available in **Section 8.3**.

1.3 Organizer

The individual, entity, organization, or company in charge of an event.

1.4 Dock Master

Individual(s) responsible to the District for maintenance of District Boating Facilities.

1.5 District

The Harmony Community Development District (or “**CDD**”).

1.6 District Office

The office of the District Manager is located at 313 Campus Street, Celebration, FL 34747. Phone number: 407-566-1935. Email Address: admin@harmonycdd.org.

1.7 District Manager

The person or entity employed by the District and who has charge and supervision of the works of the District and shall be responsible for preserving and maintaining any service, system, improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the District and for performing such other duties as may be prescribed by the board.

1.8 District Recreation Facilities

The Parks and Recreation Facilities maintained by the District, which include but are not limited to those defined in **Sections 1.9, 1.10, and 1.11**, as set forth on the **Appendix 3** maps.

1.9 District Swimming Pool Facilities

The District maintained Swimming Facilities, as set forth on the **Appendix 3** maps, and as may be updated and/or expanded from time to time.

1.10 District Buck Lake Dock and Boat Facilities

The Dock and Boat Recreational Facilities maintained by the District on the shore of Buck Lake and set forth in the **Appendix 3** maps.

1.11 District Park and Playground Facilities

The Soccer, Basketball, and Volleyball Facilities located on the Park and Playground Areas maintained by the District and set forth on the **Appendix 3** maps.

²The terms “**Special Event**” and “**Event**” are used interchangeably throughout this document to refer to such **Special Events** as defined in **Section 1.2**.

1.12 District Resident includes:

- (1) A Property Owner who currently resides in his or her home within the boundary of the District;
- (2) An Owner of a property within the boundary of the District who has elected to declare residency somewhere other than the home on said property, and who does not rent out said home to others, either on a long-term or a short-term basis;
- (3) A Renter occupying a residence inside the boundaries of the District; and
- (4) The Children of District Residents.

1.13 Family – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

1.14 Guest – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the District Facilities.

1.15 Non-Resident Owner – shall mean a property owner who has elected not to occupy his or her home within the boundaries of the District, but who rents out his or her home to other occupants.

1.16 Lease Agreement – shall mean a written contract granting use or occupation of property during a specified period in exchange for a specified rent.

1.17 Child Guardian – shall mean a person who is not a resident of the District, who is at least eighteen (18) years of age, and who has been designated as a Guardian for one or more District Resident children who are under the age of fourteen (14); as evidenced by an executed and notarized Guardianship Power of Attorney form.

2. USAGE RESTRICTIONS

2.1 General Policies

- 2.1.1** Parking is prohibited in any non-designated parking area.
- 2.1.2** Swimming is prohibited in all District-maintained ponds.
- 2.1.3** No watercraft of any kind is allowed in any of the District-maintained ponds.
- 2.1.4** Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted only during the hours denoted in **Section 2.1.6**.
- 2.1.5** It is requested that anyone wishing to access a pond either walk or ride a bicycle; and that anyone who does access a pond be respectful of adjacent resident homes.
- 2.1.6** General hours of operation for all facilities, except the pools and the boats, are 30 minutes before sunrise to 30 minutes after sunset.
- 2.1.7** Specifically disallowed are solicitations or sales of any kind on any District Property without explicit prior approval of the Board of Supervisors.
- 2.1.8** Continued violation of any District policy will result in immediate reporting to law enforcement authorities per the stipulations of **Sections 2.2 and 2.3** and/or imposition of the usage penalties set forth in **Section 2.4**.

2.2 Violation and Reporting

Unauthorized use of District Facilities will result in, as a minimum, a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.

2.3 Enforcement and Penalties

Pursuant to Section 190.041, Florida Statutes, the board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these rules.

2.4 Suspension of Access Privileges

Facility access privileges may be suspended and all photo ID Access Cards of an entire family deactivated for misuse/abuse of any District Facility, not following these Rules, and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.). At the discretion of the District Manager, photo ID Access Cards of the offending parties may be deactivated for up to 180 days, and all others within the family may be deactivated for up to 90 days.

3. PHOTO ID ACCESS CARDS

- 3.1 In order to use the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities, each user must follow the provisions of **Sections 4 and 5**, **and** must be in possession of a photo ID Access Card; which is obtained by completing a Harmony CDD Access Card Registration Form; which is available in **Appendix 4** and on the District website at: **HarmonyCDD.org/Access-Card-Registration-Form.pdf**.
- 3.1.1 **Resident Owners** in Harmony shall be entitled to one photo ID Access Card per resident at no charge so long as the resident is authorized pursuant to these rules to utilize the facilities.
- 3.1.2 **Resident Renters** shall pay \$10 per person for a photo ID Access Card, and \$10.00 for an Access Card renewal upon the start of each successive lease renewal period.
- 3.1.3 A Resident Renter on a month-to-month lease, after an initial six (6) month term, may receive a photo ID Access Card valid for 90 days for a single \$10.00 fee.
- 3.1.4 Replacement photo ID Access Cards (for an Owner or a Renter) are \$10.00 each.
- 3.1.5 Proof of Personal Identity, **plus** Proof of either home-Ownership or Renter-status within Harmony, must be provided in order to receive a photo ID Access Card.
- 3.1.5.1 **Proof of Personal Identity**, for either an Owner or a Renter, shall require identification in a verifiable form such as, but not limited to, a Passport, a Driver License, or an Identification Card (military, state, et al) which contains both the full name of the individual and a full face photograph.
- 3.1.5.2 **Proof of Ownership** within the District shall require at least one of the items below:
- (A) Purchase Closing Statement with name of Homeowner denoting proof of address within the boundaries of the District; or
 - (B) Tax Notice with name of Homeowner denoting proof of address within the boundaries of the District; or
 - (C) Other suitable proof of home-Ownership.
- 3.1.5.3 **Proof of Renter-Status** within the District shall require
- (1) A signed memo (any format) from the property owner stating that owner's right to an access card for said rental property is relinquished to the Renter;
 - (2) A copy of the Renter Lease Agreement showing the name of the Renter denoting proof of address within the District;
 - (3) **And**, at least one of the items below:
 - (A) Current utility bill with name of Renter denoting proof of address within the boundaries of the District; or
 - (B) Current phone bill with name of Renter denoting proof of address within the boundaries of the District; or
 - (C) Other suitable proof of Renter-status.

- 3.2** The District Manager shall have the discretion to determine whether proof of Ownership or Renter-status has been met.
- 3.3** A person who is acting as Child Guardian for one or more Families at any given time may be issued one (1) Restricted (see conditions set forth in **Sections 3.3.2 thru 3.3.5**) photo ID Access Card upon payment of a non-refundable fee of \$10.00.
- 3.3.1** An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) for whom a Child Guardian will be responsible must be provided to the District before a photo ID Access Card can be issued.
- 3.3.2** A photo ID Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance, and shall be subject to the suspension provisions of **Section 2.4**.
- 3.3.3** A Child Guardian who is being issued a photo ID Access Card must be at least eighteen (18) years of age.
- 3.3.4** Child Guardians shall be permitted access to the District Buck Lake Dock and Boat Facilities and the District Swimming Pool Facilities only while accompanied by one or more of the children for whom they are acting as Guardian.
- 3.3.5** Child Guardians shall not be permitted, at any time, to bring Guests to the District Buck Lake Dock and Boat Facilities or the District Swimming Pool Facilities.
- 3.4** A person who neither resides nor owns property within the boundaries of the District, and is not otherwise a qualifying Member of the CDD, may purchase a membership in the District and secure a photo ID Access Card for use of all District Recreational Facilities – including Buck Lake, Swimming, Playground, Bike Trail, and Pond facilities – by making a per-year payment of \$1,000 for a family of four, and \$250.00 for each additional person; pursuant to District Rules, **Chapter 3, Section 4.1**, “Non-Resident Membership Fee” for use of District Recreation Facilities.

5. USE OF BUCK LAKE DOCK AND BOAT FACILITIES

5.1 Age Restrictions

The Buck Lake Dock and Boat Facilities are open to children who are twelve (12) years of age or older with a valid photo ID Access Card. Children who are eleven (11) years of age or younger must be supervised by an adult.

5.2 User Responsibility

All boating equipment must be maintained in a neat, clean, and sanitary condition at all times and the boat user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District.

5.3 Incident Reporting

A boat user agrees to report any unusual incidents or hazardous conditions to a District Dock Master as soon as possible and to refrain from use until further notification by a District Dock Master. A boat user agrees further to report any emergencies to the appropriate emergency personnel by calling 9-1-1.

5.4 Final Authority

A District Dock Master is the final authority on daily boat operations. Users must adhere to the judgment a Dock Master regarding lake access or whether the boat is adequately prepared for use.

5.5 Denial of Use

In the event a Dock Master has doubts as to a potential user's capacity to operate a boat, said Dock Master must deny the potential user access to the boat in order to protect the health, safety, and welfare of the potential boat user.

5.6 Boat Usage Orientation

Prior to boat usage, a potential boat user must undergo an orientation session with a Dock Master concerning the operation and use of all equipment relevant to the boat of interest.

5.7 Contracts for Execution Prior to Use of District Boats

Prior to boat use, each potential user must acknowledge and agree to the Harmony CDD "Boat-Use Agreement", as attached hereto ([Appendix 7](#)) and incorporated by reference, with provisions thereof incorporated herein, and with each potential user of District Buck Lake Dock and Boat Facilities being subject to such provisions, and to District Rules.

5.8 Boat User Responsibilities

5.8.1 A boat user assumes full responsibility and liability for any and all damages that are incurred to a District boat while the boat is in the user's care and custody.

5.8.2 A boat user who causes damage to a District boat and fails to pay an invoice for damages assessed per **Section 5.9.4** within thirty (30) days shall be denied future access to District boats until the damage assessment is paid; and may be subject to further legal recovery action if the issue remains unresolved for ninety (90) days.

5.8.3 All boat users shall adhere to published District policies, regulations, guidelines, and local, state, and federal laws. Access privileges may be suspended for not following the rules and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.), per the provisions and penalties of **Section 2.4**.

5.9 Boat Inspections

- 5.9.1 Prior to departure**, a Dock Master and potential boat user must inspect each boat for prior damage and fill out the Boat Inspection Sheet, which must be signed and dated. The inspection sheet will be logged, and becomes part of the Boat-Use Agreement. A copy of the composite Boat-Use Agreement and Boat Inspection Sheet may be accessed by logging into the user's account on the District's secure Boat Reservation System (via this website link: <https://www.HarmonyCDD.org/Boat-Reservation>).
- 5.9.2 Upon inspection**, if a potential boat user finds evidence of damage to a District boat, the user shall make known the damage to a Dock Master, who must report the information to the District Manager.
- 5.9.3 Upon discovery**, at any time, of damage to a boat by a boat user, the user must refrain from using the boat until further notification from the District Manager.
- 5.9.4 Upon return**, or as close to the end of boat usage as is reasonable, a Dock Master will:
- (A) Inspect a boat for damage; and
 - (B) Assess any damages to the boat; and
 - (C) Report the inspection findings to the District Manager.

Subsequently, the District Manager will, as necessary, invoice the boat user for the cost of any assessed damages.

5.10 Boating Laws

All persons must obey all federal, state, and local boating laws while using District boats.

5.11 Animals Prohibited

- 5.11.1** Due to safety considerations, dogs and other companion animals are not allowed at Buck Lake Park or on any watercraft.
- 5.11.2** Disabled individuals may, however, bring one service dog to the Park 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; and
 - (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 canoe-launching beach and other immediate shoreline areas.

Harmony Community Development District

Boat Use Agreement

Name: _____ First Initial of Last Name: _____

Address: _____ Driver License #: _____

Home Phone: _____ Other Phone: _____

In consideration of the use of Buck Lake Park boats and equipment, I agree to the following terms and conditions:

1. I agree to return the boat and all equipment immediately following the completion of use in as good condition as I received it, but in no event later than the time stated above on such date.
2. The boat and all keys and equipment shall be returned to the Dockmaster, or to a location that the Dockmaster may direct, at the conclusion of my use.
3. I will only use the boat and equipment within the boundary of Buck Lake Park and agree not to remove the boat or any equipment from Buck Lake Park.
4. I represent that:
 - (A) I am familiar with the operation and use of the boat;
 - (B) I have received and I understand any requested instruction on its operation;
 - (C) I can operate and control this boat in accordance with the instructions given me; and
 - (D) I will not allow operation of the boat by any person other than myself.
5. **I FURTHER AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH THE USE AND OPERATION OF THE BOAT AND EQUIPMENT, including without limitation, risks involving boat malfunction, falling overboard, changes in weather conditions, conflicts with wildlife or other unforeseeable circumstances. I UNDERSTAND THAT BUCK LAKE PARK IS NOT STAFFED WITH PERSONNEL THAT CAN PROVIDE IMMEDIATE EMERGENCY SUPPORT TO ME OR MY PARTY.**

INITIAL: _____

6. I further agree that I am responsible for all applicable federal, state, and local boating laws when operating the boat.
7. If the boat exhibits any signs of a malfunction, I agree to return it to the dock immediately to be repaired or replaced.
8. I further agree to pay for any damage sustained by the boat and any equipment loss during the time of my possession, and to pay any damages to the facilities or grounds of Buck Lake Park caused by the use of the boat. I understand that upon completion of repairs, I may incur additional charges.

9. I, on behalf of myself and my party, **RELEASE THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, THE HARMONY COMMUNITY AT LARGE, THE HARMONY DEVELOPER, AND THEIR AFFILIATES FROM LIABILITY FOR, AND AGREE TO INDEMNIFY THEM AGAINST, ALL LOSSES INCURRED AS A RESULT OF:**

- (i) the failure of me or any member of my party to fulfill any condition of this agreement;
- (ii) injury or property damage (including, without limitation, injury to me or any member of my party) arising out of or in any way connected with the operation of the boat and equipment during my possession of the boat, regardless of whether I was operating the boat at the time of the incident; or
- (iii) the failure of me or any member of my party to comply with any applicable federal, state, or local laws.

INITIAL: _____

10. **HARMONY COMMUNITY DEVELOPMENT DISTRICT, THE HARMONY COMMUNITY AT LARGE, THE HARMONY DEVELOPER, AND ANY OF THEIR AFFILIATES, SHALL NOT BE LIABLE for any and all claims for loss, damage, or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising from, connected with, or resulting from occupancy and use of the reserved boat, WHETHER CAUSED BY NEGLIGENT ACTS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, THE HARMONY COMMUNITY AT LARGE, THE HARMONY DEVELOPER, AND THEIR AFFILIATES, AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE.**

INITIAL: _____

11. I understand that my privilege to use the lake, including, without limitation, the use of the boat and equipment, can be suspended or terminated upon breach of any term or condition of this Agreement or if I or members of my party fail to adhere to posted rules pertaining to Buck Lake Park.

Signed: _____ Date: _____
Operator

Signed: _____ Date: _____
Parent/Guardian if operator under 21 years

Witness: _____ Date: _____
Parent/Guardian if operator under 21 years

Witness certifies that the Operator and/or Parent/Guardian of Operator has reviewed each provision contained in this agreement and specifically read, initialed, and agreed to the provisions in bold print above.

Link to District Boat Reservation System:
<https://www.HarmonyCDD.org/Boat-Reservation>

Harmony Community Development District Boat Use Daily Reminder Agreement

The Boat Use Agreement that you signed at the time of your Orientation to Buck Lake governs your use of the boats. Listed here are important points to remember each time you take a boat out. Please check and initial the appropriate boxes by each point to denote your understanding of these provisions.

- All boats are owned by the community. Please remove all trash, and care for the boat as if you were borrowing it from your neighbor – because you are.
- The individual who has signed the boat out (the boat Captain) is responsible for its operation in compliance with all rules and will be held responsible for the actions of his party and any damage to the boat or loss of equipment.
- You are encouraged to take a cell phone with you.
- The Dockmaster is the final authority on daily boat operations. You must adhere to his judgment regarding lake access or whether the boat is adequately prepared for your use.
- The Captain must assure that every passenger wears an approved personal floatation device when on a boat.
- You must let the Dockmaster know when you leave the dock and when you return so that he is sure that every boat on the lake is accounted for. This includes privately owned canoes and kayaks.
- Swimming is not allowed in Buck Lake.
- The boat must be operated by the individual who has been qualified by the Dockmaster in its operation (the Captain).
- Be sure that electrical cables are unplugged from the boat and are coiled on the dock deck before boarding.
- Be sure that mooring lines are untied from the dock before starting the motor.
- If the screen on the boat's control panel stays blank after turning the key to ON, then the boat is not safe to operate and must not leave the dock. Call the Dockmaster for guidance.
- Avoid boating through plants. If the propeller gets bound up with plants, raise the motor and carefully shift to reverse to try to throw the plants off. When clear, lower the motor into the water. Caution: holding the trim button ON after the motor is fully raised (or lowered) can cause damage to the motor. If the propeller does not clear, then call the Dockmaster for help.
- The boat must be returned to the dock at the determined time so that it can be prepared for others.
- Upon return to the dock, be sure the boat is properly moored to the dock and report any concerns to the Dockmaster.

**IMPORTANT PHONE NUMBERS: DOCKMASTER 407-223-3899
EMERGENCY 911**

1. **I, on behalf of my party, RELEASE HARMONY DEVELOPMENT DISTRICT, HARMONY DEVELOPMENT, LLC, AND THEIR AFFILIATES, FROM LIABILITY FOR AND AGREE TO INDEMNIFY THEM AGAINST ALL LOSSES INCURRED AS A RESULT OF (i) the failure of me or any member of my party to fulfill any condition of the Boat Use Agreement, (ii) injury or property damage (including, without limitation, injury to me or any member of my party) arising out of or in any way connected with the operation of the boat and equipment during my possession of the boat, regardless of whether I was operating the boat at the time of the incident, or (iii) the failure of me or any member of my party to comply with any applicable federal, state, or local laws. INITIAL _____**
2. **HARMONY COMMUNITY DEVELOPMENT DISTRICT, HARMONY DEVELOPMENT, LLC, AND THEIR AFFILIATES, SHALL NOT BE LIABLE for any and all claims for loss, damage, or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising from, connected with, or resulting from the occupancy and use of a boat, WHETHER CAUSED BY NEGLIGENT ACTS OF HARMONY COMMUNITY DEVELOPMENT DISTRICT, HARMONY DEVELOPMENT, LLC, OR THEIR AFFILIATES, ASSOCIATES, AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE. INITIAL _____**

I am aware of the terms of the Boat Use Agreement and this Daily Use Reminder Agreement, have had all of my questions regarding boat operation satisfactorily answered, and agree to adhere to the rules and terms of these agreements.

Name (Please Print)

Signature

Date

Boat

On-Board Cell Phone Number

BUCK LAKE COMMITTEE

5

August 11, 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

3. WATER QUALITY MONITORING (50-7)

Conduct annual, semi-annual, quarterly, monthly, weekly or daily water quality sampling events per regulatory conditions. Collected during each event will be samples, field parameters and weather conditions. Once collected, samples will be delivered to a certified laboratory for analysis.

NOTES: \$750.00 in lab fees, \$1,000.00 in sampling. Quarterly monitoring events, annual price = \$7,000.00

Event Price: \$1,750.00

4. WATER QUALITY MONITORING REPORT (50-8)

Preparation of annual, semi-annual, quarterly, monthly or weekly water quality monitoring reports for submittal to regulatory agencies. Reports will include field and laboratory data gathered through the monitoring program, as well as a discussion of the findings.

NOTES: semi annual reports = \$1,200.00 per year

Event Price: \$600.00

Bio-Tech Consulting, Inc.
Time & Materials Schedule

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$235.00/hour
Vice President/Directors	\$165.00/Hour
Project Manager	\$150.00/Hour
Wildlife Specialist	\$140.00/Hour
Field Biologist	\$125.00/Hour
Field Technician	\$105.00/Hour
GIS	\$100.00/Hour
Administrative	\$60.00/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.

August 11, 2021

Date

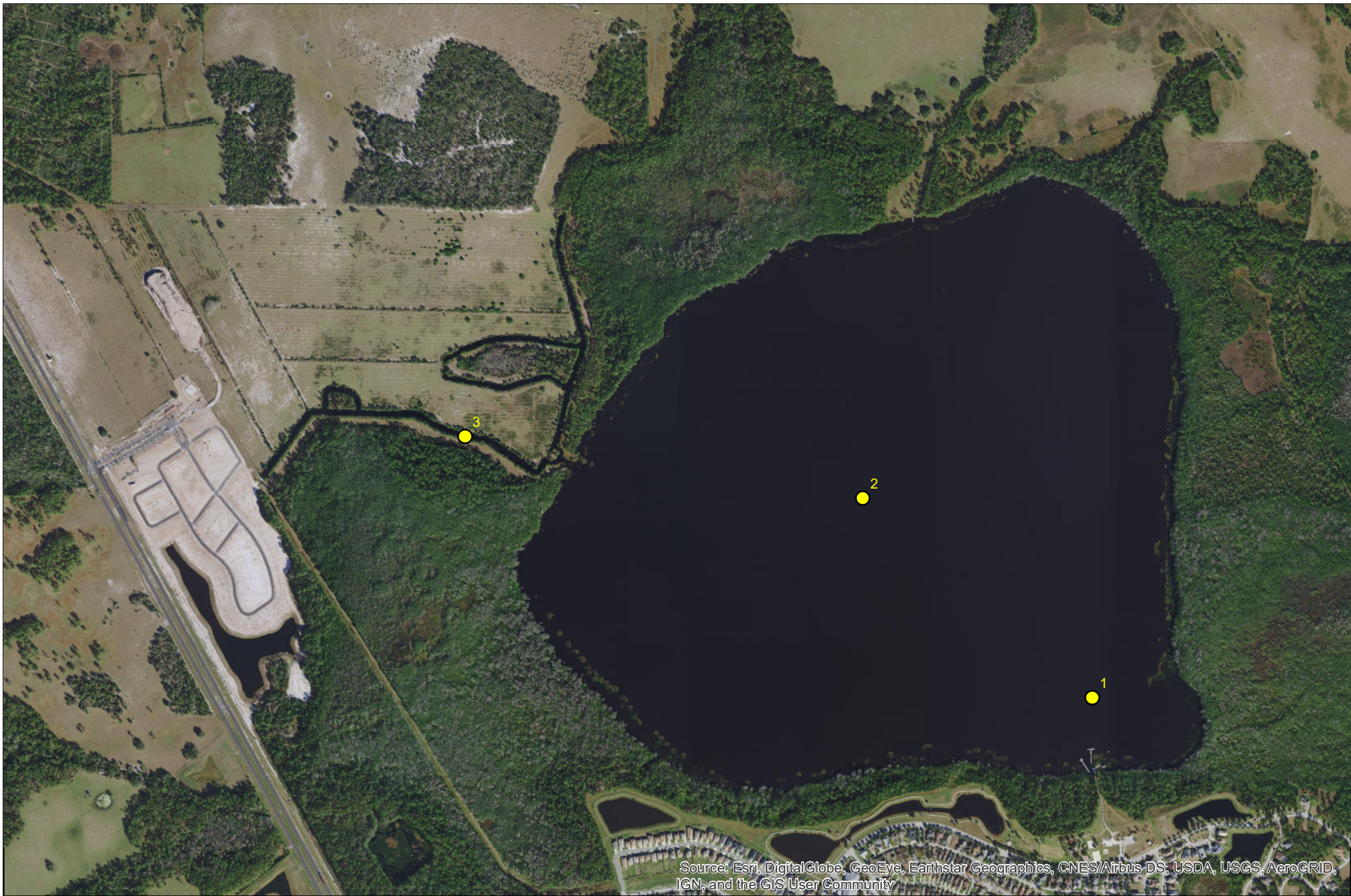
Authorized Signatory

Date

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

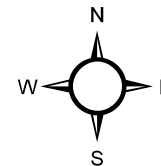
Phone: _____
Cell: _____
Fax: _____
E-mail: _____

Please check here if you prefer to receive a paper invoice



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 3
WQ Sampling Points



0 325 650 1,300
Feet

Project #: 1277-01
Produced By: JEB
Date: 8/3/2021

Bio-Tech Consulting, Inc.
General Contract Conditions

SECTION 1: RESPONSIBILITIES

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

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

SECTION 2: STANDARD OF CARE

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

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

SECTION 3: SITE ACCESS AND SITE CONDITIONS

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

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

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

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

SECTION 5: BILLING AND PAYMENT

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

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

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

SECTION 6: OWNERSHIP OF DOCUMENTS

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

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

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

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

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

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

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

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

SECTION 8: RISK ALLOCATION

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

SECTION 9: INSURANCE

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

SECTION 10: DISPUTE RESOLUTION

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

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

SECTION 11: TERMINATION

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

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

SECTION 12: ASSIGNS

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

SECTION 13: GOVERNING LAW AND SURVIVAL

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

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

BUCK LAKE COMMITTEE

6

RESOLUTION 2021-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AS A RULE THE POLICIES FOR USE OF BUCK LAKE AND OTHER STORMWATER MANAGEMENT FACILITIES, AND A DISCIPLINARY AND ENFORCEMENT RULE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt as rules, and by resolution, the *Policies for Use of Buck Lake and Other Stormwater Management Facilities* ("**Property Rules**"), attached hereto as **Exhibit A**, and the *Disciplinary & Enforcement Rule* ("**Enforcement Rule**"), attached as **Exhibit B**, for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

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

- 1. RULE ADOPTION.** The attached Property Rules and Enforcement Rule are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These rules shall stay in full force and effect until such time as they are otherwise amended by the Board.
- 2. SEVERABILITY.** In the event that any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- 3. EFFECTIVE DATE.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairperson

Exhibit A: Policies for Use of Buck Lake and Other Stormwater Management Facilities
Exhibit B: Disciplinary & Enforcement Rule

DRAFT

EXHIBIT A

Policies for Use of Buck Lake and Other Stormwater Management Facilities

DRAFT

CONSENT AND WAIVER AGREEMENT
- Harmony West Community Development District -

The Harmony West Community Development District (“**District**”) owns and/or operates Buck Lake and other properties (“**Property**”) for the District’s patrons. In consideration for being allowed to use the Property and/or participate in activities at the Property (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Harmony Community Development District, Forestar (USA) Real Estate Group, Inc. and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: _____

Participant Signature: _____
(if Participant is 18 years of age or older)

Date: _____

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____
(if Participant is a minor child)

Date: _____

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be

required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

EXHIBIT B

Harmony West Community Development District *Disciplinary & Enforcement Rule*

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Harmony West Community Development District adopted the following rules.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of Buck Lake and other properties (together, “**Property**”) owned and/or managed by the District.

2. **General Rule.** All persons using and/or accessing the Property are responsible for compliance with, and shall comply with, the rules established for the safe operations of the Property.

3. **Suspension of Rights.** The District, through its Board, District Manager, and/or Property Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to use the Property for any of the following behavior:

- a. Submits false information on any application for use of the Property;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules or policies, including but not limited to the District’s “Policies for Use of Buck Lake and Other Stormwater Management Facilities;”
- e. Treats the District’s supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

4. **Authority of Property Manager.** The Property Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Property Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to those

described above, any person's (and his/her family's) privileges to use any or all of the amenities for a period not to exceed thirty days. For purposes of this rule, the Property Manager includes representatives of _____, or any other person or entity designated by the District's Board in writing as Property Manager.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Property for a period greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. An authorization letter is attached hereto as **Exhibit 1**.

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

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)

EXHIBIT 1: AUTHORIZATION LETTER

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431
(561) 571-0010

_____, ___, 2021

Osceola County Sheriff's Office
[INSERT ADDRESS]

Re: Harmony West Community Development District Authorization for
Law Enforcement Officers to Enforce Trespass Violations

To Whom It May Concern:

I serve as District Manager for the Harmony West Community Development District and am authorized to issue this letter on behalf of the District. Pursuant to District Resolution 2021-___, a copy of which is attached, please be advised that:

1. The District's rules forbid certain activities on the District's property, which includes Buck Lake and certain other properties (together, "**Property**"), a map of which are attached hereto; and
2. The District hereby authorizes any law enforcement officer to order trespassers to leave the Property for violation of the District's policies (as stated in Item 1 above), and to otherwise enforce the provisions of Sections 810.08 and 810.09 of the Florida Statutes and any other applicable law against any such trespassers; and
3. The following are authorized to contact law enforcement officers in Osceola County, Florida and provide this written authorization to law enforcement officers for the purpose of enforcing the District's policy (as stated in Item 1 above) and Florida law: (a) _____, the District's Manager, with _____; and (b) any of the staff or representatives of the foregoing; and
4. The Board of Supervisors and staff of the Harmony West Community Development District will aid in the prosecution of any individuals arrested pursuant to this grant of authority.

Should you have any questions, please contact me at _____.

Sincerely,
Cindy Cerbone
District Manager

Exhibit A: Map of District Property