

HARMONY WEST

COMMUNITY DEVELOPMENT

DISTRICT

November 17, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

November 10, 2022

Board of Supervisors
Harmony West Community Development District

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

Dear Board Members:

The Board of Supervisors of the Harmony West Community Development District will hold a Regular Meeting on November 17, 2022, immediately following the adjournment of the Landowner's Meeting, scheduled to commence at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors (*the following will be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date
6. Consideration of Fiscal Year 2022/2023 Deficit Funding Agreement

7. Consideration of Resolution 2023-03, Relating to the Amendment of the General Fund Portion of the Budget for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; and Providing for an Effective Date
8. Consideration of Service Agreements/Proposals
 - A. United Land Services, Services Agreement Addendum [Phase II Ponds A&B]
 - B. Lake Pros, LLC, Maintenance Agreement [Ponds 1-6]
 - C. Bio-Tech Consulting Inc., Proposal for Environmental Services [The Villages at Harmony Phases 2A, 2B - M&M]
9. Ratification Items
 - A. SOLitude Lake Management, LLC, Annual Renewal Services Extension for October and November 2022
 - B. Allsmiths Services, Estimate No. 2125 for Pressure Washing Maintenance [Osprey and Harmony West Entrance Signage, Walls and Towers]
 - C. Allsmiths Services, Estimate No. 2135 for Painting Right Side Community Frontage Fencing
10. Acceptance of Unaudited Financial Statements as of September 30, 2022
11. Approval of August 18, 2022 Public Hearings and Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. Field Operations Manager: *Association Solutions of Central Florida, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 15, 2022 at 10:30 AM

- QUORUM CHECK

SEAT 1		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROGER VAN AUKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

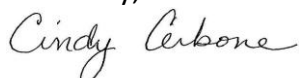
13. Board Members' Comments/Requests

14. Public Comment

15. Adjournment

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

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS & STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT CODE: 528 064 2804

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 17, 2022, and the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes: _____
_____	Seat 2	Votes: _____
_____	Seat 4	Votes: _____

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following term of office:

_____	_____ ()-year term
_____	_____ ()-year term
_____	_____ ()-year term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17TH DAY OF NOVEMBER, 2022.

Attest:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

Daniel Rom is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of November, 2022.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

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

This *Fiscal Year 2022/2023 Deficit Funding Agreement for Additional Services* ("**Agreement**") is made and entered into this 17th day of November, 2022, by and between:

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

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

RECITALS

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

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

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

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

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

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

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

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

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Its: _____

EXHIBIT A: Amendment to FY 2022 Budget

EXHIBIT A: Amendment to FY 2022 Budget

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE GENERAL FUND PORTION OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 19, 2021, the Board of Supervisors (hereinafter referred to as the “Board”) of the Harmony West Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2021/2022; and

WHEREAS, the Board desires to amend the General Fund portion of the budget previously approved for Fiscal Year 2022.

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

Section 1. The Fiscal Year 2021/2022 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and shall be reflected in the monthly and Fiscal Year End September 30, 2022 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 17th day of November, 2022.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

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

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

	Actual thru 9/30/2022	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
REVENUES					
Assessment levy: on-roll	\$ 320,268	\$ 319,474	\$ (794)	\$ 794	\$ 320,268
Assessment levy: off-roll	156,880	122,963	(33,917)	33,917	156,880
Developer contribution	-	1,765	1,765	(1,765)	-
Lot closings	64,152	-	(64,152)	64,152	64,152
Buck Lake mgmt & consulting cost-share	1,420	2,175	755	(755)	1,420
Buck Lake maintenance cost-share	-	7,200	7,200	(7,200)	-
Total revenues	<u>542,720</u>	<u>453,577</u>	<u>(89,143)</u>	<u>89,143</u>	<u>542,720</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	48,000	-	-	48,000
Legal - general counsel	11,842	15,000	3,158	-	15,000
Engineering	814	10,000	9,186	-	10,000
Engineering-stormwater analysis	15,000	-	(15,000)	15,000	15,000
Audit	5,200	6,150	950	-	6,150
Arbitrage rebate calculation	500	750	250	-	750
Dissemination agent	1,000	1,000	-	-	1,000
Trustee	4,246	5,250	1,004	-	5,250
Telephone	200	200	-	-	200
Postage	218	500	282	-	500
Printing & binding	500	500	-	-	500
Legal advertising	15,828	1,200	(14,628)	14,628	15,828
Annual district filing fee	175	175	-	-	175
Insurance	6,419	6,785	366	(366)	6,419
Contingencies	233	750	517	-	750
Website			-	-	-
Hosting & maintenance	705	705	-	-	705
ADA compliance	-	210	210	(210)	-
Total professional & administrative	<u>110,880</u>	<u>97,175</u>	<u>(13,705)</u>	<u>29,052</u>	<u>126,227</u>

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

	Actual thru 9/30/2022	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
Field operations and maintenance					
Field operations manager	4,600	5,000	400	(400)	4,600
Field operations accounting	1,750	1,750	-	-	1,750
Landscaping contract labor	176,033	187,255	11,222	-	187,255
Insurance: property	4,657	4,811	154	(154)	4,657
Porter services - dog park	-	4,920	4,920	(4,920)	-
Playground ADA mulch	-	2,500	2,500	(2,500)	-
Backflow prevention test	-	150	150	-	150
Irrigation maintenance / repair	5,008	5,000	(8)	8	5,008
Plants, shrubs & mulch	24,700	16,800	(7,900)	7,900	24,700
Annuals	22,784	25,000	2,216	-	25,000
Tree trimming	-	2,000	2,000	-	2,000
Signage	3,719	1,000	(2,719)	2,719	3,719
Pest control	1,242	-	(1,242)	1,242	1,242
Fertilization	2,888	-	(2,888)	2,888	2,888
General maintenance	4,775	4,000	(775)	775	4,775
Fountain Maintenance	580	-	(580)	580	580
Fence / wall repair	-	1,500	1,500	-	1,500
Aquatic control - waterway	8,728	12,672	3,944	-	12,672
Wetland monitoring & maintenance	7,773	6,000	(1,773)	1,773	7,773
Buck lake mgmt & consulting cost-share	570	2,900	2,330	-	2,900
Buck lake maintenance cost-share	7,100	14,400	7,300	-	14,400
Electric:			-	-	-
Irrigation	23,936	2,500	(21,436)	21,436	23,936
Street lights	21,713	28,000	6,287	-	28,000
Entrance signs	-	1,500	1,500	-	1,500
Fountain electricity	35,895	-	(35,895)	35,895	35,895
Electric other	5,091	-	(5,091)	5,091	5,091
Water irrigation	7,940	20,000	12,060	(12,060)	7,940
Total field operations and maintenance	<u>371,482</u>	<u>349,658</u>	<u>(21,824)</u>	<u>60,273</u>	<u>409,931</u>
Other fees & charges					
Property appraiser	275	83	(192)	192	83
Tax collector	6,565	6,656	91	(91)	6,848
Total other fees & charges	<u>6,840</u>	<u>6,739</u>	<u>(101)</u>	<u>101</u>	<u>6,931</u>
Total expenditures	<u>489,202</u>	<u>453,572</u>	<u>(35,630)</u>	<u>89,426</u>	<u>543,089</u>
Excess/(deficiency) of revenues over/(under) expenditures	53,518	5	(53,513)	(283)	(369)
Fund balances - beginning	148,328	119,321	(29,007)	29,007	148,328
Fund balances - ending					
Playground	4,500	4,500	-	-	4,500
Sign and wall	3,000	3,000	-	-	3,000
3 months working capital	105,482	105,482	-	-	105,482
Unassigned	88,864	6,344	(82,520)	82,520	88,864
Fund balances - ending	<u>\$ 201,846</u>	<u>\$ 119,326</u>	<u>\$ (82,520)</u>	<u>\$ 28,724</u>	<u>\$ 147,959</u>

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

8A

SERVICES AGREEMENT ADDENDUM

This Services Agreement Addendum (the "**Agreement**") is entered into this ___ day of _____, 2022 between Harmony West Community Development District (the "**Customer**"), and United Land Services (the "**Contractor**"). Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer.

Landscape customer wishes to obtain landscape services for the following work:

Maintenance service for two ponds located in Phase II (Ponds "A" & "B" marked on site plan attached)

The Additional Services are to be performed to the following address:

Harmony West CDD Phase II

Changes in Service. Any changes to the Services must be in writing and signed by Customer and Contractor. The changes in the services or services areas may result in additional charges and may modify the schedule of current services rendered.

Start Date of New Service **11-1-2022**

Addendum Additional Pricing; Monthly **\$555.00** Yearly **\$6,660.00**

Term and Termination. The initial term of the Agreement Addendum shall commence on the Effective Date and, unless earlier terminated as permitted under this Agreement, shall coincide with the end date of the Master Initial Agreement of both parties. The Agreement Addendum shall automatically renew for successive one year periods as follows on the initial agreement. The Agreement Addendum is in addition to the already agreed upon signed contract between both parties. All articles listed on the Master Agreement will remain in effect upon signing the Agreement Addendum.

CUSTOMER

Name: _____

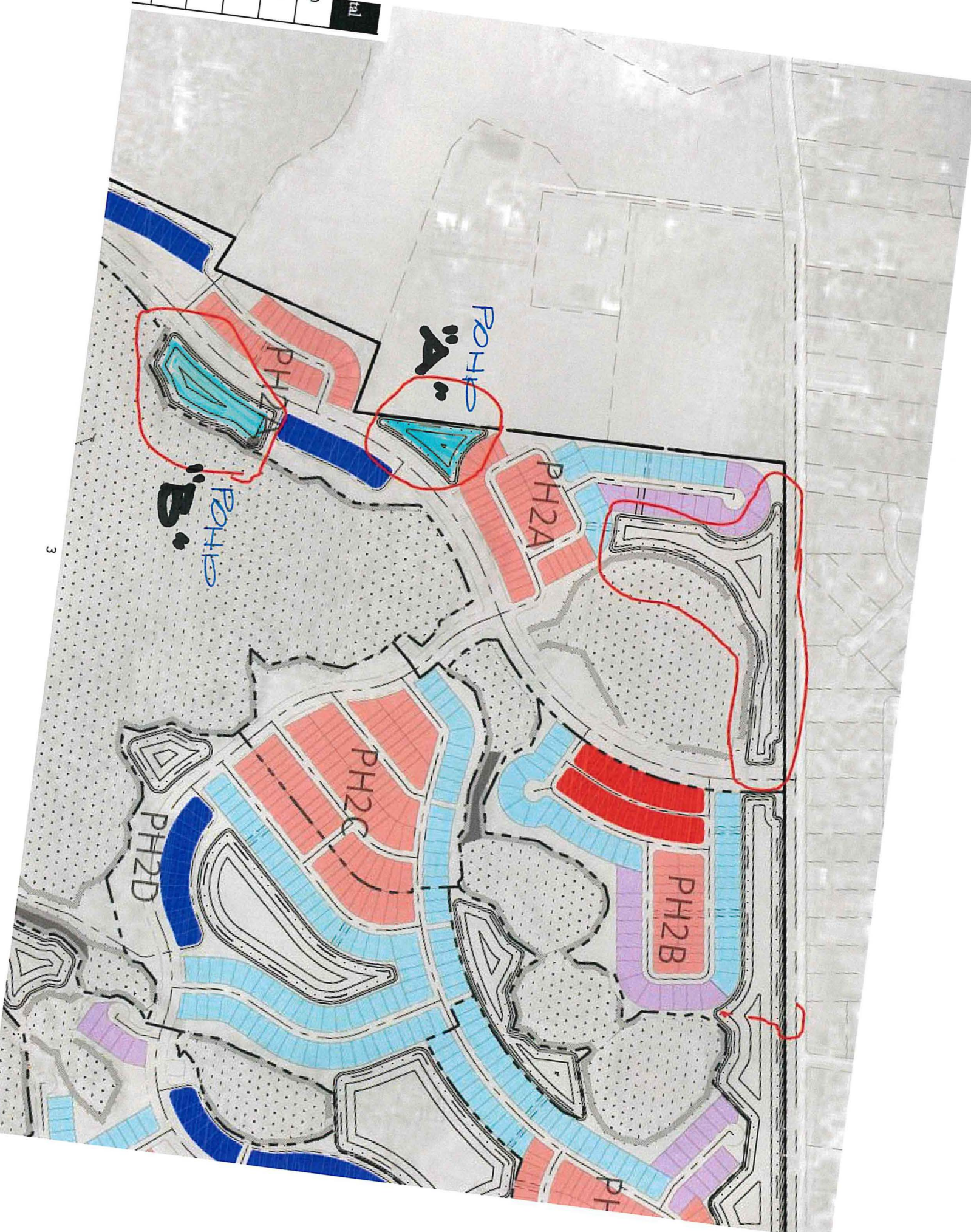
Title: _____

CONTRACTOR

Name: _____

Title: _____

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HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

8B

LAKE PROS

— ENHANCING NATURE —

October 31, 2022

Harmony West CDD

Contact: Mark Hills

Address: 811 Mabbette Street,

Kissimmee, FL 34741

Phone: (407) 480-4200

Email: info@myhoasolution.com

This agreement, made by and between Lake Pros, LLC ("Contractor") and, Harmony West CDD ("Owner")

Maintenance Agreement—Lake Maintenance Service for six (6) ponds:

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Water testing (pH and Dissolved Oxygen)
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspection & Grate Cleaning

Monthly Lake Maintenance Ponds 1-6: \$595.00

Yearly Investment: \$7,140.00



3885 Shader Road, Orlando, Florida 32808

(407) 445-2000 www.lakepro.co

Terms and Conditions:

1. LAKE PROS monthly treatments include EPA certified herbicides applications, beneficial bacteria, casual debris clean up, and structure monitoring. Services outside of the maintenance scope will be subject to a one-time fee that is agreed upon by the CUSTOMER in writing.
2. Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.
3. This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing.
4. Invoices submitted for work completed shall be paid within 30 days of receipt. If payment has not been received within 30 days, invoices will accrue an interest at 2% per month. After two consecutive months without receiving payment, the account will be put on hold.
5. CUSTOMER understands that the annual investment amount has been spread out over a twelve-month period. If the CUSTOMER puts the account on hold, or LAKE PROS puts the account on hold due to lack of payment, an additional start-up fee may be required.
6. LAKE PROS will maintain insurance coverage, which includes General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
7. The Customer agrees to inform LAKE PROS in writing if any lake or pond areas have been, or are scheduled, to be mitigated (planted with required or beneficial aquatic vegetation). Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of the agreement.
8. If at any time during the agreement, the customer is not satisfied with LAKE PROS service, the customer can cancel the agreement with a 30-day written notice.
9. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. LAKE PROS will notify the customer of such restriction. It shall be the customer's responsibility to observe the restrictions throughout the required period. The customer understands and agrees that, notwithstanding any other provision of the agreement, LAKE PROS does not assume any liability for failure by any party to be notified of, or to observe. The above regulations.
10. LAKE PROS shall not be responsible for acts beyond our control. These include, but aren't limited to, adverse weather conditions, Acts of God, Strikes, government regulations or order, acts of vandalism, theft or third-party actions.
11. The customer warrants that he or she is authorized to execute the water management agreement on behalf of the riparian owner and to hold LAKE PROS harmless for consequences of such service not arising out of the sole negligence of LAKE PROS.
12. LAKE PROS agrees to hold the customer harmless from any loss, damage, or claims arising out of the sole negligence of LAKE PROS. However, LAKE PROS shall in no event be liable to the customer or others indirect, special or consequential damages resulting from any cause whatsoever.
13. Water use restrictions ensuing treatment are rarely required. If required, LAKE PROS will notify the customer in writing. LAKE PROS will not be held responsible if customer fails to follow water use restrictions.

Customer Acceptance:

"OWNER"

"CONTRACTOR"
Lake Pros, LLC

Signature: _____

Signature: *Chad Bass* _____

Print: _____

Print: Chad Bass _____

Date: _____

Date: 10/31/22 _____

3885 Shader Road, Orlando, Florida 32808

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

8C

November 10, 2022

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

Proj: The Villages at Harmony Phases 2A, 2B - M&M
Re: Proposal for Environmental Services - (BTC Proposal No. 22-2202)

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with The Villages at Harmony Phases 2A, 2B - M&M in Osceola County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

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

Regards,
Jay Baker
Director

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

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

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

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

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

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

407.894.5969
877.894.5969
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES
THE VILLAGES AT HARMONY PHASES 2A, 2B - M&M
BTC PROPOSAL No. 22-2202**

1. MONITORING - BASELINE MITIGATION (50-0)

This task includes the initial set-up of monitoring data collection points as required by the governing agency. This task includes the required inspection, data compilation, photography, etc.

TOTAL PRICE: \$3,000.00

2. MONITORING - BASELINE MITIGATION REPORT (50-1)

Preparation of a Baseline Monitoring Report to record the results of the Baseline Monitoring Event.

TOTAL PRICE: \$1,750.00

3. MONITORING - SEMI-ANNUAL MITIGATION (50-5)

Conduct semi-annual mitigation area monitoring events per regulatory conditions. Data collected during each event will be used in reports regularly provided to the respective agency.

NOTES: 10 Events over 5 years = \$22,000.00

Event Price: \$2,200.00

4. MONITORING - ANNUAL MITIGATION REPORT (50-6)

Preparation and submittal of an annual report detailing the monitoring events conducted in mitigation areas. This report will include all data and documentation necessary to meet the respective agency's permit conditions.

NOTES: 5 reports over 5 years = \$6,250.00

Event Price: \$1,250.00

5. MAINTENANCE MONTHLY - MITIGATION AREAS (75-20)

Mitigation maintenance to meet the conditions of the regulatory agency permit conditions. This task will consist of herbicide treatment throughout the mitigation areas within the project boundary. Maintenance events will occur monthly.

NOTES: monthly for 5 years = \$36,000.00

Event Price: \$600.00

6. 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: \$3,500.00

Bio-Tech Consulting, Inc.
Time & Materials Schedule

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

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

MUTUALLY UNDERSTOOD AND AGREED:



John Miklos, President
Bio-Tech Consulting, Inc.

November 10, 2022

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

INITIAL: *JC* (BTC) _____ (Client)



Legend

- Harmony West Phase 2
- Photostations
- Transects
- Poitras Mitigation Tract_ce_area
- Harmony Mitigation-Preservation (329.12 acres)

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

The Villages at Harmony
 Osceola County, Florida
 Figure
 Mitigation Plan



Bio-Tech Consulting, Inc.
General Contract Conditions

SECTION 1: RESPONSIBILITIES

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

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

SECTION 2: STANDARD OF CARE

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

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

SECTION 3: SITE ACCESS AND SITE CONDITIONS

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

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

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

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

SECTION 5: BILLING AND PAYMENT

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

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

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

SECTION 6: OWNERSHIP OF DOCUMENTS

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

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

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

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

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

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

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

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

SECTION 8: RISK ALLOCATION

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

SECTION 9: INSURANCE

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

SECTION 10: DISPUTE RESOLUTION

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

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

SECTION 11: TERMINATION

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

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

SECTION 12: ASSIGNS

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

SECTION 13: GOVERNING LAW AND SURVIVAL

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

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

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

9A

SERVICES CONTRACT

CUSTOMER NAME: Harmony West CDD

SUBMITTED TO: Mark Hills

CONTRACT DATE: October 10, 2022

SUBMITTED BY: Camila Morao

SERVICES: Annual Renewal Services Extension for October and November of 2022.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Services is **\$2,350.00**. SOLitude shall invoice Customer **\$1,175.00 for the month of October and November 2022** for the Services to be provided under this Agreement. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

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7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: Trina L. Duncan

Printed Name: Trina L. Duncan

Title: Business Manager

Date: 10/20/2022

Harmony West CDD

Signature: W. Fife

Printed Name: William Fife

Title: Vice Chair

Date: 11/02/2022

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Customer's Address for Notice Purposes:

2300 Glades Rd #410W, Boca Raton, FL 33431

2300 Glades Rd #410W, Boca Raton, FL 33431

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SCHEDULE A - SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month in October and November 2022.**
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month in October and November 2022.**
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per month in October and November 2022.**
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

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Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an

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integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌlitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

**ADDENDUM TO AGREEMENT (“AGREEMENT”) BETWEEN THE HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT (“DISTRICT”) AND
SOLITUDE LAKE MANAGEMENT, LLC (“CONTRACTOR”)**

The following provisions govern the Agreement referenced above:

1. The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.

2. Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor’s actions or inactions. Contractor shall defend, indemnify and hold harmless the District, and the District’s officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney’s fees, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than \$1,000,000.00, which amount Contractor agrees bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
3. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
 - b. 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, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
 - c. 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.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. 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.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), 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.

4. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
5. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 30 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
6. 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*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT C/O WRATHELL,
HUNT & ASSOCIATES LLC, 2300 GLADES ROAD, SUITE 410W, BOCA
RATON, FLORIDA 33431.**

7. 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.

8. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

SOLITUDE LAKE MANAGEMENT, LLC

Trina L. Duncan

By: Trina L. Duncan

Its: Business Manager

Date: 10/20/2022

**HARMONY WEST COMMUNITY DEVELOPMENT
DISTRICT**



By: William Fife

Its: Vice Chair

Date: Nov 2, 2022

Harmony West CDD - Addendum to Agreement - Signed by SOL (002)

Final Audit Report

2022-11-02

Created:	2022-11-02
By:	Daniel Rom (romd@whassociates.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1Zo-xHlrM5y7SyuGemPIGcOCYXLICaLA

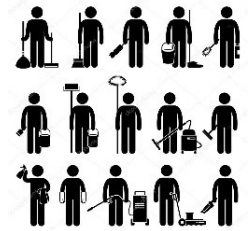
"Harmony West CDD - Addendum to Agreement - Signed by SOL (002)" History

-  Document created by Daniel Rom (romd@whassociates.com)
2022-11-02 - 2:37:02 PM GMT- IP address: 8.17.47.234
-  Document emailed to William Fife (williamfife@forestar.com) for signature
2022-11-02 - 2:38:09 PM GMT
-  Email viewed by William Fife (williamfife@forestar.com)
2022-11-02 - 7:24:10 PM GMT- IP address: 108.188.158.166
-  Document e-signed by William Fife (williamfife@forestar.com)
Signature Date: 2022-11-02 - 7:29:27 PM GMT - Time Source: server- IP address: 108.188.158.166
-  Agreement completed.
2022-11-02 - 7:29:27 PM GMT

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

9B

ESTIMATE



Allsmiths Services
3960 Hickory Tree Rd
Saint Cloud, FL 34772

allsmiths.info@gmail.com
(321) 246-4534

Harmony West CDD

Bill to

Harmony West CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

Ship to

Harmony West CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

Estimate details

Estimate no. : 2125
Estimate date : 9/22/22

Product or service	Amount
--------------------	--------

1. Maintenance	1 unit x \$1,640.00	\$1,640.00
-----------------------	---------------------	------------

Pressure washing Osprey and Harmony West entrance signage, walls and towers

- chemically treat all areas requiring pressure washing
- pressure wash the Osprey entrance sign, Harmony West entrance sign, entrance walls by main entrance signage and Harmony West entrance towers.

MATERIALS AND LABAOR

Sales tax	\$0.00
-----------	--------

Note to customer

We appreciate your business. Please find your estimate details here.
Feel free to contact us if you have any questions.

Total	\$1,640.00
--------------	-------------------

Have a great day!
Allsmiths Services

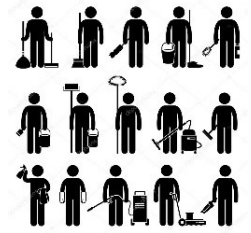
9.23.2022

Daniel Rom, District Manager

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

9C

ESTIMATE



Allsmiths Services
3960 Hickory Tree Rd
Saint Cloud, FL 34772

allsmiths.info@gmail.com
(321) 246-4534

Harmony West HOA

Bill to
Harmony West HOA
811 Mabbette Street
Kissimmee, FL 34741

Estimate details
Estimate no. : 2135
Estimate date : 10/18/22

Product or service Amount

1. **Maintenance** 1 unit x \$4,635.00 \$4,635.00
Painting right side community frontage fencing

- re-secure horizontal planks, that are lose or detached from fence posts
- paint both sides of 2330 linear feet of fencing with black exterior paint to match existing

MATERIALS AND LABOR

Sales tax \$0.00

Note to customer

We appreciate your business. Please find your estimate details here.
Feel free to contact us if you have any questions.

Total **\$4,635.00**

Have a great day!
Allsmiths Services

A handwritten signature in black ink, appearing to read 'Daniel Rom', written over a horizontal line.

10.19.2022

Daniel Rom, District Manager

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2022**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	General Fund	Debt Service Fund Series 2018	Debt Service Fund	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS					
Cash	\$ 215,324	\$ -	\$ -	\$ -	\$ 215,324
Investments					
Revenue	-	294,552	-	-	294,552
Reserve	-	430,094	-	-	430,094
Construction	-	-	-	7	7
Undeposited funds	33,917	-	-	-	33,917
Due from other	-	-	3,197	-	3,197
Due from debt service fund	1,528	-	-	-	1,528
Utility deposit	8,856	-	-	-	8,856
Prepaid expense	12,666	-	-	-	12,666
Total assets	<u>\$ 272,291</u>	<u>\$ 724,646</u>	<u>\$ 3,197</u>	<u>\$ 7</u>	<u>\$ 1,000,141</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable on-site	\$ 62,321	\$ -	\$ 3,197	\$ -	\$ 65,518
Accounts payable off-site	4,824	-	-	-	4,824
Due to Developer	-	-	19,341	-	19,341
Due to general fund	-	1,528	-	-	1,528
Landowner advance	3,300	-	-	-	3,300
Total liabilities	<u>70,445</u>	<u>1,528</u>	<u>22,538</u>	<u>-</u>	<u>94,511</u>
Fund balances:					
Restricted					
Debt service	-	723,118	(19,341)	-	703,777
Capital projects	-	-	-	7	7
Committed					
Playground	4,500	-	-	-	4,500
Sign and wall	3,000	-	-	-	3,000
3 months working capital	105,482	-	-	-	105,482
Unassigned	88,864	-	-	-	88,864
Total fund balances	<u>201,846</u>	<u>723,118</u>	<u>(19,341)</u>	<u>7</u>	<u>905,630</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 272,291</u>	<u>\$ 724,646</u>	<u>\$ 3,197</u>	<u>\$ 7</u>	<u>\$ 1,000,141</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 320,268	\$ 319,474	100%
Assessment levy: off-roll	33,917	156,880	122,963	128%
Developer contribution	-	-	1,765	0%
Lot closings	-	64,152	-	N/A
Buck Lake mgmt & consulting cost-share	-	1,420	2,175	65%
Buck Lake maintenance cost-share	-	-	7,200	0%
Total revenues	<u>33,917</u>	<u>542,720</u>	<u>453,577</u>	120%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	48,000	48,000	100%
Legal - general counsel	2,712	11,842	15,000	79%
Engineering	464	814	10,000	8%
Engineering-stormwater analysis	15,000	15,000	-	N/A
Audit	-	5,200	6,150	85%
Arbitrage rebate calculation	-	500	750	67%
Dissemination agent	83	1,000	1,000	100%
Trustee	-	4,246	5,250	81%
Telephone	17	200	200	100%
Postage	28	218	500	44%
Printing & binding	42	500	500	100%
Legal advertising	1,391	15,828	1,200	1319%
Annual district filing fee	-	175	175	100%
Insurance	-	6,419	6,785	95%
Contingencies	-	233	750	31%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>24,442</u>	<u>110,880</u>	<u>97,175</u>	114%

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
Field operations and maintenance				
Field operations manager	1,000	4,600	5,000	92%
Field operations accounting	146	1,750	1,750	100%
Landscaping contract labor	34,500	176,033	187,255	94%
Insurance: property	-	4,657	4,811	97%
Porter services - dog park	-	-	4,920	0%
Playground ADA mulch	-	-	2,500	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	2,417	5,008	5,000	100%
Plants, shrubs & mulch	12,100	24,700	16,800	147%
Annuals	-	22,784	25,000	91%
Tree trimming	-	-	2,000	0%
Signage	-	3,719	1,000	372%
Pest control	1,242	1,242	-	N/A
Fertilization	2,887	2,888	-	N/A
General maintenance	820	4,775	4,000	119%
Fountain Maintenance	-	580	-	N/A
Fence / wall repair	-	-	1,500	0%
Aquatic control - waterway	2,350	8,728	12,672	69%
Wetland monitoring & maintenance	400	7,773	6,000	130%
Buck lake mgmt & consulting cost-share	-	570	2,900	20%
Buck lake maintenance cost-share	1,200	7,100	14,400	49%
Electric:				
Irrigation	2,681	23,936	2,500	957%
Street lights	6,930	21,713	28,000	78%
Entrance signs	-	-	1,500	0%
Fountain electricity	7,243	35,895	-	N/A
Electric other	-	5,091	-	N/A
Water irrigation	706	7,940	20,000	40%
Total field operations and maintenance	<u>76,622</u>	<u>371,482</u>	<u>349,658</u>	106%
Other fees & charges				
Property appraiser	-	275	83	331%
Tax collector	-	6,565	6,656	99%
Total other fees & charges	<u>-</u>	<u>6,840</u>	<u>6,739</u>	101%
Total expenditures	<u>101,064</u>	<u>489,202</u>	<u>453,572</u>	108%
Excess/(deficiency) of revenues over/(under) expenditures	(67,147)	53,518	5	
Fund balances - beginning	268,993	148,328	119,321	
Fund balances - ending				
Playground	4,500	4,500	4,500	
Sign and wall	3,000	3,000	3,000	
3 months working capital	105,482	105,482	105,482	
Unassigned	88,864	88,864	6,344	
Fund balances - ending	<u>\$ 201,846</u>	<u>\$ 201,846</u>	<u>\$ 119,326</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ -	\$ 454,636	\$ 453,540	100%
Assessment levy: off-roll	-	56,657	90,574	63%
Lot closings	-	87,830	-	N/A
Interest	1,032	2,287	-	N/A
Total revenues	<u>1,032</u>	<u>601,410</u>	<u>544,114</u>	111%
EXPENDITURES				
Debt service				
Principal	-	130,000	130,000	100%
Interest	-	401,154	401,154	100%
Total debt service	<u>-</u>	<u>531,154</u>	<u>531,154</u>	100%
Other fees & charges				
Tax collector	-	9,089	9,449	96%
Total other fees and charges	<u>-</u>	<u>9,089</u>	<u>9,449</u>	96%
Total expenditures	<u>-</u>	<u>540,243</u>	<u>540,603</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,032	61,167	3,511	
Fund balances - beginning	<u>722,086</u>	<u>661,951</u>	<u>660,770</u>	
Fund balances - ending	<u>\$ 723,118</u>	<u>\$ 723,118</u>	<u>\$ 664,281</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	\$ 3,198	\$ 19,341
Total debt service	<u>3,198</u>	<u>19,341</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (3,198)	 (19,341)
 Fund balances - beginning	 (16,143)	 -
Fund balances - ending	<u>\$ (19,341)</u>	<u>\$ (19,341)</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

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

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

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The Board of Supervisors of the Harmony West Community Development District held Multiple Public Hearings and a Regular Meeting on August 18, 2022 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

John Chris Tyree	Chair
William Fife	Vice Chair
Robyn Bronson	Assistant Secretary
Roger Van Auker	Assistant Secretary
John Wiggins	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Ashley Ligas (via telephone)	Wrathell, Hunt and Associates, LLC
Katie Ibarra (via telephone)	KE Law Group, PLLC
Ray Malave (via telephone)	District Engineer
Mark Hills	Field Operations Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:30 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget**

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

40 **B. Consideration of Resolution 2022-23, Relating to the Annual Appropriations and**
41 **Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending**
42 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**
43 **Date**

44 Mr. Rom presented the Proposed Fiscal Year 2023 budget and noted the changes in the
45 “Field operations and maintenance” line item, on Page 2, and in the “Projected Fiscal Year 2023
46 Assessments” table, on Page 8. There was a net increase of \$13,648 in the Field Operations
47 portion of the budget and the total assessment, per unit, is nearly identical, with an
48 approximate \$2 difference for the 2018 area.

49 Ms. Cerbone stated it is important to note that the Board and Staff previously discussed
50 the changes when the proposed Fiscal Year 2023 budget was presented and agreed that
51 additional amounts would be added to the budget. At the time, the Board directed District
52 Management to coordinate with Staff to solidify the amounts and include them in the Fiscal
53 Year 2023 budget.

54 In response to a Board Member’s question, Mr. Rom stated that there are 620 on-roll
55 units for 2018. Asked how many lots are left to close in the first Phase, Ms. Cerbone stated she
56 would check the preliminary Truth in Millage (TRIM) information and provide an answer later in
57 the meeting.

58

59 **On MOTION by Mr. Wiggins and seconded by Ms. Bronson, with all in favor,**
60 **the Public Hearing was opened.**

61

62

63 No members of the public spoke.

64

65 **On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor, the**
66 **Public Hearing was closed.**

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69 Mr. Rom presented Resolution 2022-23

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On MOTION by Ms. Bronson and seconded by Mr. Wiggins, with all in favor, Resolution 2022-23, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2022-24, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Rom stated that this Resolution provides for the collection and enforcement of special assessments by the Tax Collector.

On MOTION by Mr. Wiggins and seconded by Mr. Tyree, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Wiggins and seconded by Mr. Tyree, with all in favor, the Public Hearing was closed.

Mr. Rom presented Resolution 2022-24 and read the title.

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On MOTION by Mr. Tyree and seconded by Mr. Van Auker, with all in favor, Resolution 2022-24, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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115

FIFTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2022/2023
Deficit Funding Agreement**

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119

This item was removed from the agenda.

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121
122

Ms. Cerbone recalled the discussion during the Third Order of Business regarding the number of lots left to close in the first Phase and stated that the number is 396, which was obtained from the County’s late June or early July files.

123

SIXTH ORDER OF BUSINESS

**Ratification of United Land Services
Proposal for Additional Work (Installation
of Annuals)**

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Mr. Rom presented the United Land Services Proposal.

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On MOTION by Mr. Van Auker and seconded by Mr. Tyree, with all in favor, the United Land Services Proposal for Additional Work for the installation of annuals, in the amount of \$6,400, was ratified.

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134

SEVENTH ORDER OF BUSINESS

**Ratification of 20-Year Stormwater
Management Needs Analysis Report**

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Mr. Rom presented the 20-Year Stormwater Management Needs Analysis Report, which the District Engineer submitted by the June 30, 2022 due date.

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On MOTION by Mr. Tyree and seconded by Mr. Van Auker, with all in favor, the 20-Year Stormwater Management Needs Analysis Report, was ratified.

144 **EIGHTH ORDER OF BUSINESS** **Consideration of Sunscape Consulting**
145 **Landscape Services Agreement**

146
147 Mr. Rom presented the Sunscape Consulting (Sunscape) Landscape Services Agreement.

148 Mr. Fife stated SunScape is a third-party consultant that reviews the landscape contract
149 and ensures that the contractor is doing everything that is in the contract and, given that the
150 CDD has a \$300,000 landscaping budget for Fiscal Year 2023, he thought it might be beneficial
151 to have an expert inspect the landscaping regularly and present a monthly report to the
152 landscaper and the Board. Mr. Rom stated that this item was already budgeted.

153 Discussion ensued regarding the scope of work, inspection frequency, cost and whether
154 a landscape consultant is needed at this time.

155 The Board decided to decline the services proposed by Sunscape.

156
157 **NINTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
158 **Statements as of June 30, 2022**

159
160 Mr. Rom presented the Unaudited Financial Statements as of June 30, 2022.

161
162 **On MOTION by Mr. Tyree and seconded by Mr. Wiggins, with all in favor, the**
163 **Unaudited Financial Statements as of June 30, 2022, were accepted.**

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165
166 **TENTH ORDER OF BUSINESS** **Approval of Minutes**

167
168 Mr. Rom presented the following:

- 169 **A. June 16, 2022 Public Hearings and Regular Meeting**
- 170 **B. July 7, 2022 Special Meeting**

171
172 **On MOTION by Ms. Bronson and seconded by Mr. Tyree, with all in favor, the**
173 **June 16, 2022 Public Hearings and Regular Meeting and July 7, 2022 Special**
174 **Meeting Minutes, as presented, were approved.**

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177 **ELEVENTH ORDER OF BUSINESS** **Staff Reports**

- 178
179 **A. District Counsel: *KE Law Group, PLLC***

180 There was no report.

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

182 There was no report.

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

184 Mr. Hills reported the following:

185 ➤ Everything is dead around a pond in Hooded Crane. Debris will be removed next week.

186 ➤ Over the next two weeks, the weeds will be sorted out by the contractor.

187 A Board Member stated that the contractor should be informed that he has 30 calendar
188 days to resolve the issues.

189 ➤ One palm at the front entrance died. It would cost \$5,700 to remove and replace it.

190 Mr. Rom presented a proposal from United Land Services to replace the dead palm tree.

191

192 **On MOTION by Mr. Tyree and seconded by Mr. Wiggins, with all in favor, the**
193 **United Land Services proposal for removal and replacement of a dead palm**
194 **tree, in the amount of \$5,700, was approved.**

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197 A Board Member stated that a street sign was misspelled. The Property Appraiser spells
198 it as S-A-R-U-S and the street sign is spelled S-A-U-R-U-S. Ms. Cerbone stated someone from
199 Forestar should email Management regarding the misspelling and Staff will check the spelling
200 and provide the appropriate document to the Property Appraiser to have the spelling updated.

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

202 Mr. Rom recalled that the Board previously approved a Resolution to change the
203 meeting location to the Development but he was recently informed that the Clubhouse will not
204 be ready. He asked if the Board is amenable to advertising its Fiscal Year 2023 Meeting
205 Schedule with the current location as the meeting location, instead of at the Clubhouse.

206 The following change was made to the Fiscal Year 2023 Meeting Schedule:

207 LOCATION: Change to "Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee,
208 Florida 34744"

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On MOTION by Mr. Tyree and seconded by Ms. Bronson, with all in favor, amending the Fiscal Year 2023 Meeting Schedule to change the meeting location, was approved.

- **NEXT MEETING DATE: September 15, 2022 at 10:30 A.M.**
 - **QUORUM CHECK**

The next meeting will be held on September 15, 2022, unless cancelled.

TWELFTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS **Public Comments**

There were no public comments.

FOURTEENTH ORDER OF BUSINESS **Adjournment**

There being nothing further to discuss, the meeting adjourned.

On MOTION by Ms. Bronson and seconded by Mr. Tyree, with all in favor, the meeting adjourned at 11:01 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022 CANCELED	Regular Meeting	10:30 AM
November 17, 2022	Landowners' Meeting & Regular Meeting	10:30 AM
December 15, 2022	Regular Meeting	10:30 AM
January 19, 2023	Regular Meeting	10:30 AM
February 16, 2023	Regular Meeting	10:30 AM
March 16, 2023	Regular Meeting	10:30 AM
March 16, 2023	Buck Lake Committee Meeting	11:00 AM
April 20, 2023	Regular Meeting	10:30 AM
May 18, 2023	Regular Meeting	10:30 AM
June 15, 2023	Regular Meeting	10:30 AM
July 20, 2023	Regular Meeting	10:30 AM
August 17, 2023	Public Hearing & Regular Meeting	10:30 AM
September 21, 2023	Regular Meeting	10:30 AM