

# **HARMONY WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**&**

# **HARMONY**

**COMMUNITY DEVELOPMENT DISTRICT**

**March 16, 2023**

**BUCK LAKE COMMITTEE**

**MEETING AGENDA**

**BUCK LAKE COMMITTEE**

**AGENDA**

**LETTER**

**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**

March 9, 2023

**ATTENDEES:**

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

Committee Members

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

Dear Committee Members:

The Members of Buck Lake Committee will hold a Meeting on March 16, 2023 at 10:00 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 March 17, 2022 Committee Meeting
3. Review of Annual Meeting Committee Items
  - A. Financial Activity for Fiscal Year 2023
  - B. Current Year Treatment Plans
  - C. Buck Lake Management Plan
  - D. Buck Lake Policies
4. Evaluation of Maintenance Services for Fiscal Year 2024
5. Committee Comments/Requests
6. Next Meeting Date: March 21, 2024 at 10:00 A.M.
7. 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

HWCCDD District Manager

**TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 528 064 2804**

# **BUCK LAKE COMMITTEE**

**2**

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

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

**Present were:**

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

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

**SECOND ORDER OF BUSINESS**

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

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

**THIRD ORDER OF BUSINESS**

**Review of Annual Meeting Committee  
Items**

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

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

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

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

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

Ms. Kramer stated she recently surveyed the lake and saw no evidence of any treatment; rather, several large banks of hyacinths have formed and Cuban bullrush has grown substantially along with torpedo grass. She asked Mr. Baker when treatment would occur. Mr. Baker stated that treatment has yet to commence, as Bio-Tech is awaiting approval for the initial treatment. Mr. Tyree stated that they were good with lake maintenance starting, the only thing that was held up was maintenance of the canal which, was delayed because he wanted to make sure that the construction crews completed work behind the 60' lot section; Bio-Tech could commence lake maintenance. Mr. Baker would schedule the initial treatment of the lake within two weeks.

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Ms. Cerbone stated HWCDD will pay all the maintenance expenses for Fiscal Year 2022. Regarding Fiscal Year 2023, specifically in the Agreement with HCDD and HWCDD, which addresses the cost-sharing and sending invoices, Ms. Cerbone proposed sending invoices on a

quarterly basis, after confirming the service has been performed, as it would be more efficient sending monthly invoices. The only missing invoice will be the \$1,200 December invoice. Asked if this was acceptable, Ms. Montana, Ms. Kramer and Mr. Tyree had no objections to Ms. Cerbone's suggestion.

**C. Buck Lake Management Plan**

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

**D. Review of Buck Lake Policies**

Ms. Cerbone presented the HCDD & HWCDD Joint Policies For Use of Buck Lake and stated the verbiage was fine-tuned from the HCDD policies, with a few added items. The document has not changed since the October meeting. She asked if the Committee wanted to make any changes to the Policies. Mr. Tyree had no changes. Ms. Kramer noted a few minor spacing errors that she would address with Ms. Cerbone after the meeting. She stated the part of Item #4 regarding exceptions for motorized boats. She felt it is appropriate to retain the word "rescue" but clarified that HCDD only towed boats and it would be Osceola County Fire/Rescue that would be doing any actual rescues of individuals.

When Ms. Cerbone asked about noticing some type of trolling activity on the lake, Ms. Kramer stated HCDD staff noticed that some vessels are being put in more on the north side of the lake, in the areas that are preparing to be developed. It appears that an individual has been putting in smaller boats with electric trolling motors on the lake and, although they would be in compliance, she was not sure if HWCDD is aware that someone has been traversing its lands to put boats in. Mr. Tyree stated nobody should be using the northern side without his permission and no one sought permission for fishing purposes; anyone traversing on the northern property without his consent is trespassing and would be prosecuted. Ms. Cerbone asked Mr. Rom to

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inform Mr. Mark Hills of this issue and advised Ms. Kramer to promptly email Mr. Tyree and Mr. Hills the next time HCDD staff notices such activity. [Ms. Kramer agreed to ask HCDD staff to do so.](#)

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**FOURTH ORDER OF BUSINESS**

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

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

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Ms. Cerbone asked Committee Members if they were comfortable recommending Mr. Baker's request to their respective Boards. Mr. Tyree and Ms. Kramer had no objections. In response to Mr. Rom's question regarding the need for a new agreement, Mr. Earlywine stated [a new agreement may be easier than an amendment](#). Ms. Cerbone stated Staff would draft and send an amended agreement to Ms. Montagna and Ms. Kramer and it would be considered at the next [HWCCD](#) meeting.

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**FIFTH ORDER OF BUSINESS**

**Committee Comments/Requests**

There were no Committee comments or requests.

**SIXTH ORDER OF BUSINESS**

**Next Meeting Date**

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

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**SEVENTH ORDER OF BUSINESS**

**Adjournment**



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

**March 17, 2022**

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

**March 17, 2022**

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **BUCK LAKE COMMITTEE**

# **3A**

# Harmony West CDD

# INVOICE

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

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

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

DESCRIPTION	AMOUNT
Aquatic Maintenance	\$ 2,400.00
<b>TOTAL</b>	<b>\$ 2,400.00</b>

Make all checks payable to Harmony West CDD

# Invoice

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

**Bill To:**

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

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

Terms: Net 30

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

\*\*\*We appreciate your business!\*\*\*

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

# Invoice

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

**Bill To:**

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

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

Terms: Net 30

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

\*\*\*We appreciate your business!\*\*\*

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

# Invoice

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

**Bill To:**

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

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

Terms: Net 30

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

\*\*\*We appreciate your business!\*\*\*

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

## Daniel Rom

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

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

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

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

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

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Ok.

Thanks,

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



## Daniel Rom

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

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

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

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

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

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

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

**Thank You,**

**Jeison Castillo | Field Services Manager**



7360 Five Oaks Dr. | Harmony FL 34773

**Office:** 1.407.566.1935 | **Mobile:** 1-407-861-4460 | [www.inframarkims.com](http://www.inframarkims.com)







# **BUCK LAKE COMMITTEE**

**3B**

January 17, 2023

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

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

Dear Cindy:

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

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

Regards,  
Jay Baker  
Director

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

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

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

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

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

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

407.894.5969  
877.894.5969  
407.894.5970 fax

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

**1. MAINTENANCE MONTHLY - LAKESHORES (75-10)**

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

**NOTES:** monthly=\$14,400.00 annually

**Event Price:** \$1,200.00

**2. GENERAL PROJECT COORDINATION (65-0)**

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

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

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

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

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

**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
**John Miklos, President**  
**Bio-Tech Consulting, Inc.**

January 17, 2023  
\_\_\_\_\_  
**Date**

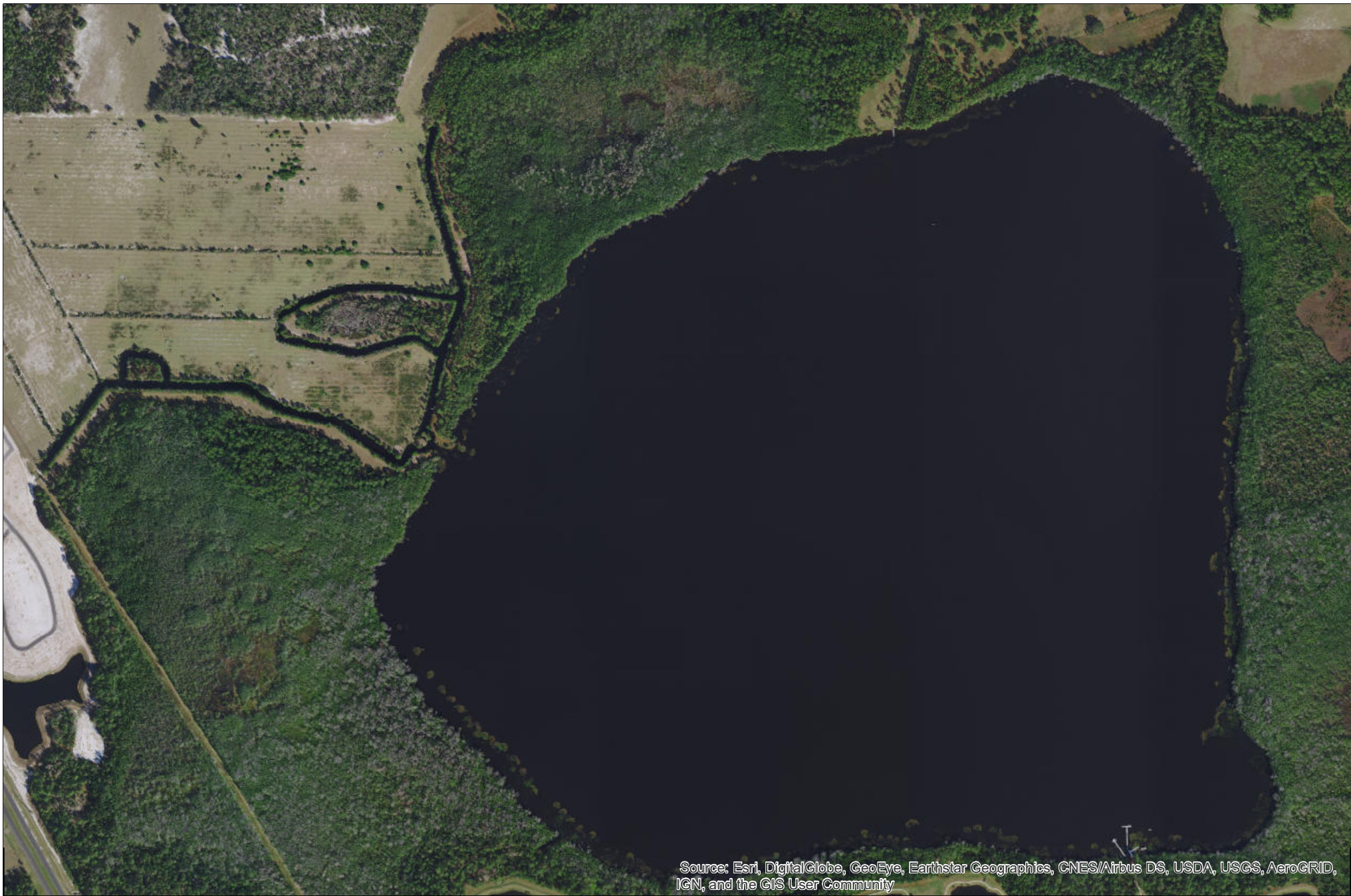
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**Authorized Signatory**

\_\_\_\_\_  
**Date**



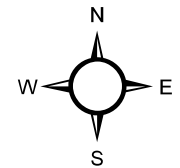
Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Please check here if you prefer to receive a paper invoice**



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

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



0 250 500 1,000  
Feet

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

**Bio-Tech Consulting, Inc.**  
**General Contract Conditions**

**SECTION 1: RESPONSIBILITIES**

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

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

**SECTION 2: STANDARD OF CARE**

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

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

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

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

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

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

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

## **SECTION 5: BILLING AND PAYMENT**

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

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

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

## **SECTION 6: OWNERSHIP OF DOCUMENTS**

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

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

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

## **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

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

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

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

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

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

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

#### **SECTION 8: RISK ALLOCATION**

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

#### **SECTION 9: INSURANCE**

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

#### **SECTION 10: DISPUTE RESOLUTION**

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

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

**SECTION 11: TERMINATION**

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

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

**SECTION 12: ASSIGNS**

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

**SECTION 13: GOVERNING LAW AND SURVIVAL**

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

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

# **BUCK LAKE COMMITTEE**

**3C**

Buck Lake Management Plan  
Harmony, Florida  
Osceola County

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

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.

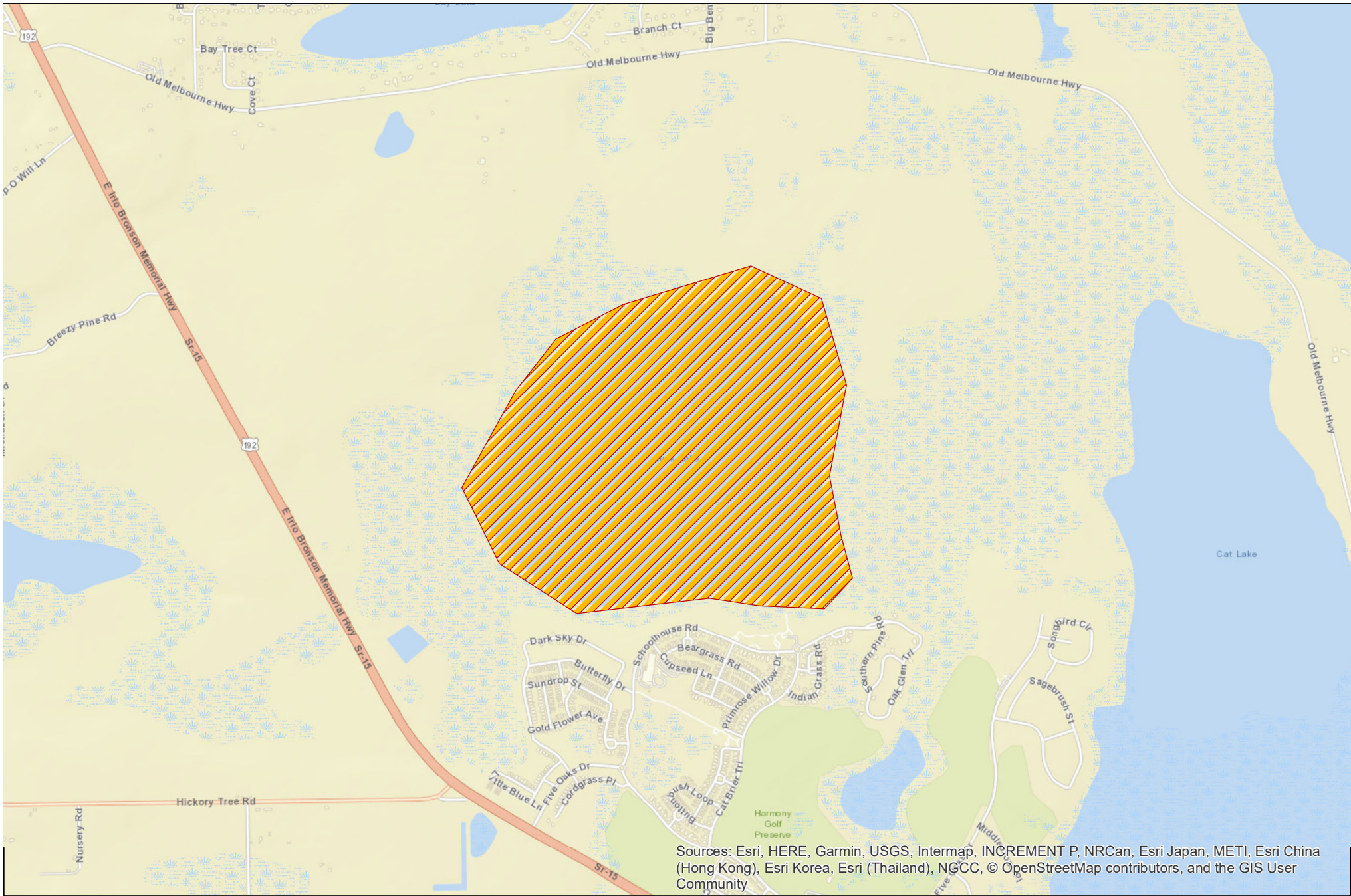
\*2021 University of Florida / IFAS / Center for Aquatic & Invasive Plants

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.

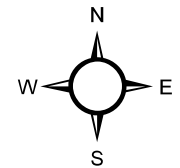
Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These 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.

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.

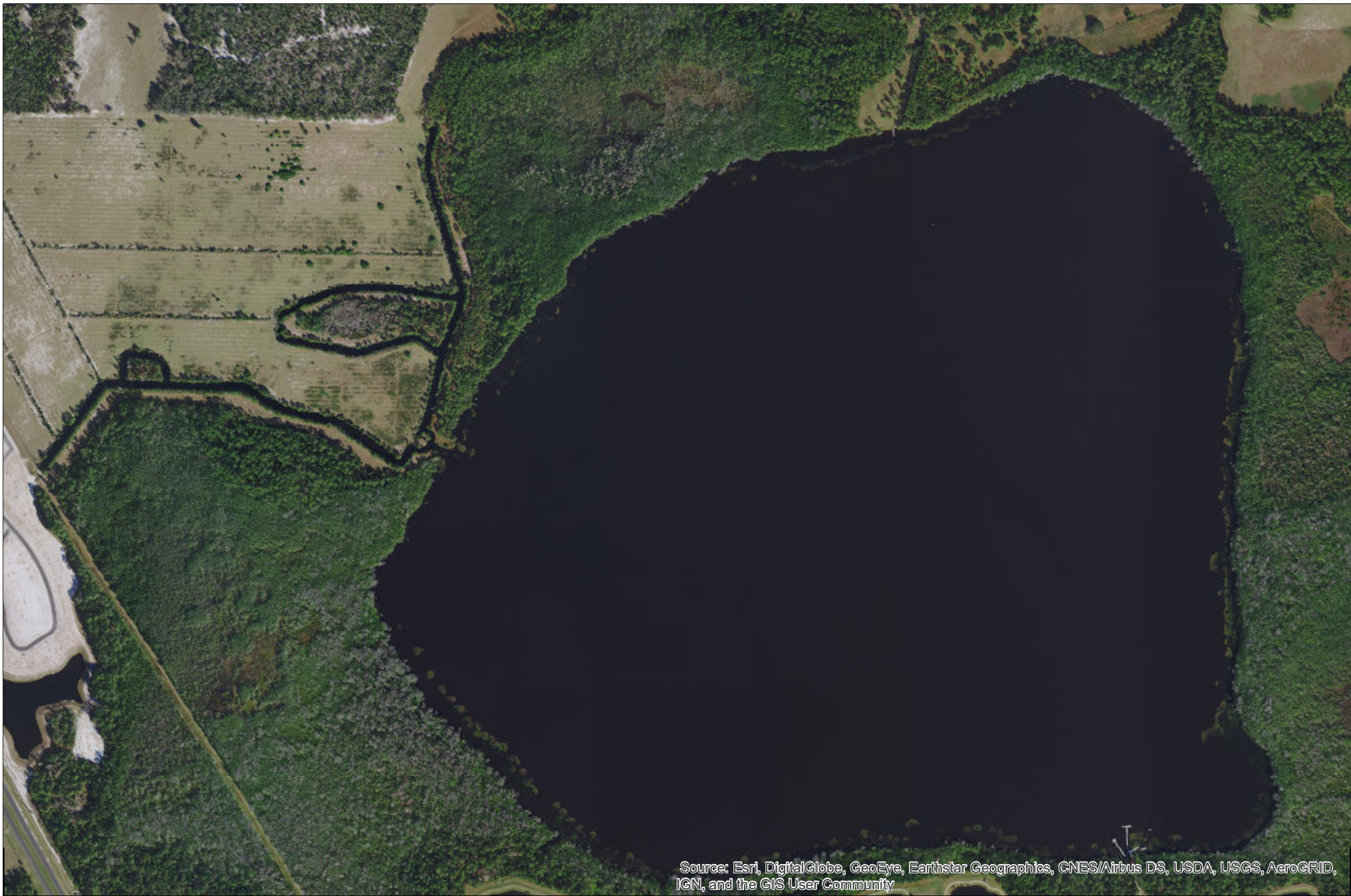


Harmony West-Buck Lake  
 Osceola County, Florida  
 Figure 1  
 Location Map



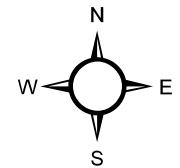
0 600 1,200 2,400  
 Feet

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

# **BUCK LAKE COMMITTEE**

# **3D**

**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)**