HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT & HARMONY COMMUNITY DEVELOPMENT DISTRICT

July 15, 2021

BUCK LAKE COMMITTEE MEETING AGENDA
July 8, 2021

Committee Members
Harmony West Community Development District (HWCD) & Harmony Community Development District (HCDD)

Dear Committee Members:

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

1. Call to Order/Roll Call

2. Review of Minutes from April 6, 2021 Committee Meeting

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

4. Presentation/Discussion: Buck Lake Management Plan, Buck Lake Policies and Public Use Policies
   A. Buck Lake Management Plan
   B. Policies for use of Buck Lake and Other Stormwater Management Facilities
   C. Public Use Policies

5. Review of Harmony CDD Costs Incurred for Buck Lake Maintenance Services

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

7. Next Steps on Buck Lake Maintenance Services
8. Other

9. Committee Comments/Requests

10. Next Meeting Date: ______________

11. Adjournment

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

Sincerely,

Cindy Cerbone
HWCD District Manager

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

2
MINUTES OF MEETING
HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE

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

Present were:

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

FIRST ORDER OF BUSINESS Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS Confirmation of Committee Members

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

THIRD ORDER OF BUSINESS Discussion: Buck Lake Management and Cost Sharing Agreement

Ms. Cerbone presented the Buck Lake Management and Cost Sharing Agreement so that all in attendance may review the Agreement’s requirements, along with today’s meeting agenda. She believed that today’s meeting was the first official committee meeting on record.

Ms. Kramer stated her understanding that some discussions occurred but she was unsure
whether a formal public meeting occurred. Ms. Suit stated a formal public meeting had not occurred. Ms. Suit asked if Ms. Cerbone sent the Committee Meeting information to District Counsel for HCDD. Ms. Cerbone stated she had not. She invited Ms. Suit to do so and stated that she would do so following the meeting, if necessary.

**FOURTH ORDER OF BUSINESS**

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

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

**A. Prior Year Services**

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

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

Ms. Cerbone asked if Ms. Kramer was referring to the portion of the lake closest to the boundary of the HCDD or the entire lake. Ms. Kramer stated that HCDD had been treating the entire lake because, for the longest time, HCDD was the only entity using the lake, so they
maintained the lake in its entirety, including maintaining vegetative buffers and preventing encroachment into the lake.

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

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

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

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

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

Mr. Baker stated that his firm, like the HCDD field services staff members, was previously contracted to maintain the lake with herbicide treatments. The biggest recurring problem was water hyacinths, which would clog the canals and block access for fishing; treatments were done to keep the canals clear. Ms. Kramer asked if that was done for HCDD. Mr. Baker replied affirmatively. Ms. Kramer stated that those canals are the biggest problem source of water hyacinths, requiring constant treatment. Mr. Baker concurred and stated that treatments were done monthly by Bio-Tech, via airboat, and those treatments have not been
done by Bio-Tech in at least two years. He believed that, currently, HCDD field services staff members are conducting the only lake management.

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

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

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

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

Ms. Cerbone noted this was a lake discussion, as opposed to a wetlands discussion; from a lake perspective, it seemed the water hyacinths were the primary concern. She asked Mr. Baker if, when he said it had been two years since his firm provided service, he meant that was related to the lake. Mr. Baker responded affirmatively.
Ms. Kramer stated that, ever since Bio-Tech finished, the HCDD field operations staff has been out maintaining the lake. Mr. Baker stated that mosquito fern and duckweed types of floating vegetation were one of the biggest problems; however, water hyacinths were what fishermen complained about the most. Those fishermen were not outside people but residents utilizing the Buck Lake boat ramp.

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

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

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

Ms. Kramer stated that HCDD would absolutely love for HW CDD to reimburse for all the work HCDD has done in this year. Ms. Cerbone stated the HCDD representative discussed monies spent in this year and previous fiscal years in order to maintain the lake and not just the shoreline or the area adjacent to their District line and stated that she hoped the two Committee members will consider that a review of prior year financial activity sufficient for now. The Committee members responded affirmatively.
Ms. Cerbone read Item 4c. ii, “confirm current year treatment plans and funding status”
and stated her understanding was that the current year’s treatment for the entire lake is being
covered and funded by HCDD. Ms. Kramer stated that is correct. Ms. Cerbone stated nothing is
in progress with HWCDD but that budgeted line item is included.

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

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

Ms. Cerbone stated she wanted to get to the bottom line first. She did not believe that
either CDD Board has an environmental expert on it, which was why Mr. Baker was there.
Ms. Kramer stated that she was previously the Water Resources Manager for Brevard
County and the Environmental Planner, with a Master’s Degree in Environmental Science and
Engineering from Virginia Tech; that being what it may, she stated she used to make her living
doing exactly what Bio-Tech, Austin Environmental, and other groups do.

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

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

Ms. Kramer stated they could take what the HCDD field services staff has been doing
and insert language that could be wordsmithed and assemble a Management Plan that would
suffice, and that from what she has been hearing they have been doing a good job.
Mr. Baker agreed and stated, in creating the Management Plan, they would take any input from HW CDD and HCDD regarding what direction they want the lake to go, as far as enhancing fisheries and native vegetation.

Ms. Kramer stated she could provide historic documents from the previous contractor.

Mr. Baker stated he had all the documentation.

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

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

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

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

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

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

Mr. Tyree stated Bio-Tech would need to formalize a Management Plan consistent with WMD permitting and core permitting required to maintain the lake. Mr. Earlywine asked for the price. Mr. Baker stated the price was an hourly, not-to-exceed amount, which includes adding...
other items. Mr. Earlywine stated he understood the fee was not-to-exceed $1,450 and, on an hourly basis up to that level, with add-ons if additional things must be done. Mr. Baker stated that was correct. Mr. Earlywine asked Ms. Kramer how that sounds. Ms. Kramer stated she could take that to the CDD Board. Ms. Cerbone asked if that was something she was comfortable taking to the CDD Board. Ms. Kramer responded yes, a comprehensive plan that would satisfy all the permit requirements and specify the ground rules for what would be treated and to what quality the lake would be maintained; she felt that was a reasonable price for that type of plan. Ms. Suit asked if that was a monthly fee. Ms. Kramer stated that was a one-time fee for the Management Plan. Ms. Cerbone stated the costs were as described in the agenda and she would discuss costs again at the end.

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

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

FIFTH ORDER OF BUSINESS
Discussion: Current Year Treatment Plans and Funding

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

This item was presented in conjunction with Item 4B.

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

B. Status of Previous ACOE Violation

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

Deleted: and a few not-to-exceed $2,900 for General Project Coordination. Mr. Baker stated that was correct. Mr. Earlywine

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

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

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

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

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

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

Ms. Suit stated they were referring to the portions of the wetlands. Three were owned by Harmony Central, four were owned by Harmony Florida Land, and 4B and 10 were owned by the HCDD. Mr. Baker thought there were four entities: Harmony Florida Land, HCDD, Harmony Retail and Harmony Central. Ms. Kramer stated that Harmony Retail has some by Cat Lake but not on Buck Lake.
Ms. Suit stated a portion of Wetlands 3 was owned by Harmony Central LLC, a portion of Wetlands 4 owned by Harmony Florida Land, and Wetlands 4B and 10 owned by the HCDD. Ms. Cerbone asked if anything should be taken back to the CDD meetings by Committee Members or District Staff regarding work being done. The consensus was that the Committee was waiting on a response from the Federal Government.

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

Ms. Suit would email the parcel number so it could be addressed separately.

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

C. Updates to Buck Lake Management Plan

This item was deferred.

D. Expenses Incurred in Fiscal Year 2021

This item was presented in conjunction with Item 4B.

SIXTH ORDER OF BUSINESS

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

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

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

C. Other

Ms. Cerbone stated, according to the Agreement, some minimal items needed to be included in the Policies noted in Section 9, on Page 4. She asked if the Policies included are sufficient for now, or if the Committee wants to expand or update these in the near term.
Mr. Earlywine stated that the policies in Section 9 is pretty thin, prohibiting gas-powered boats and providing for equal treatment and that he viewed the HCDD website, which included rules for boating beyond the scope of the discussion. It was unclear from the Agreement what was originally contemplated to be part of these Policies; this seems to be only the minimum. He observed that HCDD has many different policies governing lake usage. It seemed some mix should be in place regarding fishing or water quality issues. He asked if the Bio-Tech consultants have a sense of what policies should be in place, from an environmental perspective. Mr. Baker stated the original Harmony DRI laid out all the policies for the lake, mainly the prohibition on gas-powered engines. Mr. Earlywine asked if it was as easy as using language from the DRA or referencing the DRI. Mr. Baker stated those are documents by which the CDDs are bound.

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

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

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

Mr. Tyree noted that the policy might need to allow for gas-powered boats for maintenance and rescue operations to permit airboats for maintenance. Mr. Baker stated he believed that it is in the DRI, since airboats were used for maintenance.
Ms. Cerbone stated, according to the Agreement, the Buck Lake Policies should be adopted no later than June 1 and suggested the Committee declare the Policies in the Agreement acceptable and that, as of today, all parties agree that, while the Policies in the Agreement will be modified in the future, but they will not be available for Board review before June 1. The Committee members agreed.

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

A. Buck Lake Policies

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

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

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

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

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

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

B. Buck Lake Management Plan

• Lake Management Costs for Fiscal Year 2022

Ms. Cerbone stated she wanted to Ms. Kramer’s earlier statement that HCDD has been expending funds in prior years for treatment of the lake.
Ms. Kramer stated HCDD had, in one way or another, for almost the last 20 years.

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

Ms. Kramer stated that was correct but there have been developmental impacts. Ms. Cerbone asked if Ms. Kramer wanted to comment further on previous expenditures of funds or make any request regarding the current fiscal year.

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

Mr. Tyree asked what amount she was talking about.

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

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

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

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

Ms. Kramer stated that, prior to the last four to five months, the hyacinth problem had been treated in the canals.
Mr. Kramer stated that he had not seen any treatment in the canals and barriers were in place.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EIGHTH ORDER OF BUSINESS

Committee Comments/Requests

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

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

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

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

NINTH ORDER OF BUSINESS

Adjournment

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]
HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE

April 6, 2021

536
537
538
539
540
541 Secretary/Assistant Secretary Chair/Vice Chair
BUCK LAKE COMMITTEE

3
March 26, 2021

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

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

Dear Cindy:

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

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

Regards,

Jay Baker  
Director
PROPOSAL FOR ENVIRONMENTAL SERVICES
HARMONY WEST - BUCK LAKE
BTC PROPOSAL No. 21-714

1. AQUATIC MANAGEMENT CONSULTING (75-0)
   Aquatic management consultation services.
   Hourly Not to Exceed Total Price: $1,450.00

2. GENERAL PROJECT COORDINATION (65-0)
   Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.
   Hourly Not to Exceed Total Price: $2,900.00
Bio-Tech Consulting, Inc.
Time & Materials Schedule

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<tr>
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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/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 an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year’s pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney’s fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:

John Miklos, President
Bio-Tech Consulting, Inc.

March 26, 2021
Date

Authorized Signatory

Date
Billing Information:

Name: ________________________________
Title: ________________________________
Company: ____________________________
Address: ______________________________
                                                __________________________________
Phone: __________________________________
Cell: __________________________________
Fax: __________________________________
E-mail: __________________________________

☐ Please check here if you prefer to receive a paper invoice
Harmony West Phase 1
Osceola County, Florida
Figure 1
Location Map

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN,
Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, ©
OpenStreetMap contributors, and the GIS User Community
SECTION 1: RESPONSIBILITIES

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

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

SECTION 2: STANDARD OF CARE

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

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

SECTION 3: SITE ACCESS AND SITE CONDITIONS

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

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

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

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.
SECTION 5: BILLING AND PAYMENT

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

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

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

SECTION 6: OWNERSHIP OF DOCUMENTS

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

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

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

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

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

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

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

SECTION 8: RISK ALLOCATION

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

SECTION 9: INSURANCE

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

SECTION 10: DISPUTE RESOLUTION

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

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant’s principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney’s fees, and other claim related expenses.
SECTION 11: TERMINATION

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

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

SECTION 12: ASSIGNS

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

SECTION 13: GOVERNING LAW AND SURVIVAL

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

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

4A
June 29, 2021

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

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

Dear Cindy:

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

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

Regards,

Jay E. Baker  
Director

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

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

**Water-Hyacinth (*Eichhornia crassipes*)**

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

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

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

Cuban Bulrush (*Cyperus blepharoleptos*)

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

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

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

Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These management practices will be employed within the entire lake as needed. Monthly maintenance inspections will occur within Buck Lake to determine what, if any, management activities are required. Details of the management activities will be noted in a monthly treatment report.
All portions of Buck Lake will be managed for the benefit of wildlife and vegetative composition. Obviously, the most important component of the management is treatment of nuisance and noxious vegetation, in perpetuity. Maintenance will include removal of any exotic or nuisance plant species (including, but not limited to water hyacinth, torpedo grass, old world climbing fern, Cuban bulrush, etc...).

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

Figure 1
Location Map
Harmony West-Buck Lake
Osceola County, Florida
Figure 2
Buck Lake and Canals
BUCK LAKE COMMITTEE

4B
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT’S
POLICIES FOR USE OF BUCK LAKE AND OTHER STORMWATER MANAGEMENT FACILITIES

Buck Lake Policies

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

1. Swimming, bathing, wading and diving are prohibited in Buck Lake.

2. Boating and fishing are permissible on Buck Lake.

3. Permissible boat types that may be used on Buck Lake include oar or paddle driven boats, such as canoes, kayaks, row boats, and sculls; single hulled sail boats; and battery powered electric boats. With the exception of rescue operations or aquatic maintenance, use of gasoline or diesel-powered boats on Buck Lake is strictly prohibited. Boats may not exceed 18 feet in length. Boats used on Buck Lake must be operable and kept in good repair.

4. All federal, state, and local boating laws as well as all District policies, regulations, and guidelines must be adhered to while using boats on Buck Lake.

5. All boats on Buck Lake must be equipped with life jackets and operated in a safe and courteous manner.

6. Any person operating or using a boat on Buck Lake must use his or her best efforts to protect the premises, equipment, and improvements owned by the District.

7. No anchors of any type are allowed on Buck Lake.

8. Fishing on a catch and release basis is recommended in Buck Lake; however, any person that elects to keep a fish should refrain from cleaning fish lakeside or from a boat. Only fish that are twelve (12) inches in length may be taken from Buck Lake.

9. Fishing lines must not be left unattended.

10. The following items are prohibited on or near Buck Lake: large nets, traps, spears, firearms, air rifles, and bows and arrows.
11. Any hazardous condition concerning Buck Lake must be immediately reported to the District Manager and the proper authorities.

12. No foreign materials may be disposed of in Buck Lake including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers or any other material that may be detrimental to the lake environment.

13. Feeding of any birds, fish, or other wildlife is prohibited.

14. Due to safety considerations, pets and other companion animals are not allowed in Buck Lake or the immediate shoreline area or on any watercraft. Disabled individuals, however, may be accompanied by one service dog for assistance, provided that: (a) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; (b) The dog is kept under control on a leash at all times; and (c) The dog is kept out of the water and away from the immediate shoreline areas.

15. Property owners and residents of the District are responsible for their tenants’, guests’, and invitees’ adherence to these policies.

16. Children who are eleven (11) years of age or younger must be supervised by an adult while in the immediate Buck Lake shoreline area.

17. Tuesday is a day of rest for Buck Lake. No activity is permitted on Buck Lake. Fishing from the shore is permissible on Tuesdays.

**Ponds and Other Stormwater Management Facilities Policies**

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

1. Swimming, bathing, wading and diving are prohibited in all Ponds.

2. No watercraft of any kind is allowed in any of the Ponds. Exception of aquatic maintenance

3. Fishing is only permitted at the Ponds during the hours from sunrise to sunset and in areas that do not back up to homes. Homeowners are permitted to fish from their own
backyards down to the water line and are not permitted to fish from the backyard of others or otherwise in the CDD easement area abutting others private property without specific permission by that homeowner. Backyard private property lines extend to the water’s edge.

4. Any permitted fishing is on a catch and release basis only.

5. Users of the Ponds shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the Ponds.

6. Pets are not allowed in the Ponds.

7. Wildlife (including but not limited to birds and reptiles) may neither be removed from nor released into the Ponds.

8. No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the Ponds and their maintenance easements unless properly permitted and approved by the District and other applicable governmental agencies.

9. No foreign materials may be disposed of in the Ponds including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that may be detrimental to the pond environment.

10. Any hazardous condition concerning the Ponds must be immediately reported to the District Manager and the proper authorities.

11. Property owners and residents of the District are responsible for their tenants’, guests’, and invitees’ adherence to these policies.

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

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

These Policies may be amended and/or updated as the District deems necessary.
(Adopted ____ 2021)
BUCK LAKE COMMITTEE

5
MAINTENANCE OF BUCK LAKE
Costs incurred by Harmony CDD from January 2020 to June 2021

Harmony CDD has expended $9450 to maintain Buck Lake from January 2020 to June 2021 (18 months). This equates to:
1. $6300 per year, or
2. $525 per month.

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

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

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

Previous Report: This information should be read with the report previously provided via email to Cindy Cerbone, District Manager, Harmony West. (See Attachment C)
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**TOTAL**  | **108** | **66**

**ATTACHMENT A**
Invoice Summary

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<th>Invoice No</th>
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<td>Harmony (Harmony CDD)</td>
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Nutrien Ag Solutions, Inc.
WAVERLY FL (1062)
PO BOX 416
WAVERLY, FL 33877
863-439-1569

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

Ship Via: Customer Vehicle  County: POLK

<table>
<thead>
<tr>
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<th>Product Description</th>
<th>Quantity</th>
<th>Gross Unit Price</th>
<th>Sales Tax</th>
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Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

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

Additional Information

Payment Terms: 20TH DAY OF NEXT MONTH

**APPROVED**

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

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

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

1 of 1

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

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

Ship Via: Customer Vehicle
County: POLK

<table>
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Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9308.

*** Invoice Notes ***

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

Approved & v/d Snel 04/29/2020

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

Additional Information:

Payment Terms: 20TH DAY OF NEXT MONTH

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Nutrien Ag Solutions, Inc.
PO BOX 10
WALL LAKE, IA 51466
Nutrien Ag Solutions, Inc.
WAVERLY FL (1002)
PO BOX 416
WAVERLY, FL 33877
863-439-1569

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

**INVOICE**

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

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</table>

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*** Invoice Notes ***

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

Approved a v/d Snel 02/10/2020

Mitigation Project, per Gerhard

Received
CORAL SPRINGS, FL
FEB 10 2020
INFRAMARK

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

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</table>

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

1 of 1
Harmony CDD—Cost of Buck Lake Maintenance

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


Morning, Cindy,

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

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

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

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

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

Sincerely,
Teresa Kramer, Chair
Harmony CDD
850-445-8733
BUCK LAKE COMMITTEE

6
Please see responses below from Bio-Tech in red pertaining to questions poses by both Committee Members:

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

Hi Jay,

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

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

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

Email from Harmony Committee Member:

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

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

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

Your proposal for annual maintenance states that:

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

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

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

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

Thanks,

Daniel Rom  
District Manager  
E-Mail: romd@whhassociates.com  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
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)  
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

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