

HARMONY WEST

COMMUNITY DEVELOPMENT

DISTRICT

January 20, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

January 13, 2022

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

Board of Supervisors
Harmony West Community Development District

Dear Board Members:

The Board of Supervisors of the Harmony West Community Development District will hold a Regular Meeting on January 20, 2022 at 1:30 p.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignations
 - A. Alex Madison, Seat 3, Term Expires November 2024
 - B. Courtney Potter, Seat 4, Term Expires November 2022
4. Consider Appointments to Fill Unexpired Terms of Seat 3 and Seat 4
 - Administration of Oath of Office to Newly Appointed Supervisors, *(the following to be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
5. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date and Providing for an Effective Date

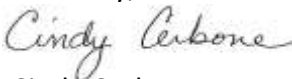
6. Buck Lake Related Items
 - A. Approval of October 21, 2021 Buck Lake Committee Meeting Minutes
 - B. Approval of Buck Lake Management Plan
 - C. Approval of Policies for Use of Buck Lake
7. Update: Bio-Tech Consulting Inc., 4th Annual Mitigation Monitoring Report (2021)
8. Ratification of Poulos & Bennett, LLC, Agreement for Engineering Services
9. Update: Stormwater Management Needs Analysis Reporting Requirements
 - Stormwater Cost Proposal [Poulos & Bennett, LLC]
10. Consideration of Resolution 2022-02, Making Certain Findings; Waiving a Portion of Rule 1.3(1), Rules of Procedure; Providing For Reasonable Notice of Board Meetings; Providing a Severability Clause; and Providing an Effective Date
11. Consideration of Resolution 2022-03, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
12. Consideration of Resolution 2022-04, Amending the General Fund Portion of the Budget for Fiscal Year 2021; and Providing for an Effective Date
13. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021, Prepared by Berger, Toombs, Elam, Gaines & Frank
14. Consideration of Resolution 2022-05, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2021
15. Acceptance of Unaudited Financial Statements as of November 30, 2021
16. Approval of October 21, 2021 Regular Meeting Minutes
17. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. Field Operations Manager: *Association Solutions of Central Florida Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 17, 2022 at 1:30 P.M.

○ QUORUM CHECK

ROBYN BRONSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
JOHN C. TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
ROGER VAN AUKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

- 18. Board Members' Comments/Requests
- 19. Public Comment
- 20. Adjournment

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

Sincerely,

 Cindy Cerbone
 District Manager

FOR BOARD MEMBERS & STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT CODE: 801 901 3513

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

3A

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Harmony West Community Development District
Attn: Cindy Cerbone District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Alex Madison
Printed Name

Date: 11/11/2021
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Harmony West Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



Signature

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

3B

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Harmony West Community Development District
Attn: Cindy Cerbone District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Courtney Potter
Printed Name

Date: November 12, 2021
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Harmony West Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Courtney Potter
Signature

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2022-01

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

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

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

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

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

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

Daniel Rom is appointed Assistant Secretary.

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

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

PASSED AND ADOPTED this 20th day of January, 2022.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

6A

DRAFT

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

The Members of Buck Lake Committee held a Meeting on October 21, 2021 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Chris Tyree (via telephone)	Harmony West CDD Representative
Cindy Cerbone	Harmony West CDD District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC (WHA)
Jamie Sanchez (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine	Harmony West CDD District Counsel
Teresa Kramer (via telephone)	Harmony CDD Representative
Angel Montagna (via telephone)	Harmony CDD District Manager
Tim Qualls	Harmony CDD District Counsel
Jay Baker (via telephone)	Bio-Tech Consulting
Brett Perez (via telephone)	Inframark Infrastructure Management Services

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:35 a.m. Harmony CDD (HCDD) Board Member representative Teresa Kramer and Harmony West CDD (HWCCD) Board Member representative Chris Tyree for were both attending via telephone.

SECOND ORDER OF BUSINESS

**Review of Minutes from July 15, 2021
Committee Meeting**

The Committee Members reviewed the Committee Meeting Minutes and did not have any changes. The minutes would be presented at the HWCCD and HCDD meetings for approval.

THIRD ORDER OF BUSINESS

Continued Review/Discussion: Bio-Tech Consulting, Inc., Agreement and Change Orders for Environmental Services Related to Preparation of Buck Lake Management Plan and Buck Lake Policies

40 **A. Agreement for Environmental Management Services [Aquatic Management**
41 **Consulting/General Project Coordination**

42 Both Boards approved the Agreement in which admin and maintenance were separated.
43 The executed Agreement by Mr. Tyree, on behalf of HWCDD was included for informational
44 purposes. No further action or discussion was necessary.

45 **B. BTC Proposal/Change Order No. 21-2277 [Aquatic Management Consulting/General**
46 **Project Coordination**

47 Mr. Rom stated that the not-to-exceed funding amounts of \$1,450 and \$2,900 were
48 exceeded and presented Proposal No. 21-2277. Ms. Kramer voiced her opinion that the original
49 amount was sufficient enough to cover the costs to make several iterations to a “basic”
50 Management Plan; therefore, she could not support this increase or present it to the HCDD
51 Board. Mr. Tyree stated he was not concerned about the increase. It was noted that the costs
52 would be split 50/50 between both CDDs.

53 Ms. Cerbone recalled that a Management Plan was not in place until the Committee was
54 formed and stated that launching costs are typically much higher because it involves developing
55 a plan but providing ongoing updates should not cost as much. She stated that HWCDD
56 discussed it and did not agree to adding a water quality section to the Plan.

57 Mr. Baker withdrew Proposal No. 21-2277.

58

59 **FOURTH ORDER OF BUSINESS**

**Continued Review/Discussion: Buck Lake
Management Plan, Buck Lake Policies and
Public Use Policies**

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63 **A. Updated Buck Lake Management Plan**

64 Mr. Rom confirmed that the Management Plan in the agenda package reflected the
65 revisions discussed at the July meeting; whereby the water quality testing section was removed
66 and included requests to include all Buck Lake portions, maps and addressing shoreline issues
67 and torpedo grass. Ms. Kramer did not object to the Buck Lake Management Plan, as presented,
68 and stated HCDD would have water quality testing done through the Lake Watch Program. Mr.
69 Tyree accepted the Buck Lake Management Plan.

70 **B. Policies for Use of Buck Lake**

71 Mr. Rom stated that the Policies for Use of Buck Lake included the edits that were
72 requested by both CDD Board Member representatives at the last meeting. He noted that the
73 edits were incorporated in the draft that was distributed about a month ago.

74 **C. Enforcement Options via Rule Establishment**

75 Mr. Earlywine reported the following:

- 76 ➤ The HCDD Rules are separate and apart from the HCDD Rules.
- 77 ➤ Forestar Representatives conveyed that they may have their own recreational facilities
78 at the north end of the lake, in the future.
- 79 ➤ As it may make sense for the HCDD Board to adopt its own Rules, in the future, a
80 sample was included in the agenda package.
- 81 ➤ No action was needed at this time.

82 Ms. Kramer stated she would present this to the HCDD Board, as it may be best to give a
83 formal document to the Sheriff's Department because the HCDD was having a problem with
84 them not issuing trespassing notices to violators.

85

86 **FIFTH ORDER OF BUSINESS**

**Continued Review/Discussion: Bio-Tech
Consulting, Inc., Proposal No 21-1034 for
Environmental Services [Annual Inspection
and Recommended Maintenance]**

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91 Mr. Rom presented the proposal and noted that the water quality scope of work and
92 costs were removed from the proposal. Ms. Kramer asked for certain language in the proposal
93 to be modified and asked for clarification of how the lake and shoreline areas are treated. Mr.
94 Baker stated he would submit a revised proposal. He discussed the treatment process. As Ms.
95 Kramer wanted specific verbiage added to the Proposal, she would email the verbiage to Mr.
96 Baker, Ms. Cerbone and Ms. Montagna.

97

98 **SIXTH ORDER OF BUSINESS**

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

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100

101 Mr. Tyree agreed with Ms. Cerbone’s statement that the HWCDD would bear 100% of
102 the expense on the HWCDD side and would not bill HCDD for 50% of the maintenance for Fiscal
103 Year 2022 only, which only applies to Lake Maintenance costs, not Consulting Fees.

104 Ms. Cerbone stated that, once the HWCDD approves this at its meeting later today, she
105 would email Ms. Kramer and copy Ms. Montagna, Mr. Perez, Mr. Qualls and Mr. Earlywine.

106

107 **SEVENTH ORDER OF BUSINESS**

Committee Comments/Requests

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109 Mr. Tyree expected to have all items approved at the HWCDD meeting later today.

110

111 **EIGHTH ORDER OF BUSINESS**

Next Meeting Date: _____

112

113 The next Committee meeting would be scheduled for March or April 2022, on the third
114 Thursday of the month, to discuss the Proposed Fiscal Year 2023 budget.

115

116 **NINTH ORDER OF BUSINESS**

Adjournment

117

118 There being nothing further to discuss, the meeting adjourned at 11:02 a.m.

119

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

123
124
125
126
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Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

6B



August 24, 2021

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

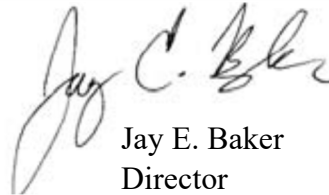
Proj: Harmony West - Buck Lake Management
Re: Buck Lake Management Plan

Dear Cindy:

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

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

Regards,



Jay E. Baker
Director

Attachments

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

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

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

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

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

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

407.894.5969
877.894.5969
407.894.5970 fax

Buck Lake Management Plan
Harmony, Florida
Osceola County

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

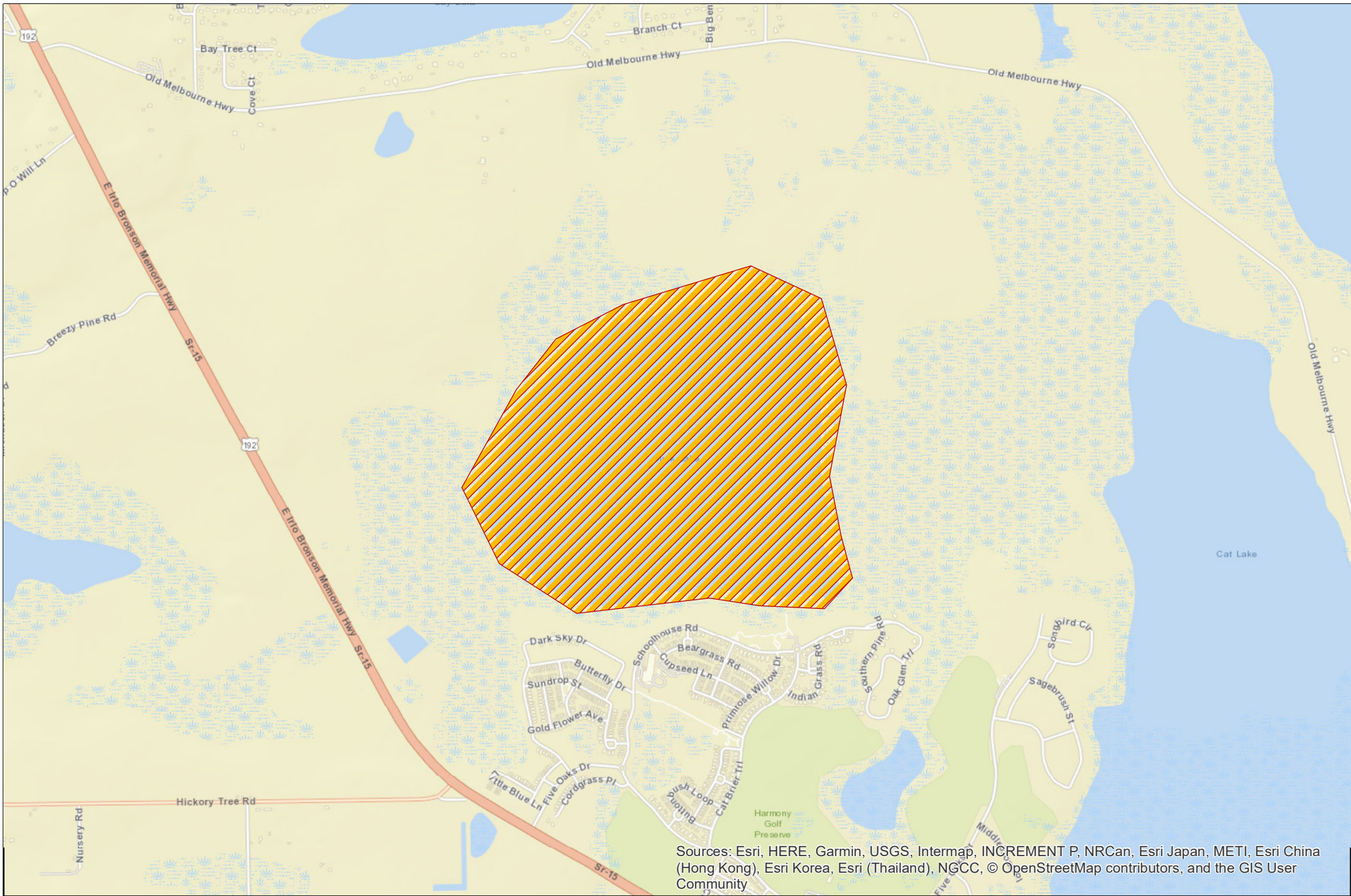
*2021 University of Florida / IFAS / Center for Aquatic & Invasive Plants

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.

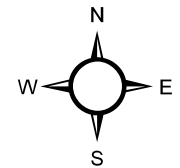
Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These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

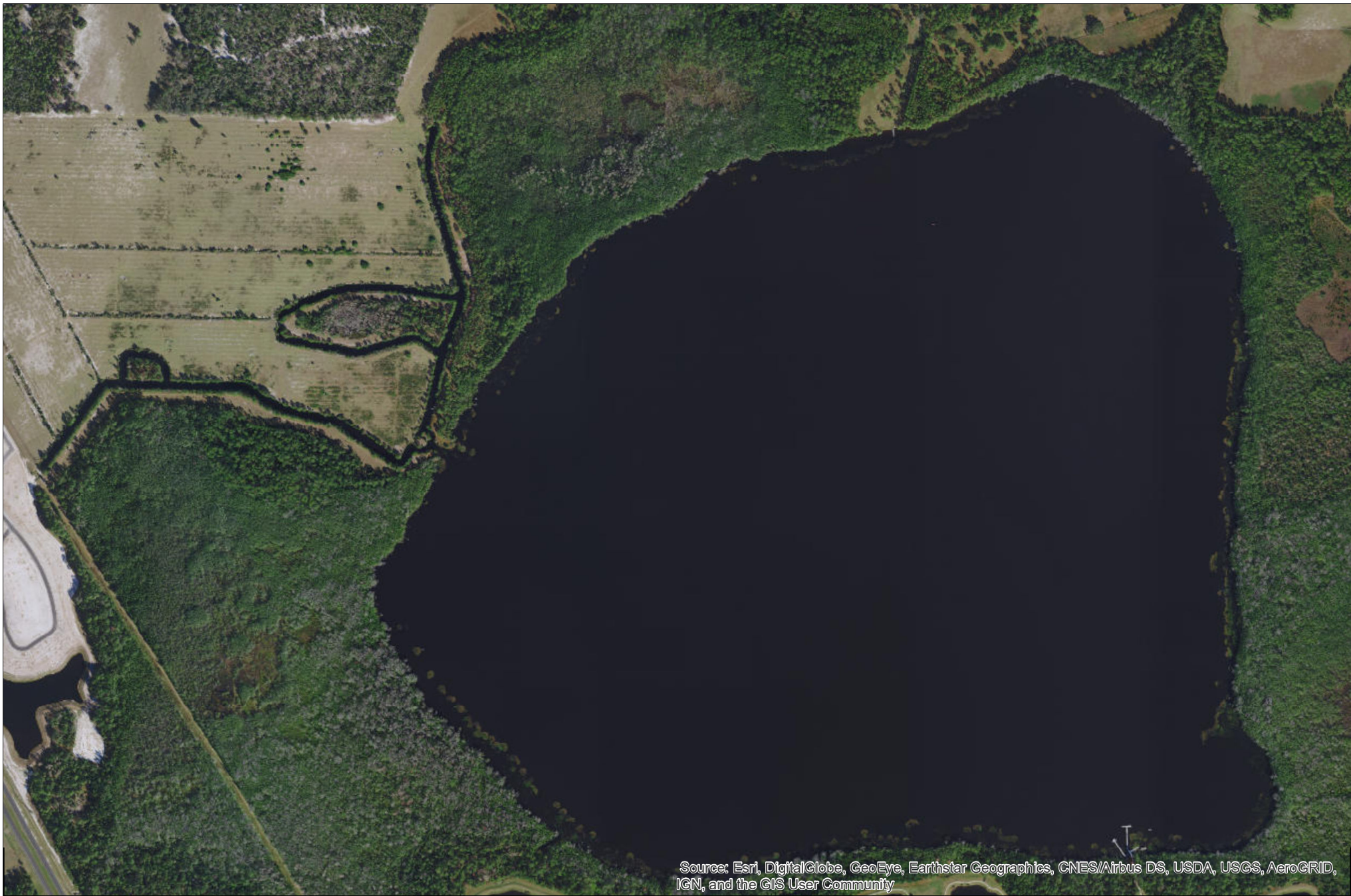


Harmony West-Buck Lake
 Osceola County, Florida
 Figure 1
 Location Map



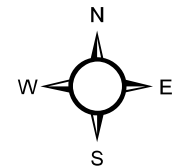
0 600 1,200 2,400
 Feet

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

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

6C

**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 ____ 2022)

DRAFT

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

7



December 9, 2021

Olivia Karbiener
South Florida Water Management District
1707 Orlando Central Parkway, Suite 200
Orlando, FL 32809

Proj: Harmony West Phase 1 - Osceola County, Florida
SFWMD Permit No. 49-02568-P
(BTC File # 1160-21)
Re: 4th Annual Mitigation Monitoring Report (2021)

Dear Ms. Karbiener,

Bio-Tech Consulting, Inc. (BTC) is corresponding in order to provide the South Florida Water Management District (SFWMD) with the 4th Annual Monitoring Report for the wetland preservation areas associated with the Harmony West Phase 1 project site. This site is located on the east side of East Irlo Bronson Memorial Highway (U.S. Highway 192), approximately 1 mile east of the intersection of Old Melbourne Highway and U.S. 192, within Sections 14, 24 & 25, Township 26 South, Range 31 East, Orange County, Florida (Figures 1 & 2). The monitoring was implemented as described in the South Florida Water Management District (SFWMD) Permit No. 49-02568-P. This report describes the results of the 4th annual monitoring events. This monitoring report will include the following information:

- Monitoring and maintenance methodology;
- monitoring results for the preservation areas;
- maintenance activities;
- incidental wildlife observations; and,
- photographs from fixed photo stations.

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

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

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

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

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

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

407.894.5969
877.894.5969
407.894.5970 fax

MONITORING METHODOLOGY

As mitigation to offset 0.84 acres of wetland impacts, the applicant proposes to preserve 59.39 acres of forested wetlands. As part of the preservation, a mitigation monitoring and maintenance plan is proposed to protect against secondary impacts. The monitoring methodology for this project is to verify if the on-site preservation areas maintain their current ecological value throughout construction activities and in the post-construction state. This report will provide a description of the vegetative monitoring, maintenance activities and success of the preserved wetlands (Wetlands 3, 5, 6, and 7) associated with the site. The preservation areas will be quantitatively monitored for a period of five (5) years. To demonstrate that the mitigation is successful, the following criteria must be maintained.

- 1) 0% coverage of Category 1 exotic vegetation, as defined by the Florida Exotic Pest Plant Council (FLEPPC) immediately following a maintenance activity.
- 2) Coverage of exotic species shall not exceed 5% and coverage of nuisance plant species shall not exceed 10% of total cover between maintenance activities.

In order to monitor this system, permanent monitoring transects will be established throughout the upland and wetland preservation areas and utilized for the collection of sampling data. Each transect will be 100 feet in length and have two (2) monitoring stations. Monitoring stations will include a quantitative assessment of vegetation within a 50-foot radius of each monitoring station. At the ends of each transect, photo-stations will be established to provide photographic documentation of the preservation areas. A GPS point will be recorded at each photo-station and shown on an exhibit (Figure 3). Data collected from these monitoring stations will include a vegetative species listing with wetland status, estimated percent coverage of species, wildlife utilization, and a description of any problems encountered during the evaluation and proposed solutions.

The monitoring events will occur on a bi-annual basis. An annual report will be submitted to the SFWMD within 60 days of the end of year monitoring event. The annual report will detail the status of the preservation areas, the qualitative and quantitative observations, the maintenance/management, if any, that has occurred, any incidental wildlife sightings and photographs of the preservation areas. The data collected will include the following:

- 1) The date, exact place and time of sampling measurements.
- 2) The person responsible for performing the sampling, measurements and analysis.
- 3) The analytical techniques or methods utilized.
- 4) The result of such analyses including:
 - a) photographs of the mitigation site.
 - b) vegetative species listing.
 - c) percent coverage within each stratum.
 - d) a description of any problem encountered during evaluation and proposed solution.

MAINTENANCE

During the five (5) year monitoring period, maintenance events to control nuisance and exotic vegetation will occur on a quarterly basis. Following the five (5) year monitoring program, per SFWMD conservation easement conditions, maintenance for the aforementioned preserved wetlands and upland buffers will be conducted on an as needed basis in perpetuity. Maintenance shall be conducted to ensure that the conservation areas are free from invasive exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity and shall constitute no more than 5% of vegetative cover between maintenance activities. Nuisance plant species shall constitute no more than 10% of total cover.

RESULTS

4th Annual Monitoring Results

Jim Torregrosa and Jared Brown of BTC completed the 4th annual spring & fall monitoring events for the preservation areas associated with the Harmony West Phase 1 project site on July 1, 2021 and November 4, 2021 respectively. Last maintenance event on record was performed on October 26, 2021. Species existing and areal percent coverage per stratum within each monitoring station are displayed in Table 1, followed by narrative descriptions of each Transect. Photographs of the mitigation areas are attached (Appendix A).

TABLE 1: Species and Percent Coverage per Monitoring Station

NOVEMBER 2021 Data

Transect 1

1A	1B
Canopy	
loblolly bay (<i>Gordonia lasianthus</i>)	bald cypress (<i>Taxodium distichum</i>)
slash pine (<i>Pinus elliottii</i>)	live oak (<i>Quercus virginiana</i>)
55%	50%
Sub Canopy	
slash pine (<i>Pinus elliottii</i>)	fetterbush (<i>Lyonia lucida</i>)
loblolly bay (<i>Gordonia lasianthus</i>)	loblolly bay (<i>Gordonia lasianthus</i>)
American beautyberry (<i>Callicarpa americana</i>)	bald cypress (<i>Taxodium distichum</i>)
gallberry (<i>Ilex glabra</i>)	wax myrtle (<i>Morella cerifera</i>)
saw palmetto (<i>Serenoa repens</i>)	American beautyberry (<i>Callicarpa americana</i>)
-	dahoon holly (<i>Ilex cassine</i>)
42%	45%
Groundcover	
cinnamon fern (<i>Osmunda cinnamomea</i>)	cinnamon fern (<i>Osmunda cinnamomea</i>)
flat sedge (<i>Cyperus erythorhizos</i>)	lizard's tail (<i>Saururus cernuus</i>)
annual sedge (<i>Cyperus compressus</i>)	fetterbush (<i>Lyonia lucida</i>)
red root (<i>Lachnanthes caroliana</i>)	red root (<i>Lachnanthes caroliana</i>)
bushy bluestem (<i>Andropogon glomeratus</i>)	bushy bluestem (<i>Andropogon glomeratus</i>)
narrowleaf silkgrass (<i>Pityopsis graminifolia</i>)	climbing fern (<i>Lygodium</i> spp.) <1%
muscadine (<i>Vitis rotundifolia</i>)	muscadine (<i>Vitis rotundifolia</i>)
greenbrier (<i>Smilax</i> spp.)	Cesar weed (<i>Urena lobata</i>) <1%
blackberry (<i>Rubus</i> spp.)	-
85%	65%

Transect 2

2A	2B
Canopy	
slash pine (<i>Pinus elliottii</i>)	slash pine (<i>Pinus elliottii</i>)
loblolly bay (<i>Gordonia lasianthus</i>)	sweetbay (<i>Magnolia virginiana</i>)
75%	50%
Sub Canopy	
wax myrtle (<i>Morella cerifera</i>)	dahoon holly (<i>Ilex cassine</i>)
pokeweed (<i>Phytolacca americana</i>)	gallberry (<i>Ilex glabra</i>)
loblolly bay (<i>Gordonia lasianthus</i>)	pokeweed (<i>Phytolacca americana</i>)
40%	40%
Groundcover	
saw palmetto (<i>Serenoa repens</i>)	cinnamon fern (<i>Osmunda cinnamomea</i>)
cinnamon fern (<i>Osmunda cinnamomea</i>)	saw palmetto (<i>Serenoa repens</i>)
muscadine (<i>Vitis rotundifolia</i>)	bracken fern (<i>Pteridium aquilinum</i>)
bracken fern (<i>Pteridium aquilinum</i>)	toothed rein orchid (<i>Habenaria floribunda</i>)
balsam apple (<i>Momordica charantia</i>)	fetterbush (<i>Lyonia lucida</i>)
bushy bluestem (<i>Andropogon glomeratus</i>)	
60%	70%

Transect 3

3A	3B
Canopy	
loblolly bay (<i>Gordonia lasianthus</i>)	loblolly bay (<i>Gordonia lasianthus</i>)
slash pine (<i>Pinus elliottii</i>)	slash pine (<i>Pinus elliottii</i>)
sweetbay (<i>Magnolia virginiana</i>)	sweetbay (<i>Magnolia virginiana</i>)
-	mimosa tree (<i>Albizia julibrissin</i>)
45%	70%
Sub Canopy	
loblolly bay (<i>Gordonia lasianthus</i>)	loblolly bay (<i>Gordonia lasianthus</i>)
dahoon holly (<i>Ilex cassine</i>)	dahoon holly (<i>Ilex cassine</i>)
45%	65%
Ground Cover	
saw palmetto (<i>Serenoa repens</i>)	swamp fern (<i>Blechnum serrulatum</i>)
cinnamon fern (<i>Osmunda cinnamomea</i>)	cinnamon fern (<i>Osmunda cinnamomea</i>)
blackberry (<i>Rubus</i> spp.)	saw palmetto (<i>Serenoa repens</i>)
fetterbush (<i>Lyonia lucida</i>)	royal fern (<i>Osmunda regalis</i>)
muscadine (<i>Vitis rotundifolia</i>)	muscadine (<i>Vitis rotundifolia</i>)
Cesar weed (<i>Urena lobata</i>)	prickly pear (<i>Opuntia</i> spp)
80%	85%

Transect 4

4A	4B
Canopy	
slash pine (<i>Pinus elliottii</i>)	loblolly bay (<i>Gordonia lasianthus</i>)
loblolly bay (<i>Gordonia lasianthus</i>)	slash pine (<i>Pinus elliottii</i>)
60%	70%
Sub Canopy	
loblolly bay (<i>Gordonia lasianthus</i>)	loblolly bay (<i>Gordonia lasianthus</i>)
-	American elm (<i>Ulmus americana</i>)
dahoon holly (<i>Ilex cassine</i>)	dahoon holly (<i>Ilex cassine</i>)
50%	40%
Groundcover	
cinnamon fern (<i>Osmunda cinnamomea</i>)	cinnamon fern (<i>Osmunda cinnamomea</i>)
saw palmetto (<i>Serenoa repens</i>)	saw palmetto (<i>Serenoa repens</i>)
bracken fern (<i>Pteridium aquilinum</i>)	bracken fern (<i>Pteridium aquilinum</i>)
muscadine (<i>Vitis rotundifolia</i>)	muscadine (<i>Vitis rotundifolia</i>)
40%	60%

Transect 5

5A	5B
Canopy	
slash pine (<i>Pinus elliottii</i>)	loblolly bay (<i>Gordonia lasianthus</i>)
loblolly bay (<i>Gordonia lasianthus</i>)	slash pine (<i>Pinus elliottii</i>)
40%	60%
Sub Canopy	
loblolly bay (<i>Gordonia lasianthus</i>)	wax myrtle (<i>Morella cerifera</i>)
dahoon holly (<i>Ilex cassine</i>)	American elm (<i>Ulmus americana</i>)
American beautyberry (<i>Callicarpa americana</i>)	fetterbush (<i>Lyonia lucida</i>)
50%	40%
Groundcover	
resurrection fern (<i>Pleopeltis polypodioides</i>)	fetterbush (<i>Lyonia lucida</i>)
saw palmetto (<i>Serenoa repens</i>)	saw palmetto (<i>Serenoa repens</i>)
flat sedge (<i>Cyperus</i> spp.)	bracken fern (<i>Pteridium aquilinum</i>)
caesarweed (<i>Urena lobata</i>)	Monk orchid (<i>Oeceoclades maculate</i>)
muscadine (<i>Vitis rotundifolia</i>)	muscadine (<i>Vitis rotundifolia</i>)
-	
25%	60%

Transect 6

6A	6B
Canopy	
slash pine (<i>Pinus elliottii</i>)	slash pine (<i>Pinus elliottii</i>)
loblolly bay (<i>Gordonia lasianthus</i>)	loblolly bay (<i>Gordonia lasianthus</i>)
60%	40%
Sub Canopy	
loblolly bay (<i>Gordonia lasianthus</i>)	loblolly bay (<i>Gordonia lasianthus</i>)
American beautyberry (<i>Callicarpa americana</i>)	wax myrtle (<i>Morella cerifera</i>)
dahoon holly (<i>Ilex cassine</i>)	dahoon holly (<i>Ilex cassine</i>)
American elm (<i>Ulmus americana</i>)	
70%	80%
Ground Cover	
swamp fern (<i>Blechnum serrulatum</i>)	swamp fern (<i>Blechnum serrulatum</i>)
American beautyberry (<i>Callicarpa americana</i>)	cinnamon fern (<i>Osmunda cinnamomea</i>)
muscadine (<i>Vitis rotundifolia</i>)	muscadine (<i>Vitis rotundifolia</i>)
lizard's tail (<i>Saururus cernuus</i>)	fetterbush (<i>Lyonia lucida</i>)
flat sedge (<i>Cyperus</i> spp.)	-
caesarweed (<i>Urena lobata</i>)	-
unkown grass (<i>Paspalum</i> spp.)	old-world climbing fern (<i>Lygodium microphyllum</i>)
90%	85%

Transect 7

7A	7B
Canopy	
sweetbay (<i>Magnolia virginiana</i>)	sweetbay (<i>Magnolia virginiana</i>)
-	bald cypress (<i>Taxodium distichum</i>)
70%	80%
Sub Canopy	
sweetbay (<i>Magnolia virginiana</i>)	sweetbay (<i>Magnolia virginiana</i>)
wax myrtle (<i>Morella cerifera</i>)	wax myrtle (<i>Morella cerifera</i>)
dahoon holly (<i>Ilex cassine</i>)	dahoon holly (<i>Ilex cassine</i>)
Brazilian peppertree (<i>Schinus terebinthifolia</i>)	-
50%	50%
Ground Cover	
saw palmetto (<i>Serenoa repens</i>)	swamp fern (<i>Blechnum serrulatum</i>)
cinnamon fern (<i>Osmunda cinnamomea</i>)	cinnamon fern (<i>Osmunda cinnamomea</i>)
soft rush (<i>Juncus effusus</i>)	-
unkown grass (<i>Paspalum</i> spp.)	-
flat sedge (<i>Cyperus</i> spp.)	-
bracken fern (<i>Pteridium aquilinum</i>)	bracken fern (<i>Pteridium aquilinum</i>)
airplant (<i>Tilandsia</i> spp.)	-
fetterbush (<i>Lyonia lucida</i>)	-
muscadine (<i>Vitis rotundifolia</i>)	muscadine (<i>Vitis rotundifolia</i>)
blackberry (<i>Rubus</i> spp.)	-
caesarweed (<i>Urena lobata</i>)	-
-	-
50%	70%

Narratives:

Wetland Preservation Area 5

Transect 1

Vegetative species identified within Transect 1 include loblolly bay (*Gordonia lasianthus*), live oak (*Quercus virginiana*), slash pine (*Pinus elliottii*), wax myrtle (*Morella cerifera*), dahoon holly (*Ilex cassine*), fetterbush (*Lyonia lucida*), gallberry (*Ilex glabra*), cinnamon fern (*Osmunda cinnamomea*), American beautyberry (*Callicarpa americana*), blackberry (*Rubus* spp.), red root (*Lachnanthes caroliana*), lizard’s tail (*Saururus cernuus*), muscadine grapevine (*Vitis rotundifolia*), greenbrier (*Smilax* spp.), and maidencane (*Panicum hemitomom*). The average percent cover for the canopy stratum is 53%. The average percent cover for the sub-canopy stratum is 43%. The average percentage for groundcover is 75%. Approximately 1% climbing fern (*Lygodium* spp) and Cesar weed (*Urena lobata*) was observed by endpoint 1-B. The camper top was removed, along with most other trash. Some surface water was observed in ground depression areas along the transect.

Transect 2

Vegetative species identified within Transect 2 include loblolly bay (*Gordonia lasianthus*), slash pine (*Pinus elliottii*), sweetbay (*Magnolia virginiana*), wax myrtle (*Morella cerifera*), dahoon holly (*Ilex cassine*), gallberry (*Ilex glabra*), swamp fern (*Blechnum serrulatum*), cinnamon fern (*Osmunda cinnamomea*), bracken fern (*Pteridium aquilinum*), pokeweed (*Phytolacca americana*), saw palmetto (*Serenoa repens*), fetterbush (*Lyonia lucida*), bushy bluestem (*Andropogon glomeratus*), toothed rein orchid (*Habenaria floribunda*), and muscadine grapevine (*Vitis rotundifolia*). The average percent cover for the canopy stratum is 63%. The average percent cover for the sub-canopy stratum is 40%. The average percent coverage for groundcover is 65%. Approximately 1% of balsam apple was found at endpoint 2A. The canal along the east side of the transect was densely covered with vegetation but had adequate water depth. No evidence of sediment was observed at the northern end of the transect at this time. Beneficial ferns and tree saplings are growing in this area.

Wetland Preservation Area 6

Transect 3

Vegetative species identified within Transect 3 include slash pine (*Pinus elliottii*), loblolly bay (*Gordonia lasianthus*), sweetbay (*Magnolia virginiana*), dahoon holly (*Ilex cassine*), fetterbush (*Lyonia lucida*), cinnamon fern (*Osmunda cinnamomea*), swamp fern (*Blechnum serrulatum*), saw palmetto (*Serenoa repens*), royal fern (*Osmunda regalis*), muscadine grapevine (*Vitis rotundifolia*), prickly pear (*Opuntia* spp), and blackberry (*Rubus* spp). The average percent cover for the canopy stratum is 58%, for the sub-canopy stratum is 55%, and groundcover is 83%. Approximately 1% of Cesar weed (*Urena lobata*) was found at endpoint 3A. There is a mimosa tree (*Albizia julibrissin*) within Monitoring Station 3B.

Transect 4

Vegetative species observed within Transect 4 include loblolly bay (*Gordonia lasianthus*), dahoon holly (*Ilex cassine*), slash pine (*Pinus elliottii*), American elm (*Ulmus americana*), muscadine grapevine (*Vitis rotundifolia*), cinnamon fern (*Osmunda cinnamomea*), bracken fern (*Pteridium aquilinum*), and saw palmetto (*Serenoa repens*). The average percent cover for the canopy stratum is 65%. The average percent coverage for the sub-canopy stratum is 45%. The average percent cover for the groundcover is 50%.

Wetland Preservation Area 7

Transect 5

Vegetative species observed within Transect 5 include slash pine (*Pinus elliottii*), loblolly bay (*Gordonia lasianthus*), wax myrtle (*Morella cerifera*), fetterbush (*Lyonia lucida*), American beautyberry (*Callicarpa americana*), muscadine grapevine (*Vitis rotundifolia*), cinnamon fern (*Osmunda cinnamomea*), saw palmetto (*Serenoa repens*), flat sedge (*Cyperus* spp.), and swamp fern (*Blechnum serrulatum*). The average percent cover for the canopy stratum is 50%. The average percent cover for the sub-canopy stratum is 45%. The average percent for the ground cover is 43%. Approximately 2% coverage of caesarweed (*Urena lobata*) was observed within endpoint 5A, and 1% coverage of Monk orchid (*Oeceoclades maculate*) was observed within endpoint 5B.

Transect 6

Vegetative species observed within Transect 6 include loblolly bay (*Gordonia lasianthus*), slash pine (*Pinus elliottii*), wax myrtle (*Morella cerifera*), fetterbush (*Lyonia lucida*), American elm (*Ulmus americana*), muscadine grapevine (*Vitis rotundifolia*), American beautyberry (*Callicarpa americana*) and saplings. The average percent cover for the canopy stratum is 50%. The average percent cover for the sub-canopy stratum is 75%. The average percent for the ground cover is 88%. Approximately 1% coverage of old-world climbing fern (*Lygodium microphyllum*) was observed within endpoint 6B, and 1% coverage of caesarweed (*Urena lobata*) was discovered within endpoint 6A.

Wetland Preservation Area 3

Transect 7

Vegetative species observed within Transect 7 include bald cypress (*Taxodium distichum*), sweetbay (*Magnolia virginiana*), wax myrtle (*Morella cerifera*), dahoon holly (*Ilex cassine*), fetterbush (*Lyonia lucida*), blackberry (*Rubus* spp.), muscadine grapevine (*Vitis rotundifolia*), cinnamon fern (*Osmunda cinnamomea*), swamp fern (*Blechnum serrulatum*), flat sedge (*Cyperus* spp.), airplant (*Tilandsia* spp.), and soft rush (*Juncus effusus*). The average percent cover for the canopy stratum is 75%. The average percent cover for the sub-canopy stratum is 50%. The average percent cover for the ground cover is 60%. Approximately 2% combined of Brazilian peppertree (*Schinus terebinthifolia*), caesarweed (*Urena lobata*) were observed within Monitoring Station 7A. Standing water was observed in the depressional areas along the transect.

WILDLIFE UTILIZATION

The site was evaluated to determine which wildlife species are currently utilizing the area. The following is a list of those species present during the evaluations. This includes any direct observations made and evidence of any particular species found (i.e. tracks, burrows, vocalizations, etc.).

Reptiles and Amphibians

black racer (*Coluber constrictor*)
brown anole (*Anolis sagrei*)
green anole (*Anolis carolinensis*)
pygmy rattlesnake (*Sistrurus miliarius*)
southern toad (*Anaxyrus terrestris*)

Birds

American crow (*Corvus brachyrhynchos*)
American white ibis (*Eudocimus albus*)
Barred owl (*Strix varia*)
Black-bellied whistling duck (*Dendrocygna autumnalis*)
Black Vulture (*Coragyps atratus*)
Blue Jay (*Cyanocitta cristata*)
Double-crested cormorant (*Phalacrocorax auritus*)
Great egret (*Ardea alba*)
Mourning Dove (*Zenaida macroura*)
Northern Cardinal (*Cardinalis cardinalis*)
Northern Mockingbird (*Mimus polyglottos*)
Red Shouldered Hawk (*Buteo lineatus*)

Mammals

marsh rabbit (*Sylvilagus palustris*)
nine-banded armadillo (*Dasypus novemcinctus*)
raccoon (*Procyon lotor*)
Virginia opossum (*Didelphis virginiana*)
white-tailed deer (*Odocoileus virginianus*)
wild pig (*Sus scrofa*)

SUMMARY

BTC completed the 4th annual monitoring event for the Harmony West Phase 1 project site on November 4, 2021. From observations made during this monitoring event, it appears that the wetland preservation areas are well established forested systems. The systems are comprised of the appropriate vegetative species and are showing signs of normal health and growth. Recruitment of desirable species is occurring. The effects from the most recent maintenance event are evident in some areas. Maintenance activities are scheduled to continue quarterly through the remainder of the monitoring period, then as needed in perpetuity. Overall coverage of exotic and nuisance plant species is approximately 3% combined. The next bi-annual monitoring events are scheduled to be conducted in January and July of 2022. The 5th Annual Monitoring Report is scheduled to be submitted 30 days following the last monitoring event.

If you have any questions, concerns, or require any additional information, please contact our office at (407) 894-5969. Thank you.

Sincerely,



Jim Torregrosa
Field Biologist



John Miklos
President

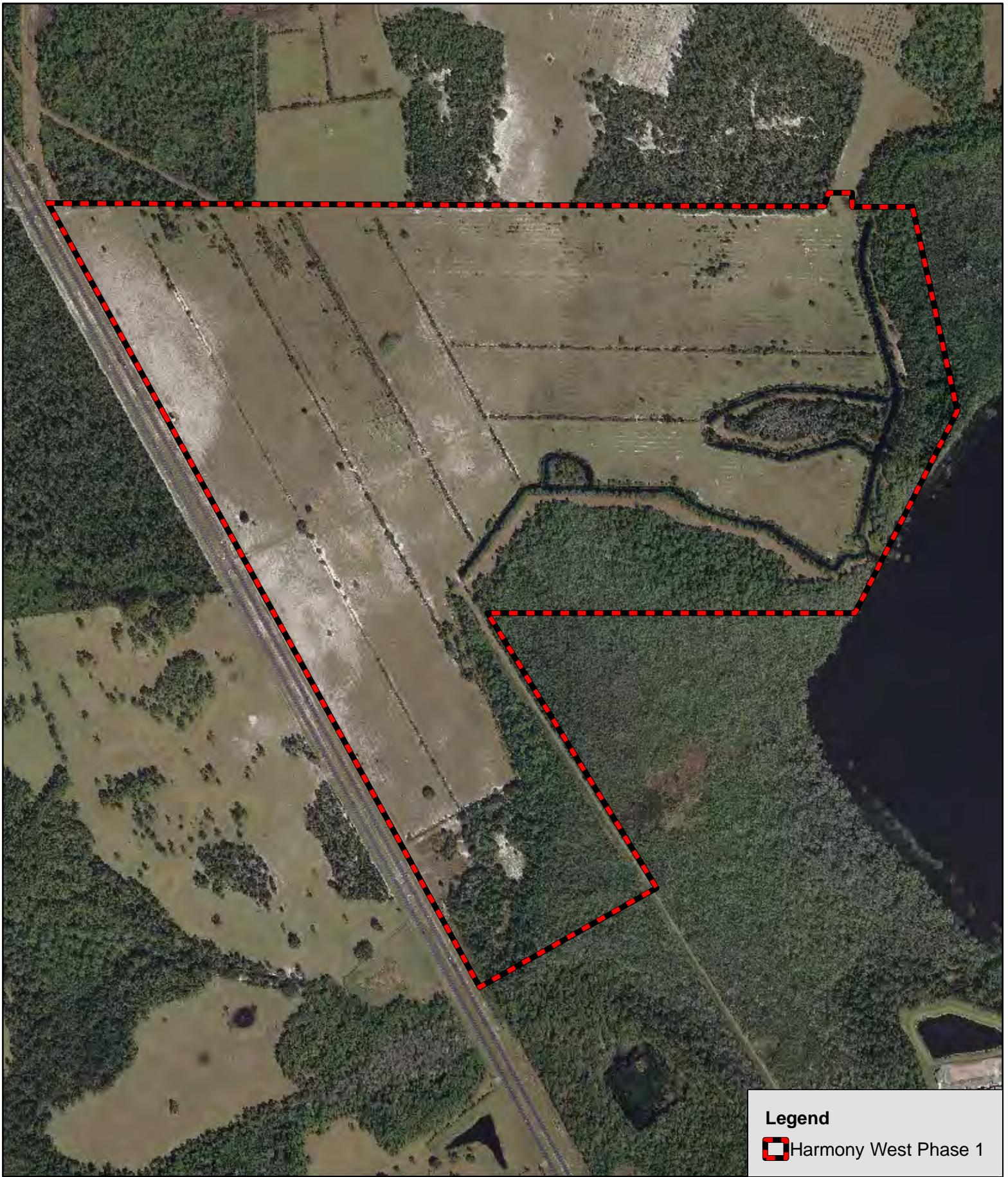
Attachments




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

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

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

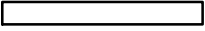


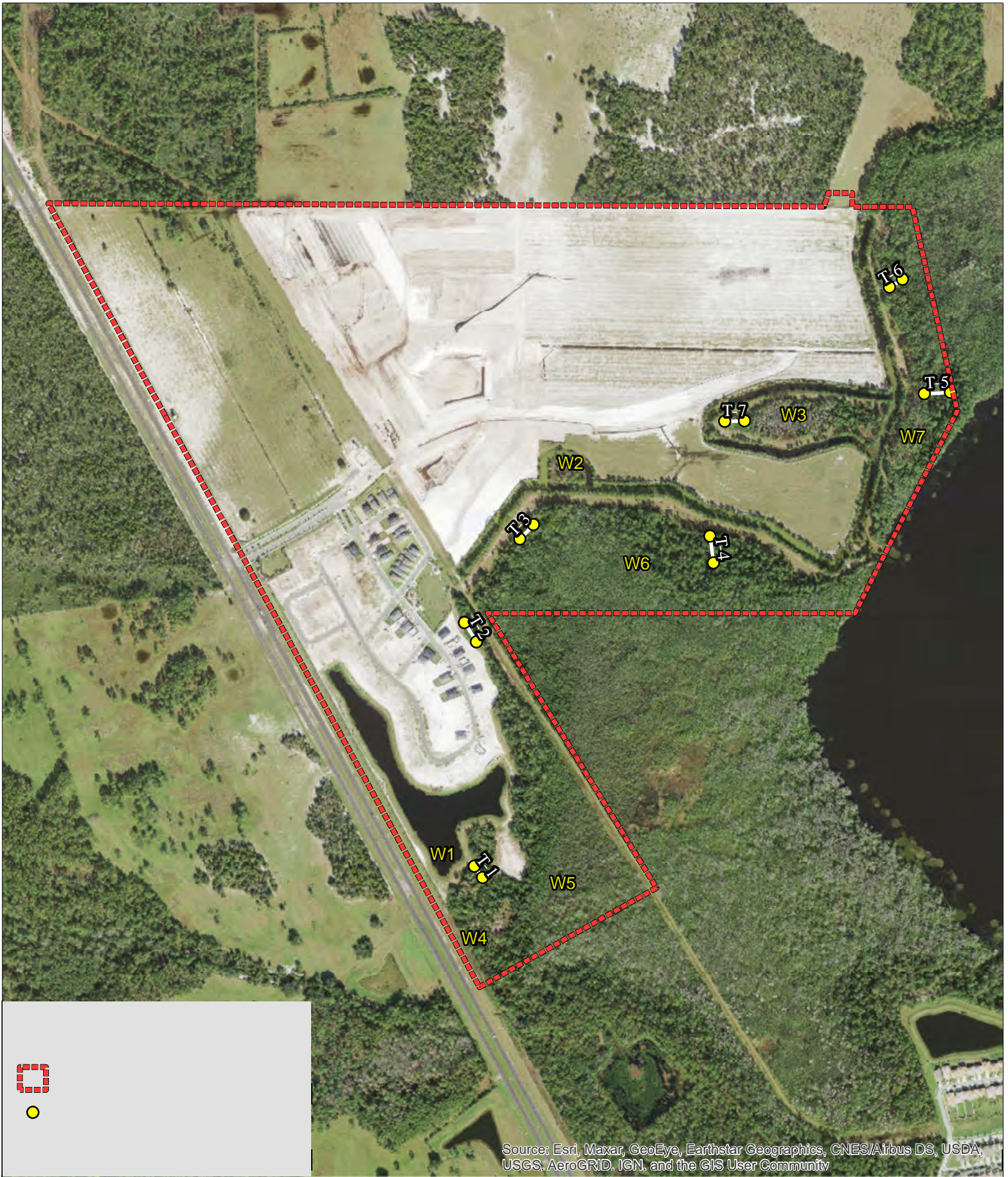
Legend
 Harmony West Phase 1

Bio-Tech Consulting Inc.
 Environmental and Permitting Services
 3025 E. South Street Orlando, FL 32803
 Ph: 407-894-5969 Fax: 407-894-5970
 www.bio-techconsulting.com

Harmony West Phase 1
 Osceola County, Florida
 Figure 2
 2017 Aerial Map



800
 Feet
 Project #: 163-68
 Produced By: JT
 Date: 10/10/2019



Harmony West Phase 1
 Osceola County, Florida
 Figure 3
 Monitoring Transects



800
 Feet
 Project #: 1160-21
 Produced By: JT
 Date: 12/14/2021

APPENDIX A

Harmony West Phase 1

4th Annual Monitoring Photographs

November 4, 2021

General ID: Transect 1-A

Notes:

Cardinal Direction:

North



Photo #

3261

Date of Photograph:

11/4/2021

General ID: Transect 1-A

Notes:

Cardinal Direction:

South



Photo #

3262

Date of Photograph:

11/4/2021

General ID: Transect 1-A

Notes:

Cardinal Direction:

West



Photo #

3263

Date of Photograph:

11/4/2021

General ID: Transect 1-A

Notes:

Cardinal Direction:

East



Photo #

3264

Date of Photograph:

11/4/2021

General ID: Transect 1-B

Notes:

Cardinal Direction:

North

Photo #

3273

Date of Photograph:

11/4/2021



General ID: Transect 1-B

Notes:

Cardinal Direction:

South

Photo #

3274

Date of Photograph:

11/4/2021



General ID: Transect 1-B

Notes:

Cardinal Direction:

West



Photo #

3275

Date of Photograph:

11/4/2021

General ID: Transect 1-B

Notes:

Cardinal Direction:

East



Photo #

3276

Date of Photograph:

11/4/2021

General ID: Transect 2-A

Notes:

Cardinal Direction:

North



Photo #

3281

Date of Photograph:

11/4/2021

General ID: Transect 2-A

Notes:

Cardinal Direction:

South



Photo #

3282

Date of Photograph:

11/4/2021

General ID: Transect 2-A

Notes:

Cardinal Direction:

West



Photo #

3283

Date of Photograph:

11/4/2021

General ID: Transect 2-A

Notes:

Cardinal Direction:

East



Photo #

3284

Date of Photograph:

11/4/2021

General ID: Transect 2-B

Notes:

Cardinal Direction:

North

Photo #

3292

Date of Photograph:

11/4/2021



General ID: Transect 2-B

Notes:

Cardinal Direction:

South

Photo #

3293

Date of Photograph:

11/4/2021



General ID: Transect 2-B

Notes:

Cardinal Direction:

West



Photo #

3294

Date of Photograph:

11/4/2021

General ID: Transect 2-B

Notes:

Cardinal Direction:

East



Photo #

3295

Date of Photograph:

11/4/2021

General ID: Transect 3-A

Notes:

Cardinal Direction:

North



Photo #

3299

Date of Photograph:

11/4/2021

General ID: Transect 3-A

Notes:

Cardinal Direction:

South



Photo #

3300

Date of Photograph:

11/4/2021

General ID: Transect 3-A

Notes:

Cardinal Direction:

West



Photo #

3301

Date of Photograph:

11/4/2021

General ID: Transect 3-A

Notes:

Cardinal Direction:

East



Photo #

3302

Date of Photograph:

11/4/2021

General ID: Transect 3-B

Notes:

Cardinal Direction:

North

Photo #

3307

Date of Photograph:

11/4/2021



General ID: Transect 3-B

Notes:

Cardinal Direction:

South

Photo #

3308

Date of Photograph:

11/4/2021



General ID: Transect 3-B

Notes:

Cardinal Direction:

West

Photo #

3309

Date of Photograph:

11/4/2021



General ID: Transect 3-B

Notes:

Cardinal Direction:

East

Photo #

3310

Date of Photograph:

11/4/2021



General ID: Transect 4-A

Notes:

Cardinal Direction:

North



Photo #

3318

Date of Photograph:

11/4/2021

General ID: Transect 4-A

Notes:

Cardinal Direction:

South



Photo #

3317

Date of Photograph:

11/4/2021

General ID: Transect 4-A

Notes:

Cardinal Direction:

West

Photo #

3319

Date of Photograph:

11/4/2021



General ID: Transect 4-A

Notes:

Cardinal Direction:

East

Photo #

3320

Date of Photograph:

11/4/2021



General ID: Transect 4-B

Notes:

Cardinal Direction:

North



Photo #

3327

Date of Photograph:

11/4/2021

General ID: Transect 4-B

Notes:

Cardinal Direction:

South



Photo #

3328

Date of Photograph:

11/4/2021

General ID: Transect 4-B

Notes:

Cardinal Direction:

West



Photo #

3329

Date of Photograph:

11/4/2021

General ID: Transect 4-B

Notes:

Cardinal Direction:

East



Photo #

3330

Date of Photograph:

11/4/2021

General ID: Transect 5-A

Notes:

Cardinal Direction:

North



Photo #

3334

Date of Photograph:

11/4/2021

General ID: Transect 5-A

Notes:

Cardinal Direction:

South



Photo #

3335

Date of Photograph:

11/4/2021

General ID: Transect 5-A

Notes:

Cardinal Direction:

West

Photo #

3336

Date of Photograph:

11/4/2021



General ID: Transect 5-A

Notes:

Cardinal Direction:

East

Photo #

3337

Date of Photograph:

11/4/2021



General ID: Transect 5-B

Notes:

Cardinal Direction:

North



Photo #

3352

Date of Photograph:

11/4/2021

General ID: Transect 5-B

Notes:

Cardinal Direction:

South



Photo #

3353

Date of Photograph:

11/4/2021

General ID: Transect 5-B

Notes:

Cardinal Direction:

West

Photo #

3354

Date of Photograph:

11/24/2020



General ID: Transect 5-B

Notes:

Cardinal Direction:

East

Photo #

3355

Date of Photograph:

11/24/2020



General ID: Transect 6-A

Notes:

Cardinal Direction:

North

Photo #

3359

Date of Photograph:

11/4/2021



General ID: Transect 6-A

Notes:

Cardinal Direction:

South

Photo #

3360

Date of Photograph:

11/4/2021



General ID: Transect 6-A

Notes:

Cardinal Direction:

West



Photo #

3361

Date of Photograph:

11/24/2020

General ID: Transect 6-A

Notes:

Cardinal Direction:

East



Photo #

3362

Date of Photograph:

11/24/2020

General ID: Transect 6-B

Notes:

Cardinal Direction:

North

Photo #

3371

Date of Photograph:

11/4/2021



General ID: Transect 6-B

Notes:

Cardinal Direction:

South

Photo #

3372

Date of Photograph:

11/4/2021



General ID: Transect 6-B

Notes:

Cardinal Direction:

West



Photo #

3373

Date of Photograph:

11/4/2021

General ID: Transect 6-B

Notes:

Cardinal Direction:

East



Photo #

3374

Date of Photograph:

11/4/2021

General ID: Transect 7-A

Notes:

Cardinal Direction:

North



Photo #

3379

Date of Photograph:

11/4/2021

General ID: Transect 7-A

Notes:

Cardinal Direction:

South



Photo #

3380

Date of Photograph:

11/4/2021

General ID: Transect 7-A

Notes:

Cardinal Direction:

West



Photo #

3381

Date of Photograph:

11/4/2021

General ID: Transect 7-A

Notes:

Cardinal Direction:

East



Photo #

3382

Date of Photograph:

11/4/2021

General ID: Transect 7-B

Notes:

Cardinal Direction:

North



Photo #

3390

Date of Photograph:

11/4/2021

General ID: Transect 7-B

Notes:

Cardinal Direction:

South



Photo #

3391

Date of Photograph:

11/4/2021

General ID: Transect 7-B

Notes:

Cardinal Direction:

West



Photo #

3392

Date of Photograph:

11/4/2021

General ID: Transect 7-B

Notes:

Cardinal Direction:

East



Photo #

3393

Date of Photograph:

11/4/2021

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

8

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT (“**Agreement**”)¹ is made and entered into this 21 day of Dec., 2021, by and between:

Harmony West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Osceola County, Florida (“**District**”); and

Poulos & Bennett, LLC, a Florida limited liability company, providing professional engineering services with a mailing address of 2602 East Livingston Street, Orlando, Florida 32803 (“**Engineer**”).

RECITALS

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

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

¹ This agreement supersedes all prior agreements between the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All

expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or

patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000

(including Contractual)

Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

16. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Osceola, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of

delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

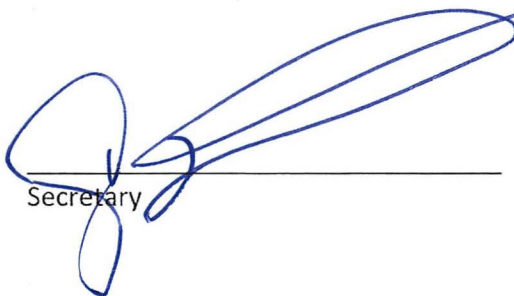
32. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

33. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

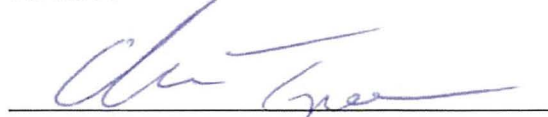
[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.



Secretary


HARMONY WEST COMMUNITY DEVELOPMENT
DISTRICT



Chairman, Board of Supervisors

POULOS & BENNETT, LLC

Witness



By: R. Lance Bennett

Its: Principal

EXHIBIT A
HOURLY FEE SCHEDULE

POULOS & BENNETT, LLC
2021 HOURLY RATE SCHEDULE

EXPERT WITNESS	\$350
PUBLIC MEETING REPRESENTATION	\$350
PRINCIPAL	\$235
DIRECTOR OF ENGINEERING	\$225
PLANNING GROUP LEADER	\$225
PRACTICE TEAM LEADER	\$210
DEVELOPMENT MANAGER	\$190
SR. PROJECT MANAGER	\$185
SENIOR PROJECT ENGINEER	\$165
PROJECT MANAGER - DEVELOPMENT SERVICES	\$150
PROJECT MANAGER	\$150
SENIOR PLANNER	\$145
ASSISTANT DEVELOPMENT MANAGER	\$140
GIS MANAGER	\$135
CAD MANAGER	\$130
PROJECT ENGINEER	\$130
SENIOR COMMUNITY DESIGNER	\$125
PROJECT PLANNER	\$125
PLAT MANAGER	\$125
SENIOR CAD DESIGNER	\$125
DEVELOPMENT COORDINATOR	\$125
STAFF ENGINEER	\$110
CAD TECHNICIAN	\$100
STAFF PLANNER	\$95
PROJECT COORDINATOR	\$85
ADMINISTRATIVE ASSISTANT	\$75

December 21, 2021

Harmony West Community Development District
Osceola County, Florida

Subject: **Work Authorization Number 1**
Harmony West Community Development District

Dear Chairman, Board of Supervisors:

Poulos & Bennett, LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for the Harmony West Community Development District ("District"). We will provide these services pursuant to our current agreement dated December 14, 2021 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District's projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

HARMONY WEST COMMUNITY DEVELOPMENT
DISTRICT

POULOS & BENNETT, LLC

By: [Signature]
Authorized Representative

[Signature: Lance Bennett]

By: R. Lance Bennett

Date: Jan 13, 2022

Date: December 21, 2021

December 21, 2021

Harmony West Community Development District
Osceola County, Florida

Subject: **Work Authorization Number 2**
Harmony West Community Development District

Dear Chairman, Board of Supervisors:

Poulos & Bennett, LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for the Harmony West Community Development District ("District"). We will provide these services pursuant to our current agreement dated December 14, 2021 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to provide services as outlined in Exhibit A.

II. Fees

The District will compensate Engineer pursuant to the fee schedule contained in Exhibit A. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

HARMONY WEST COMMUNITY DEVELOPMENT
DISTRICT

POULOS & BENNETT, LLC

By: 
Authorized Representative



By: R. Lance Bennett
Date: December 21, 2021

Date: Jan 13, 2021

EXHIBIT A: Phase 2 Proposal
EXHIBIT B: Rate Schedule

EXHIBIT A: Phase 2 Proposal



Poulos & Bennett, LLC • 2602 East Livingston Street • Orlando, Florida 32803 • (407) 467-2594 • www.poulosandbennett.com

December 14, 2021

Via Email

Harmony West Community Development District
C/O Ms. Cindy Cerbone, District Manager
Wrathell, Hunt and Associates LLC
2300 Glades Road, 410W
Boca Raton, FL 33431
cerbonec@whhassociates.com

Subject: Amendment 7
Harmony West Community Development District
Villages at Harmony - Phase 2
Poulos & Bennett Job No. 17-084D

Dear Ms. Cerbone:

Pursuant to the original executed Agreement dated March 5, 2020, Poulos & Bennett, LLC is pleased to provide this Amendment for professional civil engineering services for Phases 2C/2D of the Villages at Harmony development. All services shall be accomplished in accordance with the terms and conditions of the original Agreement.

Poulos & Bennett, LLC ("Poulos & Bennett") and the Harmony West Community Development District ("Client") enter into this Agreement as follows:

SCOPE OF SERVICES:

**A. Schematic Infrastructure Plan
(17-084D.24)**

Utilizing the Phase 2 Conceptual Site Plan for the Project, Poulos & Bennett shall prepare a schematic infrastructure plan to depict the preliminary roadways, storm sewer, stormwater management, and utility facilities necessary to service the development.

Storm sewer inlets, pipes sizes and stormwater management areas shall be approximated based on sound engineering judgement and experience for similar type and size projects. Civil engineering design calculations shall not be performed in association with this task. Utility line sizes shall be based upon the approved Master Utility Plan for the Project.

The Schematic Infrastructure Plan shall be the basis from which infrastructure quantities are estimated for use in the Opinion of Probably Construction Costs.

**B. CDD Engineer's Report
(17-084D.25)**

Poulos & Bennett shall prepare a Community Development District (CDD) Engineer's Report for the Phase 2 portion of the Villages at Harmony subdivision to assist the Community Development District (CDD) with the financing and construction of the capital improvements contemplated to be constructed in association with the project. The Engineer's Report shall

be based upon the Schematic Infrastructure Plan for the Phase 2 area of the project as prepared in the task above. The Engineer's Report shall include the following:

- Project Narrative sections including Description, Government Actions, Infrastructure Benefit, Capital Improvement Plan, Ownership and Maintenance, Roadways & Stormwater
- Table summarizing planned development program
- Exhibits detailing location, district limits, ownership & maintenance, offsite improvements, public & private uses, utilities, stormwater, roadways, cost option, permitting summary, assessment areas
- Engineer's Opinion of Probable Construction Cost

The Client shall be responsible for providing the cost for CDD infrastructure elements outside the site civil related facilities (landscaping, walls & signage, lighting, amenity centers, etc.). Poulos & Bennett shall provide the Engineer's Report for review and shall incorporate comments into the final Engineer's Report.

**C. CDD Meetings & Coordination
(17-084D.26)**

Poulos & Bennett will prepare for and attend project meetings and shall coordinate with the CDD development Team as needed in association with the CDD.

**D. CDD Bond Requisition Processing
(17-084D.27)**

Poulos & Bennett will review and process bond requests for reimbursement for the CDD.

FEE SCHEDULE:

Task Number	Description	Lump Sum Fees	Estimated Hourly Fees in accordance with Exhibit B
.24	Schematic Infrastructure Plan	\$9,500.00	---
.25	CDD Engineer's Report	\$14,500.00	---
.26	CDD Meetings & Coordination	---	Budget Estimate of \$5,000.00
.27	CDD Bond Requisition Processing	---	Hourly in accordance with Exhibit 'B'
.992	Reimbursable Expense	---	Budget Estimate of \$5,000.00

Hourly services will be billed in accordance with the hourly rate schedule attached as Exhibit B.

These fees do not include: required application fees made payable to the respective public agencies through which permitting is required; reimbursable expenses as specified in this agreement or illustrative plans that may be required for community/public meetings.

REIMBURSABLE EXPENSE (17-084D.992):

Reimbursables will be charged on a direct cost basis times a multiple of 1.20. Reimbursables shall include, but not be limited to, all prints and reproduction costs associated with reports, prints and reproductions, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.

SERVICES NOT INCLUDED:

This scope of services does not include final engineering design, geotechnical services, surveying, environmental, landscape architecture, transportation engineering/planning or site lighting design. Poulos & Bennett will coordinate with the project consultants providing these services. It is assumed that these consultants will contract directly with the client.

Should you have any questions regarding the information included with this amendment, please do not hesitate to contact us. Please sign this amendment and return one copy for our records.

Sincerely,

A handwritten signature in blue ink that reads "Lance Bennett".

R. Lance Bennett, P.E.
Partner
Poulos & Bennett, LLC

POULOS & BENNETT, LLC
2021 HOURLY RATE SCHEDULE

EXPERT WITNESS	\$350
PUBLIC MEETING REPRESENTATION	\$350
PRINCIPAL	\$235
DIRECTOR OF ENGINEERING	\$225
PLANNING GROUP LEADER	\$225
PRACTICE TEAM LEADER	\$210
DEVELOPMENT MANAGER	\$190
SR. PROJECT MANAGER	\$185
SENIOR PROJECT ENGINEER	\$165
PROJECT MANAGER - DEVELOPMENT SERVICES	\$150
PROJECT MANAGER	\$150
SENIOR PLANNER	\$145
ASSISTANT DEVELOPMENT MANAGER	\$140
GIS MANAGER	\$135
CAD MANAGER	\$130
PROJECT ENGINEER	\$130
SENIOR COMMUNITY DESIGNER	\$125
PROJECT PLANNER	\$125
PLAT MANAGER	\$125
SENIOR CAD DESIGNER	\$125
DEVELOPMENT COORDINATOR	\$125
STAFF ENGINEER	\$110
CAD TECHNICIAN	\$100
STAFF PLANNER	\$95
PROJECT COORDINATOR	\$85
ADMINISTRATIVE ASSISTANT	\$75

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

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MEMORANDUM

To: District Manager
District Engineer

From: District Counsel

Date: October 12, 2021

Subject: Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
(last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

- Forthcoming.

Exhibit A



MEMORANDUM

To: District Manager, District Engineer
From: District Counsel
Date: September 7, 2021
Subject: Wastewater Services and Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:

Name of stormwater utility, if applicable:

Contact Person

Name:

Position/Title:

Email Address:

Phone Number:

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?
If no, do you have another funding mechanism?
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?
If Yes:
How many years does the plan(s) cover?
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?
If Yes, does it include 100% of your facilities?
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify:
<input type="checkbox"/>	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates.

Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.

[Link to aggregated table to crosscheck category totals and uncategorized projects.](#)

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0



Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

November 9, 2021

Via Email

The Harmony West Community Development District
c/o Craig Wrathell
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410 W
Boca Raton, FL 33431
Wrathellc@whhassociates.com

Subject: Amendment 1 – 20 Year Needs Analysis
Harmony West Community Development District
Poulos & Bennett Job No. 18-012

Dear Harmony West Community Development District:

Pursuant to the original executed agreement dated January 22, 2018, Poulos & Bennett, LLC provides this amendment to the original agreement for the additional services as outlined below. All services shall be accomplished in accordance with the terms and conditions of the original Agreement.

Poulos & Bennett, LLC ("Poulos & Bennett") and Harmony West Community Development District ("Client") enter into this agreement as follows:

SCOPE OF SERVICES:

A. Wastewater Services & Stormwater Management Needs Analysis (18-012.05)

Based on the newly effective Sections 403.9301 and 403.9302, Florida Statutes, and pursuant to the request of the Harmony West CDD, Poulos & Bennett will prepare and provide to the CDD the required 20-Year Needs Analysis ("Report"). This Report will be based on the requirements of Sections 403.9301 and 403.9302, including information prepared and provided publicly from the Office of Economic and Demographic Research ("OEDR"). The Report shall address the expected needs of the Wastewater Services & Stormwater Management facilities owned and maintained by the Harmony West CDD for the prescribed 20-year period and will be estimated in 5-year increments. The Report shall include, but not be limited to, the following required information:

- i. For wastewater services, since there are no CDD owned and maintained wastewater facilities, nor are there any planned CDD owned and maintained wastewater utility extensions, only those items shown below are required:
 - A detailed description of the facilities used to provide wastewater services.
 - The number of current and projected connections and residents served calculated in 5-year increments.
 - The current and projected service area for wastewater services.

ii. The 20-Year Needs Analysis will encompass the approximate 287.1 acre area of the Harmony West CDD. The stormwater management systems servicing the CDD includes six (6) stormwater management ponds. For these stormwater management programs and systems, the Report will include:

- A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- The number of current and projected residents served calculated in 5-year increments.
- The current and projected service area for the stormwater management program or stormwater management system.
- The current and projected cost of providing services calculated in 5-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

The Report will include the methodology and supporting data necessary to confirm the results.

**B. Meetings & Coordination – Needs Analysis
(18-012.06)**

Poulos & Bennett will coordinate with and prepare for and attend coordination meetings with the Harmony West CDD legal and managerial staff, Osceola County staff and the Harmony West CDD Board throughout the preparation of the Report as needed. These services will only be provided at the request of the Client and will be invoiced on an hourly fee basis in accordance with Poulos & Bennett’s Standard Rate Schedule. (Exhibit ‘B’).

FEE SCHEDULE:

Task Number	Description	Lump Sum Fees	Hourly Estimated Fees
.05	Wastewater Services & Stormwater Management Needs Analysis	\$15,000.00	---
.06	Meetings & Coordination – Needs Analysis	---	Hourly in accordance with Exhibit ‘B’ with a Budget Estimate of \$5,000.00
.991	Reimbursable Expense	---	Hourly in accordance with Exhibit ‘B’ with a Budget Estimate of \$1,000.00

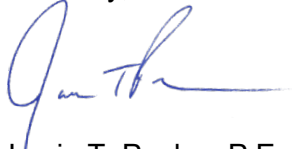
These fees do not include: required application fees made payable to the respective public agencies through which permitting is required; reimbursable expenses as specified in this agreement or illustrative plans that may be required for community/public meetings.

REIMBURSABLE EXPENSE (18-012.991):

Reimbursables will be charged on a direct cost basis times a multiple of 1.20. Reimbursables shall include, but not be limited to, all prints and reproduction costs associated with reports, prints and reproducible, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.

Should you have any questions regarding the information included with this amendment, please do not hesitate to contact us. Please sign this amendment and return one copy for our records.

Sincerely,



Jamie T. Poulos, P.E., LEED A.P.
Partner
Poulos & Bennett, LLC

**Amendment 1 – 20-Year Needs Analysis
Harmony West Community Development District
Poulos & Bennett Job No. 18-012**

I agree to the terms and conditions listed above.

Signature

Date

Printed Name

Company

EXHIBIT "B"

POULOS & BENNETT, LLC
2021 HOURLY RATE SCHEDULE

EXPERT WITNESS	\$350
PUBLIC MEETING REPRESENTATION	\$350
PRINCIPAL	\$235
DIRECTOR OF ENGINEERING	\$225
PLANNING GROUP LEADER	\$225
PRACTICE TEAM LEADER	\$210
DEVELOPMENT MANAGER	\$190
SR. PROJECT MANAGER	\$185
SENIOR PROJECT ENGINEER	\$165
PROJECT MANAGER - DEVELOPMENT SERVICES	\$150
PROJECT MANAGER	\$150
SENIOR PLANNER	\$145
ASSISTANT DEVELOPMENT MANAGER	\$140
GIS MANAGER	\$135
CAD MANAGER	\$130
PROJECT ENGINEER	\$130
SENIOR COMMUNITY DESIGNER	\$125
PROJECT PLANNER	\$125
PLAT MANAGER	\$125
SENIOR CAD DESIGNER	\$125
DEVELOPMENT COORDINATOR	\$125
STAFF ENGINEER	\$110
CAD TECHNICIAN	\$100
STAFF PLANNER	\$95
PROJECT COORDINATOR	\$85
ADMINISTRATIVE ASSISTANT	\$75



HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops for the purpose of conducting District business; and

WHEREAS, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

WHEREAS, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

SECTION 1. RECITALS. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. FINDINGS. The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

SECTION 3. WAIVER. The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of January, 2022.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) accordingly finds that it is in the best interests of the District to establish by resolution the *Prompt Payment Policies and Procedures* attached hereto as **Exhibit A**, (“**Policies**”), as may be amended or updated from time to time for immediate use and application.

for immediate use and application.

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

SECTION 1. The Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of January, 2022.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

January 20, 2022

Harmony West Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Harmony West Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8017330424C-7. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 561-571-0010), email: wraithellc@whhassociates.com

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**
Harmony West Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- 2. Email Address**
harmonywestcdd@districtap.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

- 1. Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT AMENDING THE GENERAL FUND PORTION OF THE BUDGET FOR FISCAL YEAR 2021; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board desires to amend the General Fund portion of the budget previously approved for the Fiscal Year 2021.

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

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

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2021 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 20th day of January, 2022.

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2021**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2021**

	FY '21 Actual	FY '21 Original Budget	Budget to Actual Variance	Proposed Amended Increase/(Decrease)	FY '21 Amended Budget
REVENUES					
Assessment levy: on-roll	\$ 55,468	\$ 55,396	\$ (72)	\$ 72	\$ 55,468
Assessment levy: off-roll	45,944	256,756	210,812	(210,812)	45,944
Lot closings	210,812	-	(210,812)	210,812	210,812
Total revenues	<u>312,224</u>	<u>312,152</u>	<u>(72)</u>	<u>72</u>	<u>312,224</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	48,000	-	-	48,000
Legal - general counsel	16,219	15,000	(1,219)	1,219	16,219
Engineering	525	2,500	1,975	(1,975)	525
Audit	5,200	5,950	750	(750)	5,200
Arbitrage rebate calculation	1,500	750	(750)	750	1,500
Dissemination agent	1,000	1,000	-	-	1,000
Trustee	4,031	5,250	1,219	(1,219)	4,031
Telephone	200	200	-	-	200
Postage	436	500	64	-	500
Printing & binding	500	500	-	-	500
Legal advertising	4,677	1,200	(3,477)	3,477	4,677
Annual district filing fee	175	175	-	-	175
Insurance	6,325	6,463	138	(138)	6,325
Contingencies	343	750	407	14,593	15,343
Website					
Hosting & maintenance	705	705	-	-	705
ADA compliance	210	210	-	-	210
Total professional & administrative	<u>90,046</u>	<u>89,153</u>	<u>(893)</u>	<u>15,957</u>	<u>105,110</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2021**

	FY '21 Actual	FY '21 Original Budget	Budget to Actual Variance	Proposed Amended Increase/(Decrease)	FY '21 Amended Budget
Field operations and maintenance					
Field operations manager	3,600	5,000	1,400	-	5,000
Field operations accounting	1,750	1,750	-	-	1,750
Landscaping contract labor	129,627	82,500	(47,127)	47,127	129,627
Irrigation maintenance / repair	1,709	5,000	3,291	(3,291)	1,709
Plants, shrubs & mulch	5,500	20,000	14,500	(14,500)	5,500
Annuals	14,798	10,000	(4,798)	4,798	14,798
Tree trimming	930	12,000	11,070	(11,070)	930
Signage	-	1,000	1,000	(1,000)	-
General maintenance	2,745	4,000	1,255	(1,255)	2,745
Fence / wall repair	-	1,500	1,500	(1,500)	-
Aquatic control - waterway	3,252	3,252	-	-	3,252
Wetland monitoring & maintenance	8,430	-	(8,430)	8,430	8,430
Buck lake - cost share	-	5,000	5,000	-	5,000
Electric:					
Irrigation	7,122	2,500	(4,622)	4,622	7,122
Street lights	13,906	28,000	14,094	(12,094)	15,906
Entrance signs	-	1,500	1,500	(1,500)	-
Water irrigation	16,902	15,000	(1,902)	1,902	16,902
Total field operations and maintenance	<u>223,575</u>	<u>221,846</u>	<u>(1,729)</u>	<u>10,129</u>	<u>231,975</u>
Other fees & charges					
Property appraiser	83	-	(83)	83	83
Tax collector	1,435	1,154	(281)	281	1,435
Total other fees & charges	<u>1,518</u>	<u>1,154</u>	<u>(364)</u>	<u>364</u>	<u>1,518</u>
Total expenditures	<u>315,139</u>	<u>312,153</u>	<u>(2,986)</u>	<u>26,450</u>	<u>338,603</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,915)	(1)			(26,379)
Fund balances - beginning	158,300	104,980			158,300
Fund balances - ending	<u>\$ 155,385</u>	<u>\$ 104,979</u>			<u>\$ 131,921</u>

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

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Harmony West Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2021

Harmony West Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2021

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Harmony West Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Harmony West Community Development District as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Supervisors
Harmony West Community Development District

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, and each major fund of Harmony West Community Development District as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Management's Discussion and Analysis

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economical or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted principally of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with the sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated January XX, 2021 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harmony West Community Development District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

January XX, 2021

**Harmony West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

Management's discussion and analysis of Harmony West Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and physical environment.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Harmony West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including infrastructure, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2021.

- ◆ The District's assets exceeded liabilities by \$5,610,456. Net investment in capital assets was \$5,397,409, restricted net position was \$64,719 and unrestricted net position was \$148,328.
- ◆ Governmental activities revenues totaled \$850,796 while governmental activities expenses totaled \$1,182,293.

**Harmony West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2021	2020
Current assets	\$ 179,582	\$ 172,686
Restricted assets	661,111	661,807
Capital assets, net	12,837,316	13,290,398
Total Assets	13,678,009	14,124,891
Current liabilities	327,553	307,938
Non current liabilities	7,740,000	7,875,000
Total Liabilities	8,067,553	8,182,938
Net Position		
Net investment in capital assets	5,397,409	5,720,491
Restricted net position	64,719	63,162
Unrestricted	148,328	158,300
Total Net Position	\$ 5,610,456	\$ 5,941,953

The decrease in non-current liabilities is related to the principal payments made on bonds payable in the current year.

The decrease in capital assets and total net position is related to depreciation in the current year.

**Harmony West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	<u>2021</u>	<u>2020</u>
Program Revenues		
Charges for services	\$ 850,754	\$ 1,463,218
Contributions	-	5,517,666
Investment income	42	4,595
Total Revenues	<u>850,796</u>	<u>6,985,479</u>
Expenses		
General government	94,892	79,038
Physical environment	683,155	380,310
Interest and other charges	404,246	426,756
Total Expenses	<u>1,182,293</u>	<u>886,104</u>
Change in Net Position	(331,497)	6,099,375
Net Position - Beginning of Year	<u>5,941,953</u>	<u>(157,422)</u>
Net Position - End of Year	<u>\$ 5,610,456</u>	<u>\$ 5,941,953</u>

The decrease in charges for services is related to the prepayments made in the prior year.

The decrease in contributions is related to developer contributions in the prior year of certain infrastructure.

The increase in general government is primarily related to the increase in legal expenses in the current year.

The increase in physical environment is related to the increased landscaping, plant and shrub and streetlight expenses and increased depreciation in the current year.

**Harmony West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2021 and 2020.

	Governmental Activities	
	2021	2020
Infrastructure	\$ 13,592,452	\$ 13,592,452
Accumulated depreciation	(755,136)	(302,054)
Total	\$ 12,837,316	\$ 13,290,398

Current year activity consisted of additions of depreciation of \$453,082.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because contingency and wetlands monitoring expenditures were less than anticipated.

The September 30, 2021 budget was amended for higher contingency and landscaping expenditures than were originally anticipated.

Debt Management

Governmental Activities debt includes the following:

- ◆ In July 2018, the District issued \$8,710,000 Series 2018 Special Assessment Revenue Bonds. These bonds were issued to finance the cost of acquisition, construction, and equipping of the 2018 project. The balance outstanding at September 30, 2021 was \$7,870,000.

Economic Factors and Next Year's Budget

Harmony West Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2022.

**Harmony West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Request for Information

The financial report is designed to provide a general overview of Harmony West Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Harmony West Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Harmony West Community Development District
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 158,958
Assessments receivable	1,244
Prepaid expenses	10,970
Deposits	8,410
Total Current Assets	179,582
Non-current Assets	
Restricted Assets	
Investments at fair value	661,111
Capital assets being depreciated	
Infrastructure	13,592,452
Accumulated depreciation	(755,136)
Total Non-Current Assets	13,498,427
Total Assets	13,678,009
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	27,106
Due to developer	3,300
Accrued interest	167,147
Bonds payable - current	130,000
Total Current Liabilities	327,553
Non-current Liabilities	
Bonds payable	7,740,000
Total Liabilities	8,067,553
NET POSITION	
Net investment in capital assets	5,397,409
Restricted for debt service	64,712
Restricted for capital projects	7
Unrestricted	148,328
Total Net Position	\$ 5,610,456

See accompanying notes to financial statements.

Harmony West Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Services Charges for Services	Net (Expenses) Revenues and Changes in Net Position Governmental Activities
Governmental Activities			
General government	\$ (94,892)	\$ 89,659	\$ (5,233)
Physical environment	(683,155)	222,961	(460,194)
Interest and other charges	(404,246)	538,134	133,888
Total Governmental Activities	\$ (1,182,293)	\$ 850,754	(331,539)
	General Revenues		
	Investment income		42
	Change in Net Position		(331,497)
	Net Position - October 1, 2020		5,941,953
	Net Position - September 30, 2021		\$ 5,610,456

See accompanying notes to financial statements.

Harmony West Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2021

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 158,958	\$ -	\$ -	\$ 158,958
Assessments receivable	396	848	-	1,244
Prepaid expenses	10,970	-	-	10,970
Deposits	8,410	-	-	8,410
Restricted Assets				
Investments, at fair value	-	661,104	7	661,111
Total Assets	\$ 178,734	\$ 661,952	\$ 7	\$ 840,693
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 27,106	\$ -	\$ -	\$ 27,106
Due to developer	3,300	-	-	3,300
Total Liabilities	30,406	-	-	30,406
FUND BALANCES				
Nonspendable				
Prepays/deposits	19,380	-	-	19,380
Restricted				
Debt service	-	661,952	-	661,952
Capital projects	-	-	7	7
Assigned				
Playground/sign and wall	5,000	-	-	5,000
Operating reserve	82,886	-	-	82,886
Unassigned	41,062	-	-	41,062
Total Fund Balances	148,328	661,952	7	810,287
Total Liabilities and Fund Balances	\$ 178,734	\$ 661,952	\$ 7	\$ 840,693

See accompanying notes to financial statements.

Harmony West Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2021

Total Governmental Fund Balances	\$	810,287
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets being depreciated, infrastructure, in governmental activities are not current financial resources and therefore, are not reported at the fund level.		12,837,316
Long-term liabilities, including bonds payable, are not due and payable from current financial resources and therefore, are not reported at the fund level.		(7,870,000)
Accrued interest is not payable from current financial resources and therefore, is not reported at the fund level.		<u>(167,147)</u>
Net Position of Governmental Activities	\$	<u><u>5,610,456</u></u>

See accompanying notes to financial statements.

Harmony West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Revenues				
Special assessments	\$ 312,620	\$ 538,134	\$ -	\$ 850,754
Investment income	-	42	-	42
Total Revenues	<u>312,620</u>	<u>538,176</u>	<u>-</u>	<u>850,796</u>
Expenditures				
Current				
General government	92,519	2,373	-	94,892
Physical environment	230,073	-	-	230,073
Debt Service				
Principal	-	130,000	-	130,000
Interest	-	406,501	-	406,501
Total Expenditures	<u>322,592</u>	<u>538,874</u>	<u>-</u>	<u>861,466</u>
Net change in fund balances	(9,972)	(698)	-	(10,670)
Fund Balances - October 1, 2020	<u>158,300</u>	<u>662,650</u>	<u>7</u>	<u>820,957</u>
Fund Balances - September 30, 2021	<u>\$ 148,328</u>	<u>\$ 661,952</u>	<u>\$ 7</u>	<u>\$ 810,287</u>

See accompanying notes to financial statements.

**Harmony West Community Development District
RECONCILIATION OF THE STATEMENT
OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021**

Net Change in Fund Balances - Total Governmental Funds	\$	(10,670)
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Amounts reported for governmental activities in the Statement of Activities are different because:

Capital assets additions are reported as an expenditure at the fund level. However at the government-wide level, these assets are capitalized and depreciated over the estimated useful life. This is the amount of depreciation in the current year.		(453,082)
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Payment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the Statement of Net Position.		130,000
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At the government-wide level interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the net change in accrued interest in the current year.		2,255
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Change in Net Position of Governmental Activities	\$	<u>(331,497)</u>
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See accompanying notes to financial statements.

Harmony West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Special assessments	\$ 312,152	\$ 312,224	\$ 312,620	\$ 396
Expenditures				
Current				
General government	90,307	106,628	92,519	14,109
Physical environment	221,846	231,975	230,073	1,902
Total Expenditures	<u>312,153</u>	<u>338,603</u>	<u>322,592</u>	<u>16,011</u>
Net Change in Fund Balances	(1)	(26,379)	(9,972)	16,407
Fund Balances - October 1, 2020	<u>104,980</u>	<u>158,300</u>	<u>158,300</u>	<u>-</u>
Fund Balances - September 30, 2021	<u>\$ 104,979</u>	<u>\$ 131,921</u>	<u>\$ 148,328</u>	<u>\$ 16,407</u>

See accompanying notes to financial statements.

Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on April 18, 2017, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 2017-02 of Osceola County, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Harmony West Community Development District. The District is governed by a five-member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Harmony West Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting.

Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources".

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the outstanding debt of the District.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

b. Restricted Assets

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include infrastructure, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation is computed utilizing the straight-line method over the estimated useful lives of the assets. The estimated useful life for infrastructure is 30 years.

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

**Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$810,287, differs from “net position” of governmental activities, \$5,610,456, reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below:

Capital related items

When capital assets (that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Infrastructure	\$ 13,592,452
Accumulated depreciation	<u>(755,136)</u>
Total	<u>\$ 12,837,316</u>

Long-term debt transactions

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Bonds payable are reported in the Statement of Net Position. Balances at September 30, 2021 were:

Bonds payable	<u>\$ (7,870,000)</u>
---------------	-----------------------

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to the accrued interest on bonds.

Accrued interest	<u>\$ (167,147)</u>
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Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$(10,670), differs from the “change in net position” for governmental activities, \$(331,497), reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below:

Capital related items

When capital assets that are to be used in governmental activities are acquired, the resources provided for those assets are not reported in governmental funds. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Depreciation	\$ <u>(453,082)</u>
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Long-term debt transactions

Repayments of bond principal are reported as expenditures in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used.

Bond principal payments	\$ <u>130,000</u>
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Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest payable	\$ <u>2,255</u>
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Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$173,678 and the carrying value were \$158,958. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2021, the District has the following investment and maturity:

<u>Investment</u>	<u>Maturity</u>	<u>Fair Value</u>
First American Government Obligation Fund	44 days *	<u>\$ 661,511</u>

* Maturity is a weighted average maturity.

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment listed above is a Level 1 asset.

Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2021, the District's investments in First American Government Obligation Fund was rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Government Obligation Fund represent 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the period then ended. The District considers any decline in fair value for certain investments to be temporary.

NOTE D – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<u>Governmental Activities:</u>				
Capital assets, being depreciated				
Infrastructure	\$ 13,592,452	\$ -	\$ -	\$ 13,592,452
Less: accumulated depreciation	(302,054)	(453,082)	-	(755,136)
Capital Assets, Being Depreciated, Net	<u>\$ 13,290,398</u>	<u>\$ (453,082)</u>	<u>\$ -</u>	<u>\$ 12,837,316</u>

Depreciation of \$453,082 was charged to physical environment.

Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE E – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2021:

Long-term debt at October 1, 2020	\$ 8,000,000
Principal payments	(130,000)
Long-term debt at September 30, 2021	<u>\$ 7,870,000</u>

Long-term debt is comprised of the following:

Special Assessment Bonds

\$8,710,000 Series 2018 Special Assessment Revenue Bonds due in annual installments beginning May 2020 and maturing May 2049. Interest from 4.125% to 5.25% is due in May and November starting November 2015.

\$ 7,870,000

The annual requirements to amortize the principal and interest of the bonds outstanding as of September 30, 2021 are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 130,000	\$ 401,154	\$ 531,154
2023	135,000	395,791	530,791
2024	140,000	390,223	530,223
2025	155,000	384,448	539,448
2026	160,000	377,085	537,085
2027-2031	930,000	1,762,668	2,692,668
2032-2036	1,195,000	1,504,035	2,699,035
2037-2041	1,535,000	1,165,268	2,700,268
2042-2046	2,005,000	716,625	2,721,625
2047-2049	1,485,000	158,551	1,643,551
Totals	<u>\$ 7,870,000</u>	<u>\$ 7,255,848</u>	<u>\$ 15,125,848</u>

**Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE E – LONG-TERM DEBT (CONTINUED)

Significant Bond Provisions

The Series 2018 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2032 at a redemption price equal to the principal amount of the Series 2018 Bonds to be redeemed, together with accrued interest to the date of redemption. The Series 2018 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet reserve requirements.

Depository Funds

The bond resolution established certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Reserve Fund – The 2018 Reserve Account is funded from the proceeds of the Bonds in an amount equal to 75% of the maximum annual debt service requirement for all outstanding Series 2018 Bonds. Monies held in the reserve account will be used only for the purpose established in the Trust Indenture.

	Reserve Balance	Reserve Requirement
Series 2018 Special Assessment Bonds	\$ 430,094	\$ 430,094

NOTE F – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are employed by the Developers or a related entity during the fiscal year ended September 30, 2021.

Harmony West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE G – ECONOMIC DEPENDENCY

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE H – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Harmony West Community Development District
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Harmony West Community Development District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated January XX, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Harmony West Community Development District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Harmony West Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Harmony West Community Development District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Supervisors
Harmony West Community Development District

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Harmony West Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

January XX, 2022

MANAGEMENT LETTER

To the Board of Supervisors
Harmony West Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the financial statements of the Harmony West Community Development District as of and for the year ended September 30, 2021, and have issued our report thereon dated January XX, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated January XX, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Harmony West Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Harmony West Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2021 for the Harmony West Community Development District.

To the Board of Supervisors
Harmony West Community Development District

It is management's responsibility to monitor the Harmony West Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, Harmony West Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: The District has no employees.
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: The District did not pay nonemployee independent contractors in September 2021.
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: N/A – no employees.
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: The District did not pay any nonemployee independent contractors in Fiscal Year 2021.
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District has no construction projects at this time.

To the Board of Supervisors
Harmony West Community Development District

- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes:

Schedule of Original Budget Versus Actual
For the Year Ended September 30, 2021

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special Assessments	\$ 312,152	\$ 312,620	\$ (468)
Expenditures			
General government	90,307	92,519	(2,212)
Physical environment	221,846	230,073	(8,227)
Total Expenditures	312,153	322,592	(10,439)
Net Change in Fund Balances	(1)	(9,972)	9,971
Fund Balances - October 1, 2020	104,980	158,300	(53,320)
Fund Balances - September 30, 2021	\$ 104,979	\$ 148,328	\$ (43,349)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, Harmony West Community Development District reported the following:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District as: General Fund \$430.63 and Debt Service Fund \$731.92 - \$1,097.87. Off-roll assessments were \$46.97 for the General Fund.
- 8) The amount of special assessments collected by or on behalf of the District as: The District collected total special assessments of \$850,754.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: The outstanding balance as of 9/30/2021 is \$7,870,000 due in annual installments through May 1, 2049.

To the Board of Supervisors
Harmony West Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we noted no such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

January XX, 2022

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415 FLORIDA STATUTES**

To the Board of Supervisors
Harmony West Community Development District
Osceola County, Florida

We have examined Harmony West Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for Harmony West Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Harmony West Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Harmony West Community Development District's compliance with the specified requirements.

In our opinion, Harmony West Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

January XX, 2022

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

WHEREAS, the District’s Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Report for Fiscal Year 2021;

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

1. The Audited Financial Report for Fiscal Year 2021, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2021, for the period ending September 30, 2021; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2021 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 20th day of January, 2022.

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

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**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2021**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 165,181	\$ -	\$ -	\$ 165,181
Investments				
Revenue	-	31,287	-	31,287
Reserve	-	430,094	-	430,094
Construction	-	-	7	7
Due from general fund	-	38,851	-	38,851
Due from Harmony CDD	2,175	-	-	2,175
Utility deposit	8,535	-	-	8,535
Total assets	<u>\$ 175,891</u>	<u>\$ 500,232</u>	<u>\$ 7</u>	<u>\$ 676,130</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable off-site	\$ 163	\$ -	\$ -	\$ 163
Due to debt service fund	38,851	-	-	38,851
Landowner advance	3,300	-	-	3,300
Total liabilities	<u>42,314</u>	<u>-</u>	<u>-</u>	<u>42,314</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	2,175	-	-	2,175
Total deferred inflows of resources	<u>2,175</u>	<u>-</u>	<u>-</u>	<u>2,175</u>
Fund balances:				
Restricted				
Debt service	-	500,232	-	500,232
Capital projects	-	-	7	7
Committed				
Playground	4,500	-	-	4,500
Sign and wall	3,000	-	-	3,000
3 months working capital	105,482	-	-	105,482
Unassigned	18,420	-	-	18,420
Total fund balances	<u>131,402</u>	<u>500,232</u>	<u>7</u>	<u>631,641</u>
Total liabilities and fund balances	<u>\$ 175,891</u>	<u>\$ 500,232</u>	<u>\$ 7</u>	<u>\$ 676,130</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 27,927	\$ 27,927	\$ 319,474	9%
Assessment levy: off-roll	-	-	122,963	0%
Developer contribution	-	-	1,765	0%
Buck Lake mgmt & consulting cost-share	-	-	2,175	0%
Buck Lake maintenance cost-share	-	-	7,200	0%
Total revenues	<u>27,927</u>	<u>27,927</u>	<u>453,577</u>	6%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	8,000	48,000	17%
Legal - general counsel	1,124	1,124	15,000	7%
Engineering	-	-	10,000	0%
Audit	-	-	6,150	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	167	1,000	17%
Trustee	-	-	5,250	0%
Telephone	17	33	200	17%
Postage	-	-	500	0%
Printing & binding	42	83	500	17%
Legal advertising	-	-	1,200	0%
Annual district filing fee	-	175	175	100%
Insurance	-	6,419	6,785	95%
Contingencies	1,014	1,015	750	135%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,280</u>	<u>17,016</u>	<u>97,175</u>	18%

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
Field operations and maintenance				
Field operations manager	300	300	5,000	6%
Field operations accounting	146	292	1,750	17%
Landscaping contract labor	15,605	15,605	187,255	8%
Insurance: property	-	4,657	4,811	97%
Porter services - dog park	-	-	4,920	0%
Playground ADA mulch	-	-	2,500	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	156	156	5,000	3%
Plants, shrubs & mulch	-	-	16,800	0%
Annuals	-	-	25,000	0%
Tree trimming	-	-	2,000	0%
Signage	360	360	1,000	36%
General maintenance	540	540	4,000	14%
Fence / wall repair	-	-	1,500	0%
Aquatic control - waterway	271	271	12,672	2%
Wetland monitoring & maintenance	400	400	6,000	7%
Buck lake mgmt & consulting cost-share	-	-	2,900	0%
Buck lake maintenance cost-share			14,400	
Electric:				
Irrigation	1,641	1,641	2,500	66%
Street lights	1,256	1,256	28,000	4%
Entrance signs	-	-	1,500	0%
Water irrigation	1,639	1,639	20,000	8%
Total field operations and maintenance	<u>22,314</u>	<u>27,117</u>	<u>349,658</u>	8%
Other fees & charges				
Property appraiser	-	-	83	0%
Tax collector	720	720	6,656	11%
Total other fees & charges	<u>720</u>	<u>720</u>	<u>6,739</u>	11%
Total expenditures	<u>29,314</u>	<u>44,853</u>	<u>453,572</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	(1,387)	(16,926)	5	
Fund balances - beginning	132,789	148,328	119,321	
Fund balances - ending				
Playground	4,500	4,500	4,500	
Sign and wall	3,000	3,000	3,000	
3 months working capital	105,482	105,482	105,482	
Unassigned	18,420	35,346	6,344	
Fund balances - ending	<u>\$ 131,402</u>	<u>\$ 131,402</u>	<u>\$ 119,326</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 39,644	\$ 39,644	\$ 453,540	9%
Assessment levy: off-roll	-	-	90,574	0%
Interest	3	7	-	N/A
Total revenues	<u>39,647</u>	<u>39,651</u>	<u>544,114</u>	7%
EXPENDITURES				
Debt service				
Principal	-	-	130,000	0%
Interest	200,577	200,577	401,154	50%
Total debt service	<u>200,577</u>	<u>200,577</u>	<u>531,154</u>	38%
Other fees & charges				
Tax collector	793	793	9,449	8%
Total other fees and charges	<u>793</u>	<u>793</u>	<u>9,449</u>	8%
Total expenditures	<u>201,370</u>	<u>201,370</u>	<u>540,603</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	(161,723)	(161,719)	3,511	
Fund balances - beginning	661,955	661,951	660,770	
Fund balances - ending	<u>\$ 500,232</u>	<u>\$ 500,232</u>	<u>\$ 664,281</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

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

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

16

DRAFT

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

The Board of Supervisors of the Harmony West Community Development District held a Regular Meeting on October 21, 2021 at 1:30 p.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Chris Tyree (via telephone)	Chair
Alex Madison	Vice Chair
Courtney Potter	Assistant Secretary
Robin Bronson	Assistant Secretary
Roger Van Auker	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Jamie Sanchez (via telephone)	Wrathell, Hunt and Associates, LLC
Jere Earlywine	District Counsel
Ashley Ligas (via telephone)	KE Law Group
Mark Hills	Field Operations Manager
Bill Fife	Forestar
Scott Feliciano	Servello & Son, Inc. (Servello)
Craig Larson	Down To Earth Landscape, Irrigation and Golf (DTE)
Chris Skersitk (via telephone)	DTE
Matthew Minnitte	DTE
Greg Wells	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 1:33 p.m. Supervisors Madison, Bronson, Van Auker and Potter were present. Supervisor Tyree was attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

- 42 ▪ **Consideration of Proposals for Landscape & Irrigation Maintenance Services**
43 **This item, previously the Fourth Order of Business, was presented out of order.**

44 **A. Proof/Affidavit of Publication**

45 **B. Project Manual**

46 These items were included for informational purposes.

47 **C. Respondents (*proposal packages available upon request*)**

48 Mr. Rom recalled the decision at the last meeting to reject all responses to the Request
49 for Proposals (RFP), review the RFP for accuracy because of significant price differences
50 amongst the respondents and modify the RFP, if necessary, and re-advertise. As a result, more
51 responses were received than when originally advertised. Responses were received from the
52 following:

53 **I. Cepra Landscape, LLC**

54 **II. D’Best Lawn Care, Inc.**

55 **III. Down To Earth Landscape, Irrigation and Golf**

56 **IV. Servello & Son, Inc.**

57 **V. Yellowstone Landscape**

58 **D. Evaluation Ranking**

59 Mr. Rom stated that Mr. Hills, the Field Operations Manager, and others attended the
60 mandatory pre-bid meeting. The proposals and responses, along with Mr. Hills’ review,
61 recommendations and rankings were emailed to the Board prior to today’s meeting. The Board
62 was provided options to ultimately reach a consensus on the ranking. Mr. Fife, of Forestar,
63 stated he reviewed Mr. Hills’ review of the proposals because he did not receive all five
64 responses.

65 Mr. Hills discussed his process for evaluating each respondent’s submittal and scoring.
66 His recommendation was to award the contract to Down To Earth Landscape, Irrigation and
67 Golf (DTE).

68 Mr. Rom reported the following:

- 69 ➤ As stated in the RFP, price was not the single factor in evaluating and awarding the
70 contract; it was based on the best fit for the CDD, as it pertains to the scope of work.

71 ➤ Four of the five proposals were submitted and deemed complete. D’Best Lawn Care
 72 omitted a directive in the RFP Manual by failing to attach information about each CDD they
 73 perform work for.

74 Discussion ensued regarding the Board being able to make the final decision regarding
 75 awarding the contract, deducting points for omitted items instead of rejecting the bid and the
 76 bidders’ understanding of the scope of work.

77 The Board reviewed the Ranking Evaluation form prepared by Mr. Hills and discussed
 78 each category and point scoring system. Mr. Rom listed the contract bid price from each
 79 respondent and discussed the current budget. The Board accepted the following score and
 80 ranking recommendations provided by Mr. Hill:

81	#1	Down To Earth Landscape	94.92
82	#2	Servello & Son, Inc.	90.00
83	#3	Yellowstone Landscape	87.46
84	#4	Cepra Landscape, LLC	86.82
85	#5	D’Best Lawn Care, Inc.	77.94

86 **E. Award of Contract**

87

88 **On MOTION by Mr. Madison and seconded by Mr. Van Auker, with all in favor,**
 89 **acceptance of the recommended rankings and recommendation to award the**
 90 **Landscape & Irrigation Maintenance Services Contract to Down to Earth**
 91 **Landscape, Irrigation and Golf, the #1 ranked respondent, and authorizing Staff**
 92 **to enter into a contract, was approved.**

93

94

95 **THIRD ORDER OF BUSINESS**

Buck Lake Related Items

96

97 Mr. Rom stated that, at the Buck Lake Committee meeting earlier today, Committee
 98 Members, Ms. Kramer of the Harmony CDD (HCDD) and Mr. Tyree agreed on the following
 99 items:

100 **A. Approval of July 15, 2021 Buck Lake Committee-Meeting Minutes**

101 Ms. Cerbone stated that the Committee Members each stated they would recommend
 102 approval of the Buck Lake Committee Meeting Minutes to their respective CDD Boards.

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On MOTION by Mr. Madison and seconded by Ms. Potter, with all in favor, the July 15, 2021 Buck Lake Committee Meeting Minutes, as presented, were approved.

B. Discussion: Review of Harmony CDD Costs Incurred for Buck Lake Maintenance Services

Mr. Rom noted that Ms. Kramer agreed with Mr. Tyree’s offer to waive the Buck Lake Maintenance costs incurred for Fiscal Year 2022, as opposed to reimbursing them. As this affects the Fiscal Year 2022 budget, a Deficit Funding Agreement would be presented, should a budget deficit be reached.

On MOTION by Mr. Madison and seconded by Ms. Bronson, with all in favor, waiving the Harmony CDD’s Buck Lake Maintenance contributions for Fiscal Year 2022 and authorizing District Counsel to prepare a Deficit Funding Agreement, was approved.

C. Consideration of Bio-Tech Consulting, Inc., Proposal No 21-1034 for Environmental Services [Annual Inspection and Recommended Maintenance]

Mr. Rom stated that Ms. Kramer requested revisions and agreed to revising the proposal and incorporating edits regarding certain verbiage, which was sent to Bio-Tech Consulting, Inc. (Bio-Tech) to resubmit with the changes. It would be changed to state that maintenance can and will be done via boat. Ms. Cerbone stated that the costs would not change but wording was being changed to refer to the area as Buck Lake.

On MOTION by Mr. Madison and seconded by Ms. Bronson, with all in favor, Bio-Tech Consulting, Inc., Proposal No 21-1034 for Environmental Services on Buck Lake, in substantial form, subject to incorporating changes discussed and submitted and approval by District Staff and HCDD approval, and authorizing the Chair or Vice Chair to execute, was approved.

D. Consideration of BTC Proposal/Change Order No 21-2277 [Aquatic Management Consulting/General Project Coordination]

140 Proposal No. 21-2277 was withdrawn.

141

142 **Fourth Order of Business**

**Consideration of Proposals for Landscape
& Irrigation Maintenance Services**

143

144

145 **A. Proof/Affidavit of Publication**

146 **B. Project Manual**

147 **C. Respondents (*proposal packages available upon request*)**

148 **I. Cepra Landscape, LLC**

149 **II. D'Best Lawn Care, Inc.**

150 **III. Down To Earth Landscape, Irrigation and Golf**

151 **IV. Servello & Son, Inc.**

152 **V. Yellowstone Landscape**

153 **D. Evaluation Ranking**

154 **E. Award of Contract**

155 This Order of Business was presented following the Second Order of Business.

156

157 **FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of August 31, 2021**

158

159

160 Mr. Rom presented the Unaudited Financial Statements as of August 31, 2021. Some
161 budget line items that exceeded budget would be monitored and discussed during the Fiscal
162 Year 2023 budget deliberations.

163 Ms. Cerbone stated she emailed Esperanza and copied Mr. Tyree, in the hopes that the
164 line items that are under budget will offset those that exceeded budget and, if not, the
165 Developer's contribution amount may increase slightly. It was noted that street lighting
166 contracts to be conveyed to the CDD were in progress. If necessary, a budget amendment
167 would be presented at the November meeting.

168

169 **On MOTION by Mr. Van Auker and seconded by Ms. Potter, with all in favor,
170 the Unaudited Financial Statements as of August 31, 2021, were accepted.**

171

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173 **SIXTH ORDER OF BUSINESS**

Approval of August 19, 2021 Public Hearings and Regular Meeting Minutes

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Mr. Rom presented the August 19, 2021 Public Hearings and Regular Meeting Minutes.

On MOTION by Ms. Bronson and seconded by Ms. Potter, with all in favor, the August 19, 2021 Public Hearings and Regular Meeting Minutes, as presented, were approved.

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183 **SEVENTH ORDER OF BUSINESS**

Staff Reports

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A. District Counsel: *KE Law Group, PLLC*

186 Mr. Earlywine asked if a Boundary Amendment is needed to include the first piece of
187 property, which is the townhome strip in the front. Mr. Tyree stated it probably would not
188 happen right now.

189 Mr. Earlywine asked for the status of the next phase of development, in terms of timing
190 of the bonds and the turnover of utilities, etc. Mr. Madison stated that the contractor was
191 selected and he expected the next final phase of development to begin within the next 30 days,
192 at Botanica Boulevard to Old Melbourne Highway. Conveyance of the roadways was expected
193 after ten months or around November 2022. Bonds for the next section of Botanical Boulevard
194 would be issued in Fiscal Year 2023.

195 Mr. Earlywine stated he would make sure the Acquisition Agreements are in place and
196 would prepare a general ledger of reimbursement items that are due to Forestar. He stated
197 they were a couple of weeks out from submitting as-builts for the utilities and roadways.

198 Mr. Earlywine stated that, per new legislation, the CDD must prepare a Stormwater and
199 Waste Water Needs Analysis for the next 20 years, which is due by July 2022. Ms. Cerbone
200 stated she would email the template to the Board and CDD Staff and ask the District Engineer
201 to obtain and present proposals at the next meeting. She noted that, due to the timing of the
202 new legislation, any related expenses were not factored into the Fiscal Year 2022 budget.

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

204 There was no report.

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

206 Mr. Hills reported that things were going smoothly, including landscape maintenance.
207 He is on site every three days with Aaron and meets with DTE every 10 days to address any
208 issues. One large palm tree at the entrance must be replaced next year so the cost should be
209 factored into the Fiscal Year 2023 budget.

210 The Board acknowledged the positive changes over last year. Mr. Rom agreed and
211 stated that Mr. Hills is always responsive and addresses matters expeditiously, specifically when
212 the CDD's insurance provider, Egis, identified two minor items on the playground that needed
213 repair and signage around the playground and the ponds. Mr. Hills stated that about \$2,000 to
214 \$3,000 for signage should also be built into the Fiscal Year 2023 budget, as the same size signs
215 will need to be installed at The Palms next year.

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

217 • **NEXT MEETING DATE: November 18, 2021 at 1:30 P.M.**

218 ○ **QUORUM CHECK**

219 The next meeting will be held on November 18, 2021, unless cancelled.

220

221 **EIGHTH ORDER OF BUSINESS**

Board Members' Comments/Requests

222

223 Mr. Tyree directed Mr. Earlywine to prepare a bond issuance on the 225 lots in the next
224 two phases, Phases 2A and 2B adjacent to Botanica Boulevard to Old Melbourne Highway, for
225 which an Engineer's Report would be needed. Ms. Cerbone confirmed that the estimated final
226 phase number of lots is 1,143 units. It was noted that the footages may vary.

227

228 **NINTH ORDER OF BUSINESS**

Public Comments

229

230 There were no public comments.

231

232 **TENTH ORDER OF BUSINESS**

Adjournment

233

234 There being nothing further to discuss, the meeting adjourned.

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<p>On MOTION by Ms. Bronson and seconded by Mr. Madison with all in favor, the meeting adjourned at 2:14 p.m.</p>
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Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

17D

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

*Johnston's Surveying, Inc., 900 Cross Prairie Parkway (formerly 900 Shady Lane),
Kissimmee, Florida 34744*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2021	Regular Meeting	1:30 PM
November 18, 2021 CANCELED	Regular Meeting	1:30 PM
December 16, 2021 CANCELED	Regular Meeting	1:30 PM
January 20, 2022	Regular Meeting	1:30 PM
February 17, 2022	Regular Meeting	1:30 PM
March 17, 2022	Regular Meeting	1:30 PM
April 21, 2022	Regular Meeting	1:30 PM
May 19, 2022	Regular Meeting	1:30 PM
June 16, 2022	Regular Meeting	1:30 PM
July 21, 2022	Regular Meeting	1:30 PM
August 18, 2022	Public Hearing & Regular Meeting	1:30 PM
September 15, 2022	Regular Meeting	1:30 PM