

HARMONY WEST

COMMUNITY DEVELOPMENT

DISTRICT

March 21, 2024

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

March 14, 2024

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 March 21, 2024 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Pool Approval [2668 Swooping Swallow]
4. Discussion/Consideration: Buck Lake Related Items
 - A. March 16, 2023 Buck Lake Committee Meeting Minutes
 - B. Bio-Tech Consulting Inc., Proposal No. ____ for Environmental Services
 - C. Cost Details
5. Ratification Items
 - A. Proposal #74950 (Supply/Install Mulch in CDD Common Planting Areas (Phase One)
 - B. Lake Pros, LLC Second Amendment to Agreement for Aquatic Maintenance Services
 - C. Allsmiths, LLC Agreement for Services [Bridges]
 - D. United Land Services Second Amendment to Landscape & Irrigation Services Agreement
6. Acceptance of Unaudited Financial Statements as of January 31, 2024
7. Approval of January 18, 2024 Regular Meeting Minutes
8. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - 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: April 18, 2024 at 10:30 AM


- QUORUM CHECK

SEAT 1	SHELLEY KAERCHER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3	AYDEN WILLIAMS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5	ROGER VAN AUKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

- 9. Board Members' Comments/Requests
- 10. Public Comment
- 11. Adjournment

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

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS & STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT CODE: 528 064 2804

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

3

Harmony West Homeowners Association

c/o Association Solutions, 811 Mabbette Street, Kissimmee, FL 34741
Telephone Number: 407-847-2280 Email Address: info@myhoasolution.com
Website: www.myhoasolution.com

December 28, 2023

Kimberly Ann Gallagher, Peter James
Gallagher
2668 Swooping Sparrow Drive
St Cloud FL 34773
United States

Re: 2668 Swooping Sparrow Drive

Approval For Pool and Deck Installation within Your Fenced In Yard

Dear Kimberly Ann Gallagher, Peter James Gallagher

Harmony West Homeowners Association has approved your above request as set out below:

To install an in-ground pool and paved deck in your fully fenced in back yard, as per your attached application, but ensuring that you adhere to all the conditions listed in this letter and the attached Community Standard pages.

IMPORTANT: If your contractor needs access to your lot via the Harmony CDD land at the back of your yard, you must contact Harmony West CDD to obtain their written approval prior to work commencing

Approval by the community means you can proceed with the request you submitted, subject to any conditions noted below:

Pool equipment must be out of view.

Project cannot be wider than your home.

Please ensure that the project does not cause drainage issues for yourselves or your neighbors.

The project must be in compliance and remain in compliance with all County and State Safety and Building Codes.

You must obtain written permission from neighboring homes if you need to access their lots.

Our approval is only based on the aesthetics of your proposed change. This approval should not be taken as any certification as to the construction worthiness or structural integrity of the project.

Please be aware that you are responsible for contacting the appropriate utility companies, if you are carrying out any type of digging. You are also responsible for any applicable County/City permits.

Once your project is completed, please send a photo of the completed project to info@myhoasolution.com. Please title your email Project Completed – “*your property address*”. This will finalize your approval process.

Thank you for your cooperation in submitting this request.

Sincerely

On behalf of Harmony West Homeowners Association

3.43 Security Lighting

Security lights mounted on the home are permitted under the following conditions: Homeowner shall obtain and pay for all permits if required by local authority having jurisdiction. Security lights shall be of the simple lamp holder type and not a decorative luminary. Mount holder to the metal soffit under the eave or rake on the roof. Wall mounting not permitted. Maximum of two lamps per holder in any one location. Maximum of four locations on home. Maximum wattage per lamp shall be 150 incandescent. Lamps shall be aimed so as not to illuminate neighbor's homes. Lights shall be turned on by means of a motion detector or other security breach detector. Security Lights may not be left on throughout the night. Homeowner may have to remove if the lighting becomes a nuisance to neighboring properties. Lights cannot bleed into neighbor's yard. Security cameras are permitted, however, they cannot be pointed onto a neighboring property.

3.44 Signs and Flags

No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Harmony West, including without limitation, any Home or Lot, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4') by six feet (6').

3.45 Solar Heating Equipment

The addition of any solar heating equipment must be reviewed and approved by the ARB. Solar heating equipment may not be visible from the front of the home.

3.46 Sports Equipment

No recreational, playground or sports equipment shall be installed or placed within or about any portion of Harmony West without prior written consent of the ARB. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ARB. Tree platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

3.47 Swimming Pools, Spas, Whirlpools, and Hot Tubs

No above ground pools shall be permitted. All in-ground pools, Hot tubs, spas and appurtenances installed shall require the prior written approval of the ARB. Pools with fiberglass shells are prohibited. The design must incorporate, at a minimum, the following: (I) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ARB; (iii) pool cages must be of a design, color and material approved by the ARB; and (IV) pool cages shall in no event be higher than the roof line of the Home. Pool cages shall not extend beyond the sides of the Home. All pools shall be adequately maintained and chlorinated (or cleaned with similar

treatment). Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within Harmony West or adjoining properties.

3.48 Substances and Fuel

No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Harmony West or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ARB.

3.49 Temporary Storage Containers

Only one POD unit or other temporary storage containers are allowed at a residence no longer than 10 days and must not be placed where it interferes with the sidewalk or roadway. Residents wishing to have a temporary storage container must notify the Management Company when the container will arrive and be picked up. Extensions to the 10-day period will be considered on a case by case basis.

3.50 Temporary Structures

No structure of a temporary character, trailer, tent, or other building is permitted. Pop-up Canvas type tents or gazebos are permitted only when in use (for events, parties, gatherings) and may not be stored in yards. Residents wishing to have a temporary structure must notify the Management Company when the structure will arrive and be picked up.

3.51 Towing

Subject to applicable laws and ordinances, any vehicle parked in violation of these and other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period.

3.52 Trailers

Trailers (flat bed, horse, motorcycle, boat, RVs, etc.) are not permitted in public view in Harmony West. Trailers must be stored in garages and garages must remain closed.

3.53 Trampolines

Trampolines require ARB approval. They must be placed within the boundary of the two side walls of the home, located in the rear of a home, must have a fenced yard, and must not be visible from any street.

3.54 Trespassing

Architectural Review Application

Name: Kimberly

Phone: 7722090685

Email: kimgal82@comcast.net

Home Type: Single Family Home

Today's Date: 12/05/23

Community: Harmony West

Property Address: 2668 Swooping Sparrow Dr

Project Type: Swimming Pool/Spa/Hot Tub

Info Required #1: Please attach a full scope of work from the Contractor. This Scope of Work/ Proposal must supply all information showing type, measurements, drawings and all other relevant information. Your Contractor must be licensed and insured as per the requirements of the State of Florida.



Contractors Proposal



Example Screen Image

Info Required #2: Please attached your Property Survey clearly marking where your Swimming Pool will be constructed. All Markings need to be clearly marked with Extensions.



Marked Survey

Info Required #3: Please provide an explanation of the Swimming Pool Project that will be taking Place:

Last year, I lost my right leg due to an accident at the elementary school where I was a first-grade teacher. This pool will have equipment for me to continue my physical and emotional therapy. This small pool will have equipment for strengthening my arm and leg muscles. It will also provide a device where I can swim in place.

6808
C K

From: Kimberly Gallagher <kimgal82@icloud.com>
Sent: Thursday, October 12, 2023 11:14 AM
To: info myhoasolution.com
Subject: Pool

Follow Up Flag: Follow up
Flag Status: Completed

My name is Kim Gallagher, and I live at 2668 Swooping Sparrow Drive in Harmony West. I lost my leg due to an accident at the elementary school where I taught. When my husband and I purchased our home, we were told that I could install a pool that I need for therapy. Since we moved in, a fence was installed by the developer along our property line and Botanic. I am having pool installers come out to give me a quote, and was told that there isn't enough room for a bulldozer to access the backyard by going down the sides of the house. If the pool company has to use a smaller piece of equipment, it will increase the cost by \$10,000. Therefore, I am asking permission for a fence company to remove and reinstall two pieces of fence and one post. Enclosed are pictures of the survey and of the actual fence. Thank you for your consideration and look forward to hearing from you soon. Sincerely, Kim Gallagher.

By signing this document I acknowledge that projects cannot be started until I have received an Approval. We have 30 days to respond with an Approval or Denial from the date that this document has been e-signed and returned. Failure to not provide correct information or require extra information will reset the 30 day response period. Please check with your local County if Permits are required. Any Projects not completed within 90 days of Approval will need to reapply for approval.

Sign Here:

Kimberly A Gallagher

Kimberly A Gallagher (Dec 5, 2023 22:51 EST)

ARC - Swimming Pool 2668 Swooping Sparrow

Final Audit Report

2023-12-06

Created:	2023-11-17
By:	Heidi Adler (Heidi@myhoasolution.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoZrGMnUK-gg2jcvTVwbKPh8jWX1ykYsY

"ARC - Swimming Pool 2668 Swooping Sparrow" History

-  Document created by Heidi Adler (Heidi@myhoasolution.com)
2023-11-17 - 8:00:49 PM GMT - IP address: 71.43.5.178
-  Document emailed to kimgal82@comcast.net for signature
2023-11-17 - 8:01:41 PM GMT
-  Email viewed by kimgal82@comcast.net
2023-11-27 - 3:31:58 AM GMT - IP address: 96.118.137.226
-  New document URL requested by kimgal82@comcast.net
2023-11-27 - 3:32:02 AM GMT - IP address: 70.126.160.158
-  New document URL requested by kimgal82@comcast.net
2023-11-29 - 7:45:42 PM GMT - IP address: 216.82.55.15
-  Email viewed by kimgal82@comcast.net
2023-11-29 - 8:11:01 PM GMT - IP address: 96.117.87.88
-  Signer kimgal82@comcast.net entered name at signing as Kimberly A Gallagher
2023-12-06 - 3:57:02 AM GMT - IP address: 70.126.160.158
-  Kimberly A Gallagher (kimgal82@comcast.net) uploaded the following supporting documents:
 -  Contractors Proposal
 -  Example Screen Image
 -  Marked Survey2023-12-06 - 3:57:04 AM GMT
-  Document e-signed by Kimberly A Gallagher (kimgal82@comcast.net)
Signature Date: 2023-12-06 - 3:57:04 AM GMT - Time Source: server - IP address: 70.126.160.158
-  Agreement completed.
2023-12-06 - 3:57:04 AM GMT



The Difference is in the Details



Clients Name	Kim Gallagher
Address	2668 Swooping Sparrow Dr
City, Zip	St Cloud, FL 34773
Home Phone #	
Cell Phone #	772-209-0685
Email	kinga82@comcast.net
Lot #	Lot 62
Subdivision	Villages of Harmony PH-2A
Designer	Gabriel Willis
Proposal Date	11/29/2023

Standard Options Included With Every Pool Package

- | | |
|--|--|
| <ul style="list-style-type: none"> Standard Depth 3' to 5' All plans & drawings All necessary permits Removal of sod from pool & deck site with normal grading Dewatering with 7 yard allowance for rock Steel reinforced shell engineered for pool requirements Hayward 12v White LED Pool Light (3 yr warranty) One skimmer, 2 Paramount SDX main drains & 3 returns Pool deck (2 yr settling warranty on paver deck) 6 X 6 waterline tile (2 yr warranty) | <ul style="list-style-type: none"> Hayward 200 Cartridge Filter (3 yr warranty) Inline chlorinator / erosion feeder Hayward MaxFlo Variable Speed Pump (3 yr warranty) Electrical hook up with pre-wire service (within 30 feet) One set shallow end steps and deep end swimout bench Universal Mini Pebble pool interior (10 yr warranty) Standard pool maintenance kit Complete job site cleanup & sidewalk repair (if necessary) Initial start up with owner instructions (Pool School) Lifetime structural shell & underground plumbing warranty |
|--|--|

Options Included with Pool Quote

<input checked="" type="checkbox"/> Pool Dimensions: 24.4x8 Pool Area: 195	<input checked="" type="checkbox"/> Deck Dimensions: 14.5x29.9 Deck Area: 255
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 65LF of Base 6x6 Tile <input checked="" type="checkbox"/> 1 bubbler on Top Step <input checked="" type="checkbox"/> 1 umbrella Sleeve on top step <input checked="" type="checkbox"/> 4 Work out anchors around pool <input checked="" type="checkbox"/> 1 set of Work out bands for the anchors <input checked="" type="checkbox"/> 1415F of Paint only existing Lanai Deck <input checked="" type="checkbox"/> 255SF of Texture and deck around Pool <input checked="" type="checkbox"/> 65LF of Cantilever Pool coping <input checked="" type="checkbox"/> 59LF of Standard Deck Footer <input checked="" type="checkbox"/> 30LF of Standard Deck Drainage between house and pool <input checked="" type="checkbox"/> ECO Floor Jet System with 3 heads <input checked="" type="checkbox"/> Tier 3 Wetedge pebble interior with Lifetime Warranty <input checked="" type="checkbox"/> 24LF of Child Safety Fence <input checked="" type="checkbox"/> 2 battery Powered Window Alarms 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> One @ 5' 2 bend Deck to Step Railing <input checked="" type="checkbox"/> 1 remove & Replace section of fence for access to backyard <input checked="" type="checkbox"/> Cut and cap Irrigation only <input checked="" type="checkbox"/> Upgraded Standard LED light To Color <input checked="" type="checkbox"/> 183LF of Tan Vinyl Fence installed <input checked="" type="checkbox"/> 2 @ 72" Self Closing Gates one on each side of the house <input checked="" type="checkbox"/> Stand alone 40k Salt Cell

NOTES:

- _____ Does not include raised beams, retaining walls or turndowns for yard elevations unless specified above.
- _____ Does not include special grading and/or land fill considerations
- _____ Does not include cost related to or connection fees for gas heaters or fire features
- _____ Does not include landscaping, stump/tree removal, sod replacement, irrigation cut-cap or repair and re-routing of irrigation
- _____ Homeowner will be responsible for obtaining HOA/ARB approval prior to commencement of construction of pool
- _____ Homeowner will be responsible for cost related & coordination to A/C removal in access path with A/C company if required

By signing below owner accepts proposal & request a Contract for construction of new pool to be executed between Premier Pools of Central Florida, Inc. and homeowner

Total Investment: \$ 79,880.00
 End of Year Discount \$ 12,780.00
 Net Investment: \$ 67,100.00

This Quote Will Expire On 12/6/2023

This quote is subject to a property inspection to verify if a turndown or a raised beam may be required at customers expense.
 *Trademark Premier Pools of Central Florida • 4572 N. Palmetto Avenue • Winter Park, Florida 32792 • 407-696-4744
 Certified Residential Pool Contractor License # CPC056822



PREMIER POOLS
PREMIER POOLS


**Premier
Pools**
Of Central Florida, Inc.



OF CENTRAL FLORIDA, INC.
WWW.PREMIERPOOLSOFCENTRALFL.COM

artistic conception

 Pool Studio



Premier Pools | *Gabriel Willis*

Kim Gallagher

artistic conception

 Pool Studio



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artistic conception

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Kim Gallagher



The Difference is in the Details



Clients Name	Kim Gallagher
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Options Included with Pool Quote

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Total Investment	\$	79,880.00
End of Year Discount	\$	12,780.00
Net Investment	\$	67,100.00

X _____

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*Trademark Premier Pools of Central Florida • 4572 N. Palmetto Avenue • Winter Park, Florida 32792 • 407-696-4744

Certified Residential Pool Contractor License # CPC056822



artistic conception

 Pool Studio



Premier Pools | *Gabriel Willis*
Kim Gallagher

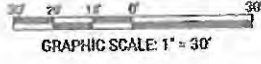
artistic conception

Pool Studio



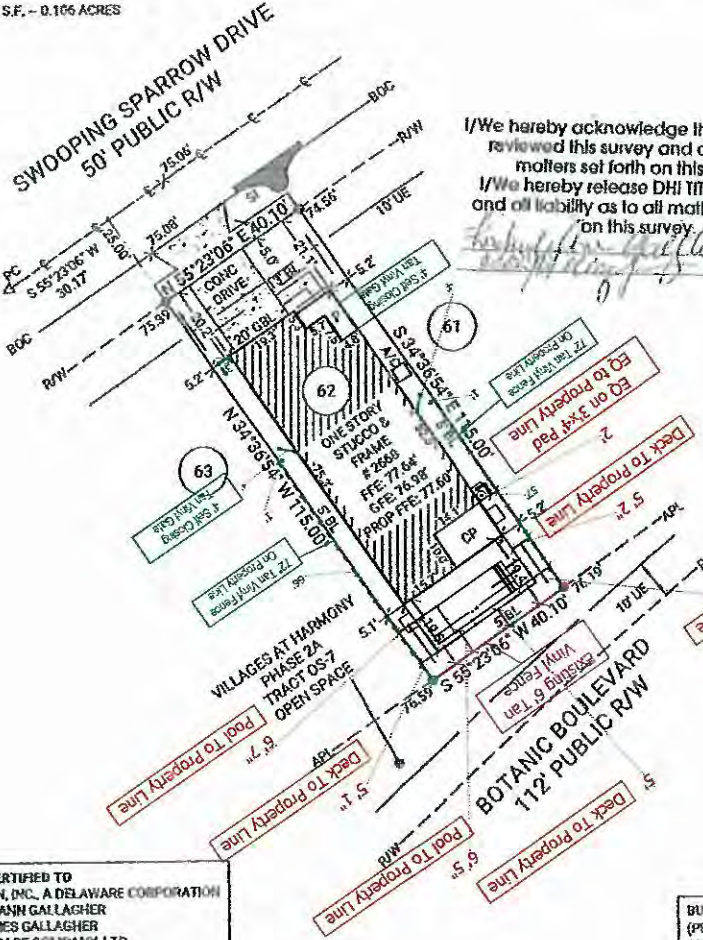
Premier Pools | *Gabriel Willis*
Kim Gallagher

ADDRESS: 2668 SWOOPING SPARROW DRIVE
 BEING LOT 62 ACCORDING TO THE PLAT OF VILLAGES AT HARMONY PH: 2A,
 RECORDED IN PLAT BOOK 32, PGS 140-153 OF THE PUBLIC RECORD OF GEORGIA
 COUNTY, FLORIDA.
 AREA: 4,612 S.F. - 0.106 ACRES



I/We hereby acknowledge that I/we have reviewed this survey and approve all matters set forth on this survey.
 I/We hereby release DHI TITLE from any and all liability as to all matters reflected on this survey.

Handwritten signature



SURVEY CERTIFIED TO
 DR HORTON, INC. A DELAWARE CORPORATION
 KIMBERLY ANN GALLAGHER
 PETER JAMES GALLAGHER
 DHI MORTGAGE COMPANY, LTD.
 DHI TITLE OF FLORIDA, INC.
 DHI TITLE INSURANCE COMPANY

BUILDING SETBACKS:
 (PER CONSTRUCTION PLANS)
 FRONT (STRUCTURE): 13'
 FRONT (GARAGE): 20'
 FRONT (PORCH): 5'
 SIDE: 5'
 CORNER (STRUCTURE): 10'
 CORNER (PORCH): 5'
 REAR: 5'

- GENERAL NOTES**
- * Bearings shown hereon are based on the Plat provided to Carter and Clark.
 - * Elevations shown hereon are based on the construction plans provided to Carter and Clark. Vertical Datum: NAVD 88.
 - * This property lies within flood zone "X" according to FEMA FIRMA# 11097CD2050, effective on 06/12/2013.
 - * This plat has been calculated for closure and is found to be accurate within one foot in 10,000+ feet.

PT	Point of Tangency	PCD	Prop Curve Data	GSL	Garage Building Line	○	Rebar to be set
SI	Streamside Inlet	CP	Covered Patio	BL	Building Line	⊙	Set Rebar (L.B.#0075)
PC	Point of Curvature	CFE	Garage Floor Elevation	RAW	Right of Way	⊗	Found Rebar (L.B.#0064)
A/C	Air Conditioning	DE	Drainage Easement	SF	Square Feet	△	Found Mag Nail (L.B.#0044)
CONC	Concrete	UE	Utility Easement	APL	Approximate Property Line	—	Not To Scale
P	Porch	PROJ	Proposed	BOC	Back of Curb	—	Drainage Plan
PAT	Patio						





Approved
Right-Of-Way
U24-000157

2/19/2024
Public Works

2/19/2024 1:29:06 PM

General Conditions

PUBLIC WORKS

GENERAL CONDITIONS

- 1.IT IS THE APPLICANT'S RESPONSIBILITY TO SECURE THE PROJECT SITE DURING CONSTRUCTION TO PREVENT TRESPASSING OF UNAUTHORIZED PEDESTRIANS AND /OR VEHICLES IN ALL WORK AREAS.
- 2.THE CONTRACTOR SHALL POST SIGNS, CONSTRUCTION BARRIERS OR IMPLEMENT OTHER METHODS NECESSARY TO CONTROL ACCESS FROM THE COUNTY RIGHT OF WAY.
- 3.THE APPLICANT IS RESPONSIBLE FOR ANY DAMAGE TO SIDEWALKS, CURBS AND ASPHALT ALONG BOTANIC BLVD. CAUSED FROM CONSTRUCTION ACTIVITY. ALSO, IT IS THE APPLICANT'S RESPONSIBILITY TO KEEP THE OVERALL AREA CLEAN INCLUDING LOCAL STREET FROM CONSTRUCTION MATERIALS DEBRIS INCLUDING ADJACENT LANDSCAPE COMMONS AREAS.



Approved
Right-Of-Way
02/09/2023

CUSTOMER: Kim Gallagher
STREET: 2668 Swooping Sparrow Dr
CITY: St Cloud **ZIP:** 34773
CELL#: 772-209-0685 **CELL #:**

SUBDIVISION: Villages @ Harmony
COUNTY: Osceola
LOT #: 62 **BK:** 32 **PG:** 148-153
EMAIL: kimgal82@comcast.net



Premier Pools of Central Florida
4572 N. Palmetto Drive
Winter Park, FL.
LIC#: CPC056822
407-696-4744
www.premierpoolsfcfl.com

JOB #: 2023109

SUPER:HAL

POOL SPECS

STYLE: Custom
PERIMETER: 65 LF AREA: 195 SF
WIDTH: 8' 0" LENGTH: 24' 4"
DEPTH: 2' 6" X 4' 0"
M.D.: 2 - 2.5" (SDX) RTNS: 3 floor / 2 wall
SKIM: 1 - 2" LIGHT: 12v ColorLogic
DOUBLE STEEL: N/A P.C.: Plumb in
BEAM: 6" GALLONS: 4,087
NOTES:
. Bubbler & Umbrella Sleeve on top step

TILE & FEATURE SPECS

+6": --- +12": --- +18": ---
BUBBLER: (1) on top step
NOTES: 65 LF Face Tile
. Artisan Handrail from deck to pool floor

DECK SPECS

TYPE: Acrylic Deck w/ Cantilever Coping
DIMENSION: 14' x 29' 10" AREA: 260 SF
FOOTER: N/A COPING: 65 LF
DECK DRAIN: 30 LF CONC. RISER: N/A
LANAI: 141 (Paint only) SAFETY FENCE: 22 LF
TURN DOWN DECK EDGE:
6": --- 12": --- 18": ---
24": --- 30": --- 36": ---
NOTES: Anchors set into deck per plan

SITE SPECIFICATIONS

DIG TYPE: Dig & Haul
ELEVATION: -3" from -0" YDS: 13
NOTES:

NOTES

- . BZ: Remove / reinstall fence for access
- . Everblades: Cut / Cap irrigation before start
- . (4) Anchors for workout bands

SCREEN SPECS

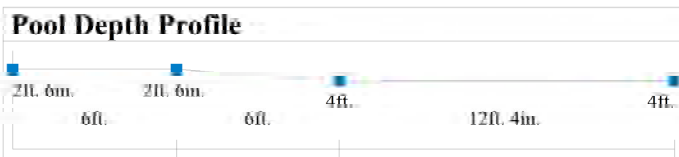
ROOF SF: _____ TYPE: _____
WALL SF: _____ WALL HGT: _____
SCREEN FRAME COLOR: **N/A**
NOTES:

FENCE SPECS

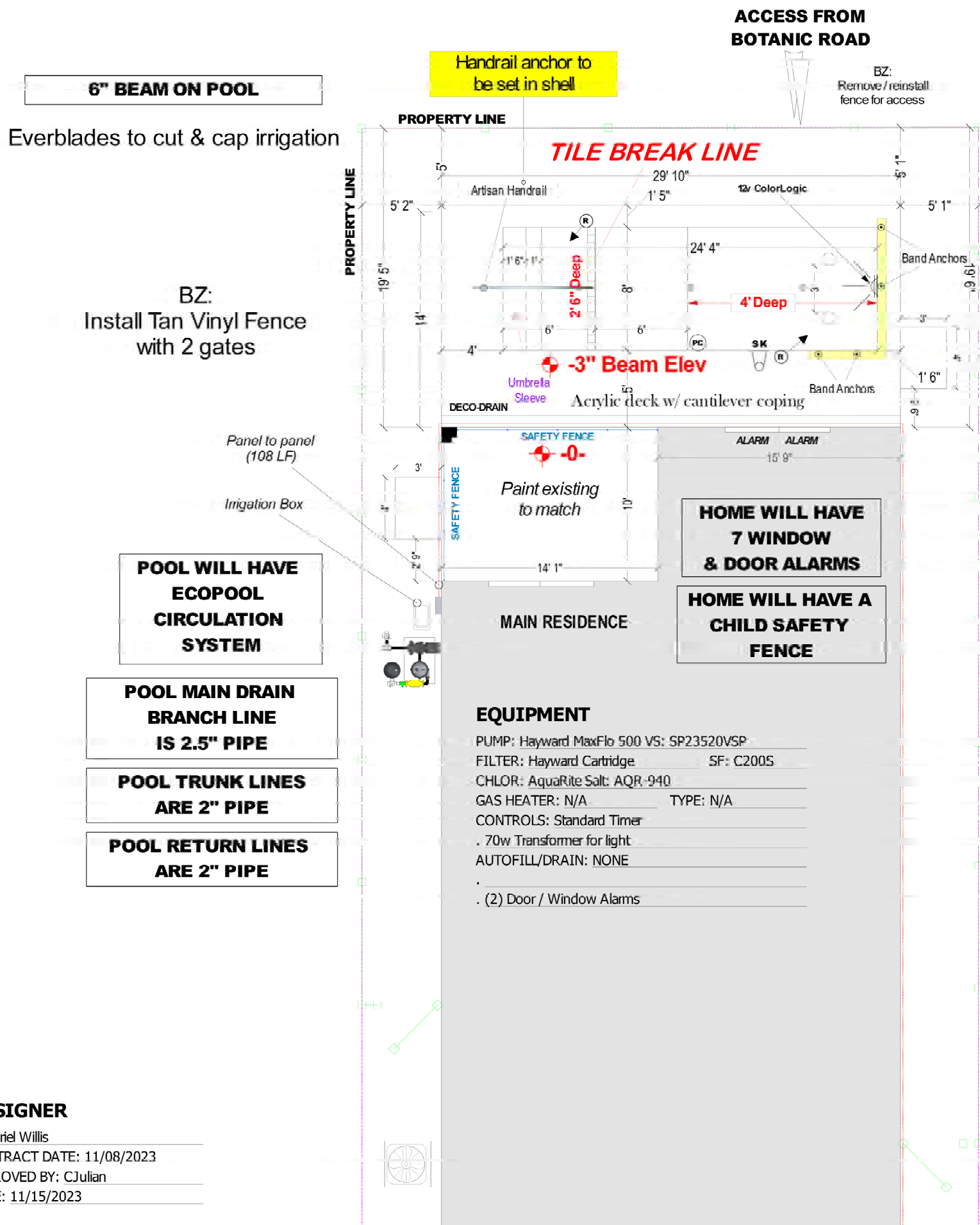
TYPE: Vinyl HGT: 72"
LENGTH: 131 LF COLOR: Tan
GATES: (2) Self-Closing / Self-Latching
NOTES:

COLOR SELECTIONS

POOL: WetEdge Signature Matrix: Brilliant Blue
TILE: Waves Cobalt
GLASS: _____
GROUT: Natural Gray
STEP TILE: Glass Tile
PTRN: 2" Stripes (16 LF)
DECK COLOR: Moonlight Mist
DECK PTRN: Texture / Paint
COPING: Cantilever
FLOORHEAD: SDX / ECO: Light Blue



ORIGINAL 11/15/2023
REV: 12/13/23 - Set elevation



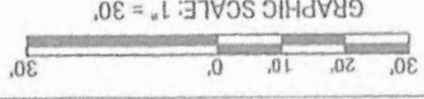
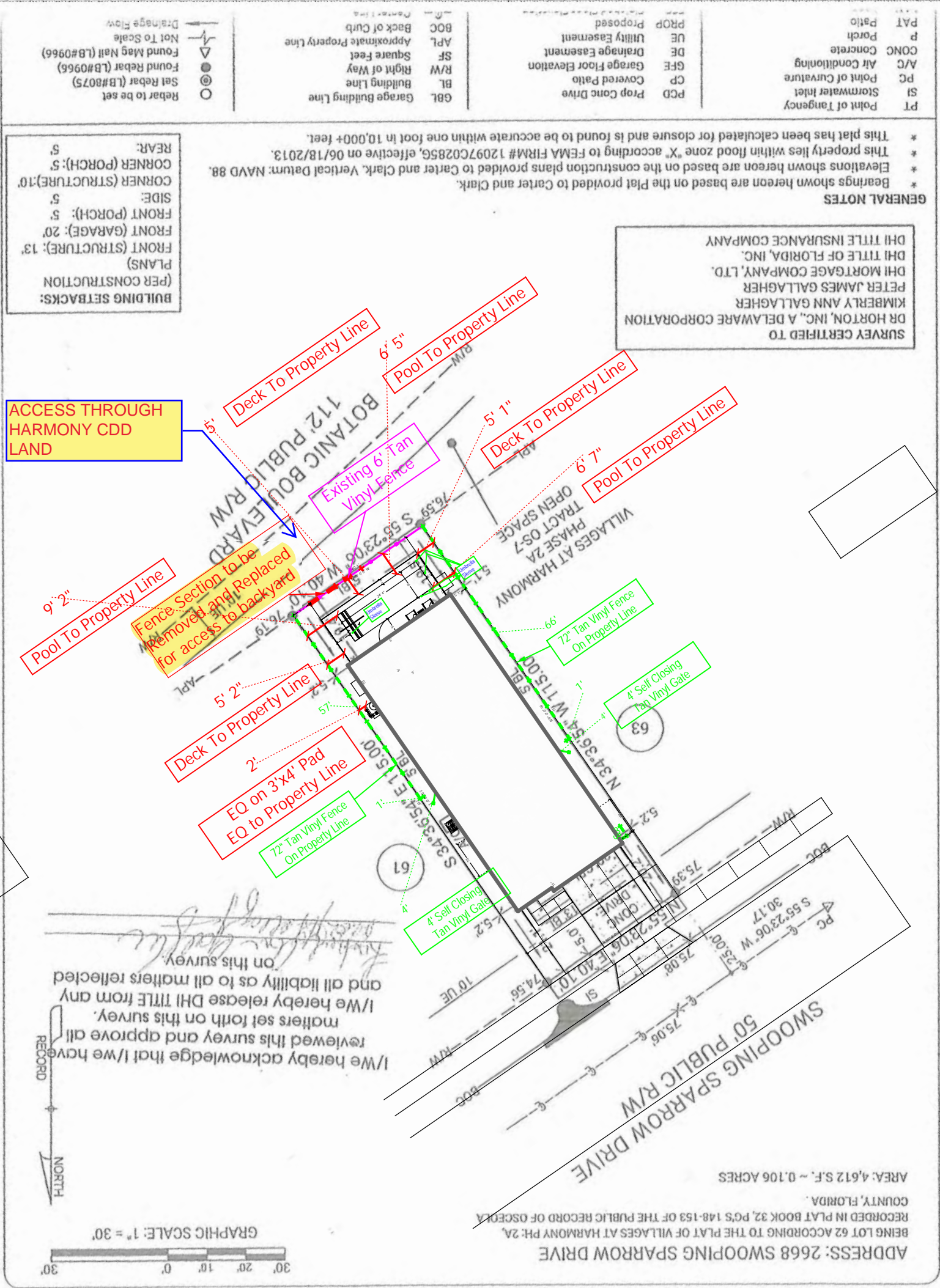
DESIGNER

. Gabriel Willis
CONTRACT DATE: 11/08/2023
APPROVED BY: CJulian
DATE: 11/15/2023

Scale: 1/8" = 1 ft



Approved
Right-Of-Way
U24-000157
2/19/2024
Public Works



I/We hereby acknowledge that I/we have reviewed this survey and approve all matters set forth on this survey. I/We hereby release DHI TITLE from any and all liability as to all matters reflected on this survey.

ADDRESS: 2668 SWOOPING SPARROW DRIVE
BEING LOT 62 ACCORDING TO THE PLAT OF VILLAGES AT HARMONY PH. 2A, RECORDED IN PLAT BOOK 32, PGS 148-153 OF THE PUBLIC RECORD OF OSCEOLA COUNTY, FLORIDA.
AREA: 4,612 S.F. ~ 0.106 ACRES

BUILDING SETBACKS:
(PER CONSTRUCTION PLANS)
FRONT (STRUCTURE): 13'
FRONT (GARAGE): 20'
FRONT (PORCH): 5'
SIDE: 5'
CORNER (STRUCTURE): 10'
CORNER (PORCH): 5'
REAR: 5'

GENERAL NOTES
* Bearings shown hereon are based on the Plat provided to Carter and Clark.
* Elevations shown hereon are based on the construction plans provided to Carter and Clark. Vertical Datum: NAVD 88.
* This property lies within flood zone "X" according to FEMA FIRM# 12097C0285G, effective on 06/18/2013.
* This plat has been calculated for closure and is found to be accurate within one foot in 10,000+ feet.

SURVEY CERTIFIED TO
DR HORTON, INC., A DELAWARE CORPORATION
KIMBERLY ANN GALLAGHER
PETER JAMES GALLAGHER
DHI MORTGAGE COMPANY, LTD.
DHI TITLE OF FLORIDA, INC.
DHI TITLE INSURANCE COMPANY

PT	Point of Tangency	PCD	Prop Conc Drive	GBL	Garage Building Line
SI	Stormwater Inlet	CP	Covered Patio	BL	Building Line
PC	Point of Curvature	GFE	Garage Floor Elevation	R/W	Right of Way
A/C	Air Conditioning	DE	Drainage Easement	SF	Square Feet
CONC	Concrete	UE	Utility Easement	APL	Approximate Property Line
P	Porch	PROP	Proposed	BOC	Back of Curb
PAT	Patio				

○	Rebar to be set	○	Set Rebar (LB#8075)
●	Found Rebar (LB#0966)	○	Found Rebar (LB#8075)
△	Found Mag Nail (LB#0966)	○	Found Rebar (LB#8075)
▽	Not To Scale	○	Found Rebar (LB#8075)
→	Drainage Flow	○	Found Rebar (LB#8075)

**LICENSE AGREEMENT FOR ACCESS
(POOL CONSTRUCTION)**

This License Agreement for Access ("**Agreement**") is entered into as of this ____ day of _____, 2024, by and among **Kimberly Ann Gallagher and Peter James Gallagher** (together, "**Owner**") and the Harmony West Community Development District ("**CDD**"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, the Owner is the owner of Lot 62 ("**Lot**"), as per the plat of VILLAGES AT HARMONY PHASE 2A, which is recorded in Plat Book 32, pages 148 to 153, of the Public Records of Osceola County, Florida;

WHEREAS, the Owner desires to construct a pool ("**Project**") in the backyard of the Lot and requires access through Tract OS-7 ("**License Area**"), as per the plat of VILLAGES AT HARMONY PHASE 2A, which is recorded in Plat Book 32, pages 148 to 153, of the Public Records of Osceola County, Florida;

WHEREAS, the Owner would use the License Area to bring materials for the pool construction from the rights-of-way adjacent to the License Area, through the License Area, and to the Lot;

WHEREAS, due to the CDD's legal interests in the License Area, among other reasons, Owner requires the CDD's consent before accessing the License Area; and

WHEREAS, the CDD has agreed to consent to the Owners' use of the License Area, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License of Access.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to access the License Area and for the sole purpose of bringing materials for the pool construction from the rights-of-way adjacent to the License Area, through the License Area, and to the Lot (see **Exhibit A** for proposed route) ("**License**"). The License Area shall not be used for staging the Project, and the Owner shall use the License Area in a manner that will allow for the transfer of the necessary materials for the pool construction but will cause the least amount of damage and use of the License Area.

3. **Owner Responsibilities.**

a. **Deposit.** Prior to commencing the Project and accessing the License Area, the Owner shall provide the District with the sum of Two Thousand Dollars (\$2,000.00), which shall serve as a deposit ("**Deposit**").

b. **Duration of Use; Termination.** Owner shall provide a detailed construction schedule to the District, and shall provide written notice to the District prior to using the License Area.

The License granted herein shall terminate upon the earlier of: (1) 5 days from the date Owner provides notice of intent to use the License Area pursuant to the preceding sentence, or (2) 30 days from the execution of this Agreement.

- c. **Damage.** The Owner shall use all due care to protect the License Area and adjoining property from damage resulting from Owner's Project and use of the License Area. In the event that Owner, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the License Area or to adjacent property or improvements in the exercise of the License rights granted herein, Owner, at Owner's sole cost and expense, agrees to promptly commence and diligently pursue the restoration ("**Restoration Work**") of the License Area, adjoining property and/or the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, replacement and/or repair of any sod, irrigation, landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.
- d. **Project Completion.**
 - i. Upon completion of the Project, the Owner shall notify the District in writing, and cooperate with the District in conducting an inspection of the License Area within three business days after the completion of the Project.
 - ii. After the inspection of the License Area, and at the District's request, the Owner shall perform the Restoration Work at Owner's sole cost and expense, and to the District's satisfaction, within 30 days of the District's request. Alternatively, the District may in its sole discretion elect to perform the Restoration Work and charge the Owner for any cost and expense of the Restoration Work.
 - iii. The District may use the Deposit to pay for any Restoration Work conducted by the District, and shall, upon completion of the Restoration Work to the District's satisfaction, return any unused portion of the Deposit to the Owner or, if the cost of the Restoration Work incurred by the District is greater than the Deposit, shall use the Deposit money and charge the Owner for any shortfall.
- e. **Insurance.** Owner and/or any contractors/subcontractors performing work for Owner on the License Area shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, and shall be in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death, and property damage. The District shall be a named additional insured on any such policies, and the Owner shall provide copies of all applicable insurance certificates with policy endorsements evidencing the satisfaction of the requirements of this paragraph prior to commencing the Project and accessing the License Area.
- f. **Laws.** Owner shall access and install the License Area in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the use of the License Area. Any rights granted hereunder shall be exercised by Owner only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Owner shall not discharge into or within the License Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or

regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

- g. **Contractors and Subcontractors.** Owner shall cause its contractors and/or subcontractors performing work on the Project to comply with the requirements of this Agreement by incorporating Owner's obligations hereunder into any agreements with Owner's contractors and/or subcontractors.
- h. **Liens.** Owner shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the License Area or other District property in connection with the exercise of its rights hereunder.

4. **Indemnification.** Owner agrees to indemnify, defend and hold harmless the District and Forestar (USA) Real Estate Group, LLC, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

5. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

6. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

7. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Kimberly Ann Gallagher

Printed Name: _____

Address: _____

By: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by Kimberly Ann Gallagher. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT]

Witnesses:

Owner

By: _____

By: _____

Peter James Gallagher

Printed Name: _____

Address: _____

By: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by **Peter James Gallagher**. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT]

Witnesses:

**Harmony West
Community Development District**

By: _____

By: _____

Printed Name: _____

Chair of the Board of Supervisors

Address: _____

By: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by _____, as _____ of the Board of Supervisors of the Harmony West Community Development District, on behalf of said district. He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

Exhibit A



HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4A

DRAFT

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

The Members of Buck Lake Committee held a Meeting on March 16, 2023 at 10:00 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Daniel Rom	Harmony West CDD District Manager
Jere Earlywine (via telephone)	Harmony West CDD District Counsel
Teresa Kramer (via telephone)	Harmony CDD Representative
Jay Baker (via telephone)	Bio-Tech Consulting

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:36 a.m. Harmony CDD (HCDD) Board Member representative Teresa Kramer was attending via telephone. Harmony West CDD (HWCCD) Board Member representative Chris Tyree was not present.

Mr. Rom stated, in speaking with Mr. Tyree regarding his inability to join today’s meeting, Mr. Tyree authorized Mr. Rom to hold this meeting in his absence if the other Committee Member has no objection, given that neither of the Committee Members have decision-making authority.

Ms. Kramer felt that the meeting can proceed to allow discussion of each CDD’s position on the agenda items. If it appears that there is any conflict with the information relayed to Mr. Rom regarding the HWCCD’s positions or if an issue arises due to not having both Committee members present, another meeting can be scheduled.

SECOND ORDER OF BUSINESS

**Review of Minutes from March 17, 2022
Committee Meeting**

Mr. Rom stated the Committee Meeting Minutes were previously emailed to both Committee members. Ms. Kramer submitted edits, which are reflected in the enclosed redlined

35 version. It was agreed by the Committee that the minutes will be amended, placed in final form
36 and presented at the HWCDD and HCDD meetings for approval.

37

38 **THIRD ORDER OF BUSINESS**

**Review of Annual Meeting Committee
Items**

39

40

41 **A. Financial Activity for Fiscal Year 2023**

42 Mr. Rom stated Management Staff has been in discussion with the HCDD regarding the
43 Bio-Tech Consulting Inc. (Bio-Tech) invoices for Fiscal Year 2023. Monthly reports were
44 provided to the HCDD and Staff continues working together to discuss any potential record
45 conflicts pertaining to services.

46 Ms. Kramer stated the HCDD field staff is working closely with Bio-Tech and they were
47 updated about problems or delayed treatments. She will have field staff contact the Treatment
48 Coordinator, John A. Vance, to ensure that there are no boats in the lake when treatments are
49 done. Staff will confirm with Mr. Vance regarding the records. Asked about current HCDD Staff,
50 Ms. Kramer stated Brett is still on staff and Jason, the new District Field Manager, will email the
51 information to Mr. Vance. She was at the lake today and, in her opinion, it looked good; she
52 saw no Cuban bulrush or hyacinths. She thanked Bio-Tech for beautifying the lake.

53 Mr. Rom stated Mr. Mark Hills, the HWCDD Field Operations Manager, will also keep
54 track of Bio-Tech's services on Buck Lake. Mr. Baker will include Mr. Hills in the same
55 correspondence.

56 **B. Current Year Treatment Plans**

57 Mr. Rom stated the Treatment Plan was unchanged from the previous year.

58 Ms. Kramer stated she did not see any new aquatic plants or anything requiring
59 treatment. There was only one seasonal algae bloom. She voiced her opinion that the lake
60 appears healthy and seems to be doing well under the current treatment plan.

61 **C. Buck Lake Management Plan**

62 Mr. Rom stated the Buck Lake Management Plan was worked on extensively during the
63 last several years; no recommendations were received to change the Management Plan.

64 Ms. Kramer recommended keeping the current Management Plan in place.

65 **D. Buck Lake Policies**

66 Mr. Rom presented the HCDD & HWCDD Joint Policies, which were unchanged since the
67 previous year.

68 Ms. Kramer stated the HCDD has no recommendations or changes at this time.
69

70 **FOURTH ORDER OF BUSINESS**

**Evaluation of Maintenance Services for
Fiscal Year 2024**

71
72
73 Mr. Rom stated that the HWCDD recommends no changes to maintenance services for
74 Fiscal Year 2024.

75 Ms. Kramer agreed and stated monthly treatments will continue; the HCDD will pay half
76 of the \$1,200 per month for each treatment performed. She noted that Bio-Tech proposed
77 General Project Coordination services, in a not-to-exceed amount of \$1,750, and stated her
78 belief that the HCDD will approve that under the same conditions as previously, provided the
79 HCDD and HWCDD are in agreement prior to any expenditures of those funds.

80 Mr. Rom stated that is provided for in the existing Agreement.
81

82 **FIFTH ORDER OF BUSINESS**

Committee Comments/Requests

83
84 There were no Committee comments or requests.
85

86 **SIXTH ORDER OF BUSINESS**

**Next Meeting Date: March 21, 2024 at
10:00 A.M.**

87
88
89 The next meeting will be held on March 21, 2024 at 10:00 a.m.
90

91 **SEVENTH ORDER OF BUSINESS**

Adjournment

92
93 There being nothing further to discuss, the meeting adjourned at 10:14 a.m.
94
95
96

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

97

98

99

100

101

102 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4B



March 15, 2024

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

Proj: Harmony West Buck Lake - 2024 Maintenance
Re: Proposal for Environmental Services - (BTC Proposal No. 24-523)

Dear Daniel:

Bio-Tech Consulting (BTC) is pleased to provide this proposal for environmental services associated with Harmony West Buck Lake - 2024 Maintenance in Osceola County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

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

Regards,
Jay Baker
Director

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

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

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

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

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

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

407.894.5969
877.894.5969
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES
HARMONY WEST BUCK LAKE - 2024 MAINTENANCE
BTC PROPOSAL No. 24-523**

1. MAINTENANCE MONTHLY - LAKESHORES (75-10)

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

NOTES: \$1,300.00 per event for 12 months.

TOTAL PRICE: \$15,600.00

2. GENERAL PROJECT COORDINATION (65-0)

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

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

Bio-Tech Consulting
Time & Materials Schedule

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

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

MUTUALLY UNDERSTOOD AND AGREED:



John Miklos, President
Bio-Tech Consulting, LLC

March 15, 2024

Date

Authorized Signatory

Date

MANDATORY

Billing/Accounts Payable Contact:

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

Please check here if you prefer to receive a paper invoice

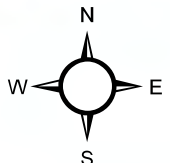
Landowner/Access Contact Information:

Name: _____
Phone: _____
Gate Code: _____
Access Point: _____
Tenants Present: _____
Other Relevant Information:



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

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



0 250 500 1,000
Feet

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

Bio-Tech Consulting, LLC
General Contract Conditions

SECTION 1: RESPONSIBILITIES

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

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

SECTION 2: STANDARD OF CARE

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

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

SECTION 3: SITE ACCESS AND SITE CONDITIONS

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

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

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

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

SECTION 5: BILLING AND PAYMENT

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

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

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

SECTION 6: OWNERSHIP OF DOCUMENTS

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

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

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

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

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

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

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

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

SECTION 8: RISK ALLOCATION

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

SECTION 9: INSURANCE

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

SECTION 10: DISPUTE RESOLUTION

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

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

SECTION 11: TERMINATION

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

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

SECTION 12: ASSIGNS

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

SECTION 13: GOVERNING LAW AND SURVIVAL

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

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

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

4C

Invoice

Invoice #: 175576
Invoice Date: 10/6/2023
Project Manager: JEB
Project #: 1277-01 Ha...
Contract #: 23-093

Bill To:

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

Project Name: Harmony West Buck Lake
 (23-093)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
8/25/2023	75-10	Monthly Maintenance - Lakeshores				1		
9/19/2023	75-10	Monthly Maintenance - Lakeshores				1		
	75-10	Monthly Maintenance - Lakeshores -	14,400.00	1,200.00	2,400.00	2	33.33%	2,400.00
		TOTAL						
	65-00	General Coordination	1,750.00	1,750.00	175.00	0	10.00%	0.00
		537.480						
		001						

We appreciate your business!

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

Invoice

Invoice #: 177495
Invoice Date: 12/19/2023
Project Manager: JEB
Project #: 1277-01 Har...
Contract #: 23-093

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

Project Name: Harmony West Buck Lake
 (23-093)

Terms: Net 30

Date	Item	Description	Rate	Qty	Total
10/31/2023	75-10	Monthly Maintenance - Lakeshores		1	
11/28/2023	75-10	Monthly Maintenance - Lakeshores		1	
	75-10	Monthly Maintenance - Lakeshores -	1,200.00	2	2,400.00
		TOTAL			
11/20/2023	65-00	General Coordination - Lynn Hayes-Inframark	175.00	0.5	87.50

We appreciate your business!

Current Charges	\$2,487.50
Payments/Credits	\$0.00
Invoice Total	\$2,487.50

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

5A



Proposal #74950

Date: 1/16/2024

John Borland

Customer:

[Empty box for Customer information]

Property:

Harmony West CDD
Botanic Blvd & Adler Rd
St Cloud, FL 34773

2024 Mulch Install

Supply and install mulch in all CDD common planting areas (phase one only) per contract

Default Group

\$28,560.00

Mulch Install

\$28,560.00

Mulch & Pine Straw Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Property Manager.
- b. Mulch will be installed at timeframe determined by Property Manager.
- c. Mulch type to be determined, installed 1x per year upon approval.
- d. Installation method to be determined by contractor, either bagged product or bulk install with blower truck.

PROJECT TOTAL: \$28,560.00

Terms & Conditions

By _____
John Borland

Date 1/16/2024
United Land Services

By Shelley Kaercher

Date 1/29/2024
Harmony West CDD

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

5B

SECOND AMENDMENT TO AGREEMENT FOR AQUATIC MAINTENANCE SERVICES

THIS AMENDMENT TO AGREEMENT FOR AQUATIC MAINTENANCE SERVICES (“Amendment”) is made and entered into, by and between:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located at c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

LAKE PROS, LLC, a Florida limited liability company, whose mailing address is 3885 Shader Road, Orlando, Florida 32808 (“**Contractor**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District and the Contractor previously entered into that certain *Agreement for Aquatic Maintenance Services*, dated November 23, 2023, as amended (“**Agreement**”); and

WHEREAS, the District has a need to retain an independent contractor to provide aquatic maintenance within and around the District, and the Contractor represents that it is qualified to provide such services to the District; and

WHEREAS, the District and the Contractor now desire to amend the Agreement to add an additional scope of services.

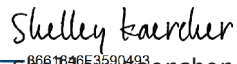
NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agrees as follows:

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Amendment.
- 2. ADDITIONAL SCOPE OF SERVICES AND COMPENSATION.** The parties agree that the Agreement is hereby amended to include the maintenance of an additional six ponds, as identified in **Exhibit A (“Scope of Services”)**. As compensation for the Scope of Services described in this Amendment in addition to the maintenance outlined in the Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**.
- 3. AFFIRMATION OF THE AGREEMENT; CONFLICTS.** The District and the Contractor agree that nothing contained herein shall alter or amend the parties’ rights and responsibilities under the Agreement, except to the extent set forth herein. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

- 4. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 5. **EFFECTIVE DATE.** This Amendment shall be effective after execution by both the District and the Contractor.

WHEREFORE, the parties below execute the *Second Amendment to Aquatic Maintenance Services Agreement* to be effective as of February, 2024.

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

DocuSign
Shelley
2001040
8661846E3590493
By: Shelley Kaercher
Its: Chair

LAKE PROS, LLC



By: Chad Bass
Its: Owner

EXHIBIT A: Additional Scope of Services

EXHIBIT A



January 22, 2024

Harmony West CDD

Contact: Mark Hills

Address: 811 Mabbette Street,

Kissimmee, FL 34741

Phone: (407) 480-4200

Email: info@myhoasolution.com

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

Maintenance Agreement—Lake Maintenance Service for two (2) ponds:

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

Monthly Lake Maintenance Ponds 13&15: \$225.00

Yearly Investment: \$2,700.00



3885 Shader Road, Orlando, Florida 32808

(407) 595-3648 www.lakepro.co

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

5C

AGREEMENT FOR SERVICES

This "Agreement" is by and between: **Harmony West Community Development District** ("District") and **Allsmiths LLC** ("Contractor"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in Exhibit A. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in Exhibit A. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as Exhibit B. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
12. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
13. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this document controls.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

HA

DocuSigned by:

Shelley Kaercher

Shelley Kaercher

By: _____

Its: Chair

ALLSMITHS, LLC



By: _____

BRIAN SMITH

Its: _____

OWNER

Exhibit A:

Proposal

Exhibit B:

Insurance Certificate with Endorsements

Exhibit A: Proposal

HWE Harmony West CDD

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

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

Estimate details
Estimate no.: 2224
Estimate date: 01/26/2024
Expiration date: 12/29/2023

#	Date	Product or service	SKU	Amount
1.		Maintenance Removal of three Harmony walking trail bridges, as per Mark Hills		\$15,740.00
		Bridge #1 - Dismantle entire 24ft bridge structure due to decay and damage - Dispose of all materials/debris \$2100.00		
		Bridge #2 - Dismantle entire 52ft bridge structure, including removal of metal mesh along sides - Disposal of all materials/debris \$5690.00		
		Bridge # - Dismantle entire 48ft bridge structure, including removal of metal mesh along sides - Access restrictions to Lily Pond requires intensive manual labor charges - Disposal of all materials/debris \$7950.00		
		FEES, MATERIALS AND LABOR		
			Total	\$15,740.00



Note to customer

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

Have a great day!
AtSmiths Services

Expiry date 12/29/2023

1/26/2024

Exhibit B: Certificate of Insurance

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

5D

SECOND AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This **SECOND AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT** ("**Amendment**") is made and entered into to be effective as of the 11th day of March, 2024, by and between:

Harmony West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Florida ULS Operating, LLC, d/b/a United Land Services, a Delaware limited liability company, whose address is 12276 San Jose Blvd., Suite 4, Jacksonville, Florida 32223 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, the Parties previously entered into that *Landscape & Irrigation Services Agreement* dated July 7, 2022, as amended on June 1, 2023 ("**Agreement**"); and

WHEREAS, the Parties now desire to amend the scope of services and compensation under the Agreement to add certain additional work;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties desire to amend the Agreement according to the following terms:

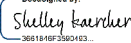
1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.

2. AMENDMENT. The Agreement continues to set forth the scope of services and compensation for the Work, provided however that the Agreement is hereby amended to include certain "**Additional Work**" and corresponding compensation pursuant to Sections 2 and 7 of the Agreement, and all as set forth in **Exhibit A**.

3. AGREEMENT IN EFFECT. This Amendment amends the Agreement only to the extent provided herein, and otherwise the Agreement remains in full force and effect and all of the terms of the Agreement apply to this Amendment.

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By: Shelley Kaercher
Its: Chair
Date: 3/14/2024

**FLORIDA ULS OPERATING, LLC d/b/a
UNITED LAND SERVICES**



By: JOHN BORLAND
Its: BRAKH MANKER
Date: 3.8.2024

Exhibit A: Supplemental Scope of Additional Services & Compensation

EXHIBIT A



SERVICES AGREEMENT ADDENDUM

This Services Agreement Addendum (the "Agreement") is entered into this 1 day of March, 2024 between Harmony West CDD and United Land Services. Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer.

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

INSERT SERVICES
Landscape maintenance, Agronomics and Irrigation inspections for Harmony West Phase 2C

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

INSERT ADDRESS Phase 2C—Barred Owl Ln.

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

Start Date of New Service 3-1-2023

Addendum Additional Pricing: Monthly \$4,100.50 Yearly \$49,206.00

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

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2024**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2024**

	General Fund	Debt Service Fund Series 2018	Debt Service Fund Series 2023	Capital Projects Fund Series 2018	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS						
Cash	\$1,034,944	\$ -	\$ -	\$ -	\$ -	\$ 1,034,944
Investments						
Revenue	-	712,232	231,194	-	-	943,426
Reserve	-	430,094	56,873	-	-	486,967
Capitalized interest	-	4	1,075	-	-	1,079
Construction	-	-	-	7	54	61
Cost of issuance	-	7	1,710	-	-	1,717
Undeposited funds	4,375	-	-	-	-	4,375
Due from other	2,627	-	-	-	-	2,627
Due from general fund	-	515	221	-	-	736
Utility deposit	9,585	-	-	-	-	9,585
Total assets	<u>\$1,051,531</u>	<u>\$1,142,852</u>	<u>\$ 291,073</u>	<u>\$ 7</u>	<u>\$ 54</u>	<u>\$ 2,485,517</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Due to Developer	\$ -	\$ -	\$ 20,049	\$ -	\$ -	\$ 20,049
Due to debt service fund	736	-	-	-	-	736
Landowner advance	3,300	-	-	-	-	3,300
Total liabilities	<u>4,036</u>	<u>-</u>	<u>20,049</u>	<u>-</u>	<u>-</u>	<u>24,085</u>
Fund balances:						
Restricted						
Debt service	-	1,142,852	271,024	-	-	1,413,876
Capital projects	-	-	-	7	54	61
Committed						
Playground	7,500	-	-	-	-	7,500
Sign and wall	7,000	-	-	-	-	7,000
3 months working capital	184,405	-	-	-	-	184,405
Unassigned	848,590	-	-	-	-	848,590
Total fund balances	<u>1,047,495</u>	<u>1,142,852</u>	<u>271,024</u>	<u>7</u>	<u>54</u>	<u>2,461,432</u>
Total liabilities and fund balances	<u>\$ 1,051,531</u>	<u>\$ 1,142,852</u>	<u>\$ 291,073</u>	<u>\$ 7</u>	<u>\$ 54</u>	<u>\$ 2,485,517</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 7,892	\$ 801,685	\$ 815,070	98%
Assessment levy: off-roll	-	31,841	63,681	50%
Lot closings	-	894	-	N/A
Buck Lake mgmt & consulting cost-share	-	-	875	0%
Buck Lake maintenance cost-share	4,375	4,375	7,200	61%
Dock applications	-	-	500	0%
Total revenues	<u>12,267</u>	<u>838,795</u>	<u>887,326</u>	95%
EXPENDITURES				
Professional & administrative				
Management fees	4,000	16,000	48,000	33%
Legal - general counsel	-	403	25,000	2%
Engineering	-	-	10,000	0%
Audit	-	-	12,150	0%
Arbitrage rebate calculation	-	-	1,250	0%
Dissemination fee	167	667	3,000	22%
Trustee	-	-	15,750	0%
Telephone	17	66	200	33%
Postage	11	33	500	7%
Printing & binding	42	167	500	33%
Legal advertising	-	-	1,500	0%
Annual district filing fee	-	175	175	100%
Insurance	-	7,103	7,600	93%
Contingencies	-	36	750	5%
Office supplies	-	-	750	0%
Miscellaneous	-	-	750	0%
Property taxes	-	5,358	-	N/A
Bank fees	-	-	750	0%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>4,237</u>	<u>30,923</u>	<u>129,540</u>	24%

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations and maintenance				
Field operations manager	500	2,000	6,000	33%
Field operations accounting	146	583	1,750	33%
Landscaping contract labor	28,483	107,146	300,740	36%
Insurance: property	-	7,284	7,882	92%
Porter services - dog park	-	820	5,000	16%
Playground ADA mulch	-	-	4,000	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	-	6,040	10,000	60%
Plants, shrubs & mulch	-	-	38,000	0%
Annuals	-	-	44,000	0%
Tree trimming	-	-	28,000	0%
Signage	-	-	3,500	0%
General maintenance	-	1,120	6,000	19%
Fountain maintenance	580	1,160	8,000	15%
Fence / wall repair	-	-	4,000	0%
Aquatic control - waterway	1,395	2,790	14,000	20%
Wetland monitoring & maintenance	-	1,200	4,800	25%
Buck lake mgmt & consulting cost-share	-	-	1,750	0%
Buck lake maintenance cost-share	-	-	14,400	0%
Electric:				
Irrigation	2,107	6,369	54,000	12%
Street lights	3,484	10,420	56,000	19%
Entrance signs	234	598	3,000	20%
Palm tree lights	-	-	5,000	0%
Fountain electricity	4,455	13,289	60,000	22%
Water irrigation	-	7,001	60,000	12%
Total field operations and maintenance	<u>41,384</u>	<u>167,820</u>	<u>739,972</u>	23%
Other fees & charges				
Property appraiser	-	-	328	0%
Tax collector	143	16,018	16,981	94%
Total other fees & charges	<u>143</u>	<u>16,018</u>	<u>17,309</u>	93%
Total expenditures	<u>45,764</u>	<u>214,761</u>	<u>886,821</u>	24%
Excess/(deficiency) of revenues over/(under) expenditures	(33,497)	624,034	505	
Net change in fund balances	(33,497)	624,034	505	
Fund balances - beginning	1,080,992	423,461	282,040	
Fund balances - ending				
Playground	7,500	7,500	7,500	
Sign and wall	7,000	7,000	7,000	
3 months working capital	184,405	184,405	184,405	
Unassigned	848,590	848,590	83,640	
Fund balances - ending	<u>\$1,047,495</u>	<u>\$1,047,495</u>	<u>\$ 282,545</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 5,282	\$ 536,548	\$ 545,854	98%
Interest	3,498	12,581	-	N/A
Total revenues	<u>8,780</u>	<u>549,129</u>	<u>545,854</u>	101%
EXPENDITURES				
Debt service				
Principal	-	-	140,000	0%
Interest	-	195,111	390,223	50%
Tax collector	95	10,720	11,372	94%
Total expenditures	<u>95</u>	<u>205,831</u>	<u>541,595</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	8,685	343,298	4,259	
Fund balances - beginning	<u>1,134,167</u>	<u>799,554</u>	<u>770,289</u>	
Fund balances - ending	<u><u>\$ 1,142,852</u></u>	<u><u>\$ 1,142,852</u></u>	<u><u>\$ 774,548</u></u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 2,270	\$ 230,623	\$ 234,829	98%
Interest	665	2,263	-	N/A
Total revenues	<u>2,935</u>	<u>232,886</u>	<u>234,829</u>	99%
EXPENDITURES				
Debt service				
Principal	-	-	55,000	0%
Interest	-	86,633	173,266	50%
Tax collector	41	4,608	4,892	94%
Total expenditures	<u>41</u>	<u>91,241</u>	<u>233,158</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	2,894	141,645	1,671	
Fund balances - beginning	268,130	129,379	200,378	
Fund balances - ending	<u>\$ 271,024</u>	<u>\$ 271,024</u>	<u>\$ 202,049</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED JANUARY 31, 2024**

	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
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 54
Total revenues	-	54
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	54
Fund balances - beginning	54	-
Fund balances - ending	\$ 54	\$ 54

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

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The Board of Supervisors of the Harmony West Community Development District held a Regular Meeting on January 18, 2024 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Chris Tyree	Chair
Roger Van Auker	Assistant Secretary
Robyn Bronson	Assistant Secretary

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Mark Hills	Field Operations Manager
Shelley Kaercher	Supervisor-Appointee
Ayden Williams	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 11:09 a.m. Supervisors Tyree, Bronson and Van Auker were present. Supervisor Fife was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Bill Fife [Seat 3]

On MOTION by Mr. Van Auker and seconded by Mr. Tyree, with all in favor, the resignation of Mr. Bill Fife from Seat 3, was accepted.

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FOURTH ORDER OF BUSINESS

Consider Appointment of Ayden Williams to Fill Unexpired Term of Seat 3; Term Expires November 2024

On MOTION by Mr. Van Auker and seconded by Mr. Tyree, with all in favor, the appointment of Ayden Williams to fill Seat 3, was approved.

- **Administration of Oath of Office to Appointed Supervisor**

Ms. Thomas, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Ayden Williams.

Mr. Rom stated Mr. Williams was recently appointed to another CDD Board; he will speak with Mr. Williams following the meeting pertaining to Board of Supervisor onboarding materials.

FIFTH ORDER OF BUSINESS

Acceptance of Resignation of Robyn Bronson [Seat 1]

On MOTION by Mr. Tyree and seconded by Mr. Van Auker, with all in favor, the resignation of Robyn Bronson from Seat 1, was accepted.

SIXTH ORDER OF BUSINESS

Consider Appointment of Shelly Kaercher to Fill Unexpired Term of Seat 1; Term Expires November 2026

On MOTION by Mr. Van Auker and seconded by Mr. Tyree, with all in favor, the appointment of Shelly Kaercher to fill Seat 1, was approved.

- **Administration of Oath of Office to Appointed Supervisor**

Ms. Thomas, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Shelly Kaercher.

77 Mr. Rom stated Ms. Shelly Kaercher was recently appointed to another CDD Board and
78 she is an experienced CDD Board Member, as it pertains to Board of Supervisor onboarding
79 materials.

80

81 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-01,**
82 **Appointing and Removing Officers of the**
83 **District and Providing for an Effective Date**
84

85 Mr. Rom presented Resolution 2024-01. Mr. Tyree nominated the following slate:

- | | | |
|----|---------------------|------------------|
| 86 | Chair | Shelley Kaercher |
| 87 | Vice Chair | Chris Tyree |
| 88 | Assistant Secretary | Roger Van Auker |
| 89 | Assistant Secretary | Ayden Williams |

90 No other nominations were made. This Resolution removes Bill Fife, Robyn Bronson and
91 John Wiggins as Board Officers. Prior appointments by the Board for Secretary, Treasurer,
92 Assistant Treasurer and Assistant Secretary Daniel Rom, remain unaffected by this Resolution.

93

94 **On MOTION by Mr. Tyree and seconded by Mr. Van Auker, with all in favor,**
95 **Resolution 2024-01, Appointing, as nominated, and Removing Officers of the**
96 **District, and Providing for an Effective Date, was adopted.**

97

98

99 **EIGHTH ORDER OF BUSINESS** **Discussion: New CDD Areas and Walking**
100 **Bridges on Property**

101

102 **A. Consideration of Allsmiths Services Estimate No. 2224 for Harmony Walking Trail**
103 **Bridge #1 Removal**

104 The Board and Staff discussed areas recently deeded to the CDD, which include walking
105 trails and walking bridges.

106 Mr. Rom presented the proposal for dismantling Bridge #1.

107 Mr. Hills stated Mr. Fife was handling this matter. His understanding is that the walking
108 trails were deeded to the CDD by the previous Developer. Mr. Fife had asked Mr. Earlywine to
109 draft an Agreement for the Harmony HOA to maintain the trails, which are mainly used by

110 Harmony residents; however, the HOA refused to sign the Agreement because it places the
111 responsibility and maintenance expenses upon the HOA. When Mr. Fife walked the trail, he
112 noted that Bridge #1 is in disrepair and needs to be removed; the other two bridges will need
113 significant repairs.

114 Mr. Tyree stated these areas are now confirmed to be within CDD boundaries; they
115 were not conveyed when they should have been.

116 Ms. Kaercher suggested obtaining one quote for removal of all three bridges.

117 Mr. Hills stated the trails were maintained by the Harmony HOA and a Committee, for
118 many years, trimming once per quarter until recently but now the trails are no longer being
119 maintained.

120 The consensus was that unmaintained trails on CDD property should not be used.

121 Mr. Hills will request a proposal to remove all three bridges.

122 Mr. Earlywine suggested approving a not-to-exceed amount, subject to Chair approval.
123 He will prepare a one-page Agreement to which the Certificate of Insurance can be attached.

124

On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, authorizing a not-to-exceed amount of \$10,000 to dismantle all three bridges, subject to the Chair’s approval, authorizing District Counsel to prepare a form of agreement and authorizing the Chair to execute, was approved.

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131 **NINTH ORDER OF BUSINESS**

Discussion: Gate/Lock Installation on Butterfly Trail

132

133

134 Mr. Rom discussed a resident request for a gate similar to one on Harmony’s main side
135 that is locked but can be opened for regular-sized vehicles. Mr. Tyree stated the CDD cannot
136 block the gas company’s access; they have an easement over the entire Butterfly Trail.

137 Mr. Hills voiced his belief that it would have to have been installed by the CDD, as he
138 manages the HOA. Mr. Rom will research the matter and advise accordingly.

139

140 **TENTH ORDER OF BUSINESS**

Consideration of Pool Approval [2668 Swooping Swallow]

141

142

143 Mr. Rom discussed a resident’s request to remove two sections of fence to access their
 144 backyard from Botanic Boulevard to install a pool because the cost of specialized equipment to
 145 access the home from the side would cost an additional \$10,000. Access via Botanic Boulevard
 146 would impact the road, curbing, CDD easement, grass, sidewalk, etc. The homeowner would be
 147 liable for the costs for the fence removal, repairs and restoring the area to its current condition.

148 Discussion ensued regarding the photos, the need for an Osceola County right-of-way
 149 (ROW) permit for a construction entrance and the need for Forestar approval.

150 The consensus was that CDD approval will be contingent upon prior approval by Osceola
 151 County and Forestar. Upon receiving those approvals, a request can then be made for CDD
 152 approval. Mr. Rom was instructed to email the resident regarding the approvals required
 153 before the CDD can consider the request.

154

**On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor,
 denying the request until approvals from Osceola County and Forestar are
 granted, was approved.**

158

159

160 Ms. Kaercher noted that the homeowner does have full approval to construct the pool
 161 via side access, as granted by the HOA.

162 Referring to the photos, Mr. Hills noted that approximately 30’ to 50’ of sod was
 163 damaged when the fence was installed by D.R. Horton. Mr. Fife contacted D.R. Horton but
 164 received no response. The damage occurred approximately two months ago.

165 Mr. Hills will email Ms. Kaercher, on the HOA side. The area will be inspected.

166

167 **ELEVENTH ORDER OF BUSINESS**

**Update: 2940 Hooded Crane Cove -
 Completion of Dock**

168

169

170 Mr. Rom presented confirmation from the District Engineer that the dock appears to be
 171 within the limits of the Agreement.

172

173 **TWELFTH ORDER OF BUSINESS**

Ratification of United Land Services Items

174

212
 213 Mr. Rom presented Resolution 2024-02. Seats 3 and 5, currently held by Ayden Williams
 214 and Roger Van Auker, respectively, will be up for election at the November 2024 General
 215 Election. Candidates must be a citizen of the United States, at least 18 years of age, a legal
 216 resident of Florida, reside in the CDD and be a registered voter in Osceola County. Information
 217 regarding the qualification process is available from the Supervisor of Elections.

218

219 **On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor,**
 220 **Resolution 2024-02, Implementing Section 190.006(3), Florida Statutes, and**
 221 **Requesting that the Osceola County Supervisor of Elections Begin Conducting**
 222 **the District’s General Elections; Providing for Compensation; Setting Forth the**
 223 **Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for**
 224 **Severability and an Effective Date**

225

226

227 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-03,**
 228 **Designating a Date, Time, and Location for**
 229 **Landowners’ Meeting; Providing for**
 230 **Publication, Providing for an Effective Date**

231

232 Mr. Rom presented Resolution 2024-03. Seat 4, currently vacant, will be up for election
 233 at the November 2024 Landowners’ Meeting.

234

235 **On MOTION by Mr. Van Auker and seconded by Ms. Kaercher, with all in favor,**
 236 **Resolution 2024-03, Designating a Date, Time, and Location of November 5,**
 237 **2024, at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway,**
 238 **Kissimmee, Florida 34744 for a Landowners’ Meeting; Providing for**
 239 **Publication, Providing for an Effective Date, was adopted.**

240

241

242 **SIXTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
 243 **Statements as of November 30, 2023**

244

245 Mr. Rom stated an invoice was sent for the Buck Lake maintenance cost share. He noted
 246 that properties were deeded to the CDD in May 2023, past the date for tax exemption; these
 247 properties will be tax-exempt in 2024.

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On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, the Unaudited Financial Statements as of November 30, 2023, were accepted.

SEVENTEENTH ORDER OF BUSINESS

Approval of August 17, 2023, Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Tyree and seconded by Mr. Van Auker, with all in favor, the August 17, 2023, Public Hearings and Regular Meeting Minutes, as presented, were approved.

EIGHTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Earlywine noted that bonds will be issued for Phases 2C through 2F in December 2024.

• Update: Required Ethics Training

The Ethics Training Memorandum was included for informational purposes.

B. District Engineer: Poulos & Bennett, LLC

There was no report.

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

Mr. Hills reported the following:

- An estimate for mulch for the Crispin Circle playgrounds will be requested.
- The landscapers were asked to delay installing annuals at the front entrance because of ongoing construction. Due to the current cold temperatures, installation will proceed in mid-February.
- As previously discussed, sod on Botanic Boulevard needs to be replaced.
- United’s performance has been unpredictable; constant monitoring and meetings have been necessary to address missed items. Botanic Boulevard has improved a great deal. Four meetings have been held to address issues.

Mr. Hills noted that the landscaping in the new phase was installed; he will need to know when it will be conveyed to the CDD so that United can be made aware. He asked if an estimate or a proposal is necessary.

283 Ms. Kaercher will work on the turnover, add it to United’s contract and add it to the
284 HOA maintenance contract.

285 ➤ The new bridge was installed, and it looks good.

286 Mr. Rom stated that the insurance requires the property be deeded to the CDD.

287 Discussion ensued regarding placement of the bridge, the deed, CDD ownership and the
288 need to have the bridge insured. It was noted that the CDD owns the tract; documentation will
289 be sent to Mr. Rom.

290 Mr. Hills will request an aquatic maintenance proposal from Lake Pros for two additional
291 ponds.

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

- 293 • **NEXT MEETING DATE: February 15, 2024 at 10:30 A.M.**

- 294 ○ **QUORUM CHECK**

295 The next meeting will be on February 15, 2024, unless cancelled.

296 A Buck Lake Committee meeting will be on March 21, 2024.

297 The proposed Fiscal Year 2025 budget will likely be presented at the April 18, 2024
298 meeting.

299

300 **NINETEENTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

301

302 There were no Board Members’ comments or requests.

303

304 **TWENTIETH ORDER OF BUSINESS** **Public Comment**

305

306 No members of the public spoke.

307

308 **TWENTY-FIRST ORDER OF BUSINESS** **Adjournment**

309

310

311 **On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the**
312 **meeting adjourned at 11:43 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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321 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023 CANCELED	Regular Meeting	10:30 AM
November 13, 2023 CANCELED	Regular Meeting	1:00 PM
November 16, 2023 <i>Rescheduled to November 13, 2023</i>	Regular Meeting	10:30 AM
December 21, 2023 CANCELED	Regular Meeting	10:30 AM
January 18, 2024	Regular Meeting	10:30 AM
February 15, 2024 CANCELED	Regular Meeting	10:30 AM
March 21, 2024	Buck Lake Committee Meeting	10:00 AM
March 21, 2024	Regular Meeting	10:30 AM
April 18, 2024	Regular Meeting	10:30 AM
May 16, 2024	Regular Meeting	10:30 AM
June 20, 2024	Regular Meeting	10:30 AM
July 18, 2024	Regular Meeting	10:30 AM
August 15, 2024	Regular Meeting	10:30 AM
September 19, 2024	Regular Meeting	10:30 AM