

**COPY**

Agenda 2023-03-30

# **Subsection 5H**

## **Buck Lake**

{ Harmony West CDD }

Aquatic Maintenance Report

Delivered Herein Under Separate Cover

## **Buck Lake Management and Cost Sharing Agreement**

This Buck Lake Management and Cost Sharing Agreement (this “**Agreement**”) is made between the **Harmony Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes (“**Harmony**”) and **Harmony West Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes (“**Harmony West**”). Harmony and Harmony West are referred to collectively as the “**Districts**”.

### **Background Information:**

The residential communities within the Districts are being developed to offer a range of recreational facilities for the residents of the Districts. The Districts have been granted the power to operate and maintain conservation areas, mitigation areas, wildlife habitat, and parks and facilities for indoor and outdoor recreational, cultural, and educational uses for residents of the Districts pursuant to Chapter 190, Florida Statutes, and their respective enabling ordinances.

A recreational lake known as “**Buck Lake**” is located adjacent to the Districts and is depicted and described in **Exhibit A** attached hereto and also described in that certain Development Order for Birchwood Development of Regional Impact, adopted by the Board of County Commissioners for Osceola County, Florida on September 14, 1992, and recorded on February 16, 1995, in Book 1240, Page 1448, et. seq., of the Official Records of Osceola County, Florida, as amended from time to time. Buck Lake has been historically maintained for the primary benefit of the residents within the Districts to enjoy its recreational features and provide wildlife habitat. The Districts were grantees in an easement to access and use Buck Lake. Subsequently, and subject to the above referenced easement, Harmony West was the grantee in a special warranty deed and is the fee simple owner of Buck Lake.

It is in the best interest of the Districts to coordinate the use and enjoyment of Buck Lake for their residents and share the costs associated with the operation and maintenance of the Buck Lake as described in this Agreement pursuant to Section 190.011(12), Florida Statutes. Section 190.012(1)(g), Florida Statutes provides that a district may operate and maintain facilities outside of its boundaries so long as the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located. This Agreement shall serve as such agreement and the proposed operation and maintenance of Buck Lake is consistent with Osceola County’s comprehensive plan.

**NOW, THEREFORE**, based upon good and valuable consideration and mutual covenants of the parties hereinafter recited, it is agreed as follows:

1. **Incorporation of Background Information and Exhibit.** The foregoing Background Information and exhibit are true and correct and are hereby incorporated into this Agreement by this reference.
2. **Effective Date and Term of Agreement:** This Agreement shall commence and become effective upon the date of the last district’s execution. This Agreement shall continue in full force and effect in perpetuity.

**3. Ancillary Infrastructure related to Buck Lake.**

- a. This Agreement is solely related to Buck Lake and not any “**Ancillary Infrastructure**” located adjacent to Buck Lake (including, but not limited to, access points, piers, docks, boardwalks, boats, boat ramps, parking and other such infrastructure).
- b. The Districts or other parties shall be responsible for operating, maintaining, repairing, replacing their portion of the Ancillary Infrastructure.

**4. Buck Lake Committee.**

- a. Harmony West shall create a Buck Lake Committee, that is advisory and has no decision-making authority, and be responsible for advertising any workshops or meetings of the committee. Additionally, Harmony West will be responsible for all administrative tasks associated with such committee including preparing minutes and maintaining public records.
- b. Harmony’s and Harmony West’s board of supervisors shall each appoint one of their supervisors to the committee. There shall be no other committee members.
- c. The Buck Lake Committee shall meet at least once a year (no later than May 1 of each year) to:
  - i. present a review of prior year financial activity
  - ii. confirm current year treatment plans and funding status
  - iii. Coordinate with vendors and staff to come up with a good faith estimate of the costs for the next fiscal year (“**Projected Costs**”) for the following services (“**Maintenance Services**”):
    - 1. Management of aquatic plant control (including, but not limited to, chemicals, labor, and equipment necessary for aquatic plant control)
    - 2. Installation or management of beneficial aquatic plantings
    - 3. Installation, repair, or replacement of directional or informational signage
    - 4. Management of nuisance animals or vegetation
    - 5. Repair or replacement of pond bank erosion
    - 6. Inspection, regulation, and management of the water quality
    - 7. Inspections and actions required for compliance of any applicable permit or regulatory requirements
    - 8. Any other services determined to be needed
  - iv. Propose, review, and make proposed updates or modifications to a “**Buck Lake Management Plan**” as further described below
  - v. Propose, review, and make proposed updates or modifications to the “**Buck Lake Policies**” as further described below
- d. The Buck Lake Committee shall submit the proposed Buck Lake Management Plan to Harmony and Harmony West.
- e. Harmony and Harmony West shall be responsible for directing and supporting the Buck Lake Committee and assisting with disbursement of information and encouraging education opportunities that promote sound environmental stewardship.

**5. Buck Lake Management Plan.**

- a. At a minimum the Buck Lake Management Plan shall include:
  - i. review of current conditions (including pond bank and any erosion concerns)
  - ii. identify aquatic plant species targeted for control
  - iii. proposed treatments

- iv. Projected Costs of the Maintenance Services
- v. contingency provisions
- b. The Districts shall adopt the Buck Lake Management Plan at a public meeting each year (either separately or at a joint meeting).
- c. No later than June 1 of each year, Harmony's and Harmony West's district manager shall certify in writing to each other the status of their district's adoption of the Buck Lake Management Plan.

**6. Budgeting for Projected Costs.**

- a. During the budget process for each fiscal year (beginning for the fiscal year of the Districts starting on October 1, 2020), Harmony's and Harmony West's board of supervisors will each adopt an annual budgeted amount to fund 50% of the Projected Costs for the Maintenance Services for Buck Lake and levy special assessments or allocate available funds to provide funding for such budgeted line item.
- b. Within 10 days after the adoption of the final budget for each fiscal year, Harmony's and Harmony West's district manager shall certify in writing to each other the amount of funds that have been appropriated for the upcoming fiscal year.

**7. Cost sharing.**

- a. Beginning for the fiscal year of the Districts starting on October 1, 2020, the Districts will each be responsible for 50% of the Maintenance Services for that fiscal year. At least 30 days prior to Harmony West scheduling any Maintenance Services to be performed, Harmony West shall provide to Harmony, via email or at the address listed below in the notice section, an itemized invoice that is properly dated, describes the services to be performed, and shows the actual costs associated with the services to be performed.
  - i. Notwithstanding the above, for non-routine Maintenance Services that are time sensitive and for areas 20 acres or less in size, Harmony West may schedule any Maintenance Services to be performed as soon as practicable and provide to Harmony notice of such services (along with an invoice) as soon as practicable.
- b. Harmony shall make payment to Harmony West within 30 days of receipt of an invoice from Harmony West. Payment shall be made payable to the "Harmony West Community Development District" at the address listed below in the notice section.
- c. In the event of a disagreement over the services performed or to be performed or the actual costs thereof, the performance of future services by Harmony West may be halted or withheld until agreement is reached between the Districts and the agreed upon actual costs are paid to Harmony West.
- d. If unforeseen circumstances cause the appropriated funds to be deficient and there are services required for the health, safety, and welfare then the Districts shall coordinate and come to an agreement on how to proceed and fund those necessary services.

**8. Maintenance of Buck Lake.**

- a. Harmony West may utilize third party vendors or its field management team (if any) in providing the Maintenance Services within the annual budget amounts.
- b. The Maintenance Services shall be performed in a timely and professional manner, in accordance with level of service standards established by the Buck Lake Management Plan and in accordance with local, State and Federal laws, rules, governmental regulations, ordinances, and best management practices.



- c. Harmony and Harmony West retain the right to fund independently and provide supplemental maintenance services of Buck Lake at their discretion, providing such activities are supported by best lake management practices for these public services and approved by Harmony West.
  - i. If either Harmony or Harmony West chooses to exercise these rights, the other district has no obligation to provide matching or supplemental funding.
  - ii. In the event that either Harmony or Harmony West chooses to independently provide and fund such services, the district agrees to provide notice to the other district at least 30 days prior to the commencement of any services.

**9. Buck Lake Policies.**

- a. The Buck Lake Committee shall be responsible for creating policies and/or regulations of which are applicable to the use of Buck Lake as such policies and/or regulations may be amended from time to time (“**Buck Lake Policies**”).
- b. At a minimum the Buck Lake Policies will:
  - i. Prohibit gas-powered boats for purposes other than rescue operations.
  - ii. Not treat residents of Harmony differently from residents of Harmony West.
- c. The Districts shall adopt the Buck Lake Policies at a public meeting each year (either separately or at a joint meeting).
- d. No later than June 1 of each year, Harmony’s and Harmony West’s district manager shall certify in writing to each other the status of their district’s adoption of the Buck Lake Policies.
- e. The Districts shall coordinate and ensure that their residents and their guests follow the Buck Lake Policies.

**10. Compliance with Governmental Oversight and Reporting.** The Districts shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder, including those now in effect and hereafter adopted. Within 3 business days following receipt, any district shall each promptly deliver and provide to the other district copies of any governmental notice of non-compliance, violation, warning, letters, electronic or other communication or inquiry of any type or kind relating to Buck Lake.

**11. Relationship.** The Districts are not partners, joint ventures’, employees or agents of the other district, and no one district shall have the authority to bind the other district.

**12. Governmental Disputes and Enforcement of Agreement.**

- a. In the event that either district is dissatisfied with the management or maintenance of Buck Lake or has any other disputes regarding Buck Lake, such district shall communicate in writing to the other district with their specific concerns.
- b. The Buck Lake Committee shall meet and provide recommendations to resolve any issues. The recommendations will be sent to the Districts for their review.
- c. Any disputes between the Districts shall be resolved in accordance with the Florida Governmental Conflict Resolution Act as outlined in Chapter 164, Florida Statutes, as it may be amended from time to time.
- d. Only after first attempting to resolve any disputes pursuant to the Florida Governmental Conflict Resolution Act, a district may avail themselves of any otherwise available legal rights. In the event either district is required to enforce this Agreement or any provision

hereof by court proceedings or otherwise, then the prevailing district shall be entitled to recover from the non-prevailing district all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

- e. Neither Districts nor any other person shall have the right to compel either district to exercise any action to utilize its ad valorem taxing power to increase legally available funds, or compel any other public authority or governmental body, to pay any amounts required to be paid pursuant to this Agreement.

**13. Governing Law.** This agreement shall be governed by Florida law with venue in Osceola County, Florida.

**14. Public Records.** The Districts understand and acknowledge that all documents of any kind relating to this Agreement may be subject to Chapter 119, Florida Statutes, Florida's Public Records law, and shall be treated as such by the Districts in accordance with Florida law. As such, the Districts shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Records substantiating expenditures on behalf of the maintenance of Buck Lake shall be made available within 10 business days following receipt of request.

**15. No Assumption of Liability.** Neither district, its officers, employees and agents shall be deemed to assume any liability for the acts, omissions and negligence of the other district, its officers, employees and agents.

**16. No Waiver of Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Districts, including their supervisors, officers, agents and employees, 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 benefits 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.

**17. Notices:** Whenever either party gives notice to the other, notice shall be sent to the addresses listed below. The Districts may change, by written notice as provided herein, the addresses or persons for receipt of notices or payments.

If to Harmony:    c/o InfraMark, LLC  
313 Campus Street  
Celebration, Florida 34747

If to Harmony West:    c/o Wrathell Hunt & Associates, LLC  
2300 Glades Road  
Suite 410W  
Boca Raton, Florida 33431

**18. Insurance.** Harmony and Harmony West shall carry Commercial General Liability Insurance covering such district's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability arising out of or related to

this Agreement. Harmony and Harmony West shall provide the other district with the Certificate of Insurance evidencing compliance with this requirement. No district's certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within 30 days of prior written notice to the other district.

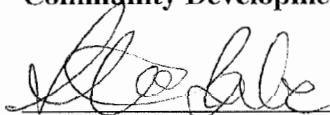
19. **No Violation of Bond Covenants.** Nothing contained in this Agreement shall operate to violate any of the covenants set forth in any document related to either Harmony or Harmony West issuance of tax-exempt bonds either in the past or in the future (the "**Bond Documents**"). In the event any or all of the obligations contained in this Agreement would constitute a violation of either district's bond covenants, trust indenture or other Bond Documents, as may be supplemented from time to time, the Districts agree to negotiate revisions to this Agreement to avoid such violations while maintaining the Districts' intent in entering into this Agreement.
20. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any district shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
21. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
22. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by the Districts.
23. **Assignments:** Neither Harmony nor Harmony West may assign this Agreement, nor any interest arising herein, without the written consent of the other.
24. **Ownership of Buck Lake is Non-Transferable.** Harmony West may not transfer its ownership interest in Buck Lake.
25. **Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Districts. This Agreement is solely for the benefit of the Districts and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Districts any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Districts and their respective representatives, successors, and assigns.
26. **Interpretation.** This Agreement has been negotiated fully between the Districts as an arms length transaction. The Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either district.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument

28. **Authority to Enter into this Agreement.** The execution of this Agreement has been duly authorized by the board of supervisors of the Districts, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Districts with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this agreement.

IN WITNESS WHEREOF, the Districts have approved and executed this Agreement on the dates written below.

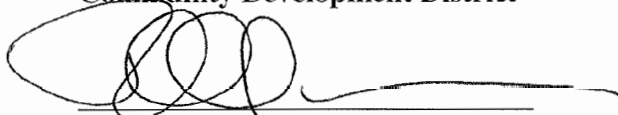
**Harmony  
Community Development District**



Steve Berube  
Chair of the Board of Supervisors

Date: 7/25/2019

**Harmony West  
Community Development District**



Richard Jerman  
Chair of the Board of Supervisors

Date: 8/27/19



## Buck Lake Committee Report

Below is the Agenda for the Annual Meeting of the Buck Lake Committee-Recommendations in red

1. Call to Order/Roll Call
2. Review of Minutes from March 17, 2022 Committee Meeting-Recognize minutes as amended
3. Review of Annual Meeting Committee Items
  - A. Financial Activity for Fiscal Year 2023-Still in process-HCDD will not pay for missed months. Respective District Managers are conferring on this.
  - B. Current Year Treatment Plans-No recommended changes from 2022 Treatment Plan-Lake looks good. During the March 16<sup>th</sup> review of Buck Lake it was noted that there were no hyacinths or Cuban bullrush and the torpedo grass has been knocked back.
  - C. Buck Lake Management Plan-No recommended changes to the Buck Lake Management Plan
  - D. Buck Lake Policies-No recommended changes to the Buck Lake Policies
4. Evaluation of Maintenance Services for Fiscal Year 2024-

**ACTION RECOMMENDED**--Board approval to continue with Bio-Tech at the cost of \$1,200/treatment (\$600/treatment for HCDD share) for monthly treatments. (No change in cost)

**ACTION RECOMMENDED**--Board approval of an NTE of \$1750 for General Project Coordination with proviso that HCDD and HWCDD must agree to any services prior to authorizing any services under this line item.
5. Committee Comments/Requests-None
6. Next Meeting Date: March 21, 2024 at 10:00 A.M. Agreed
7. Adjournment

# **HARMONY WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**&**

# **HARMONY**

**COMMUNITY DEVELOPMENT DISTRICT**

**March 16, 2023**

**BUCK LAKE COMMITTEE**

**MEETING AGENDA**

**COPY**

**BUCK LAKE COMMITTEE**

**AGENDA**

**LETTER**

**COPY**

**Harmony West Community Development District and  
Harmony Community Development District  
Buck Lake Committee**

**OFFICE OF THE DISTRICT MANAGER**

**2300 Glades Road, Suite 410W • Boca Raton, Florida 33431**

**Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013**

March 9, 2023

**ATTENDEES:**

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

Committee Members

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

Dear Committee Members:

The Members of Buck Lake Committee will hold a Meeting on March 16, 2023 at 10:00 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Review of Minutes from March 17, 2022 Committee Meeting
3. Review of Annual Meeting Committee Items
  - A. Financial Activity for Fiscal Year 2023
  - B. Current Year Treatment Plans
  - C. Buck Lake Management Plan
  - D. Buck Lake Policies
4. Evaluation of Maintenance Services for Fiscal Year 2024
5. Committee Comments/Requests
6. Next Meeting Date: March 21, 2024 at 10:00 A.M.
7. Adjournment

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

Sincerely,



Cindy Carbone

HWCCDD District Manager

**TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 528 064 2804**



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# **BUCK LAKE COMMITTEE**

**2**

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

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

**Present were:**

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

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

**SECOND ORDER OF BUSINESS**

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

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

**THIRD ORDER OF BUSINESS**

**Review of Annual Meeting Committee  
Items**

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

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

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

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

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

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

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

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

**March 17, 2022**

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

**C. Buck Lake Management Plan**

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

**D. Review of Buck Lake Policies**

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

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

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

**March 17, 2022**

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

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**FOURTH ORDER OF BUSINESS**

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

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

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

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**FIFTH ORDER OF BUSINESS**

**Committee Comments/Requests**

There were no Committee comments or requests.

**SIXTH ORDER OF BUSINESS**

**Next Meeting Date**

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

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**SEVENTH ORDER OF BUSINESS**

**Adjournment**

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

**March 17, 2022**

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

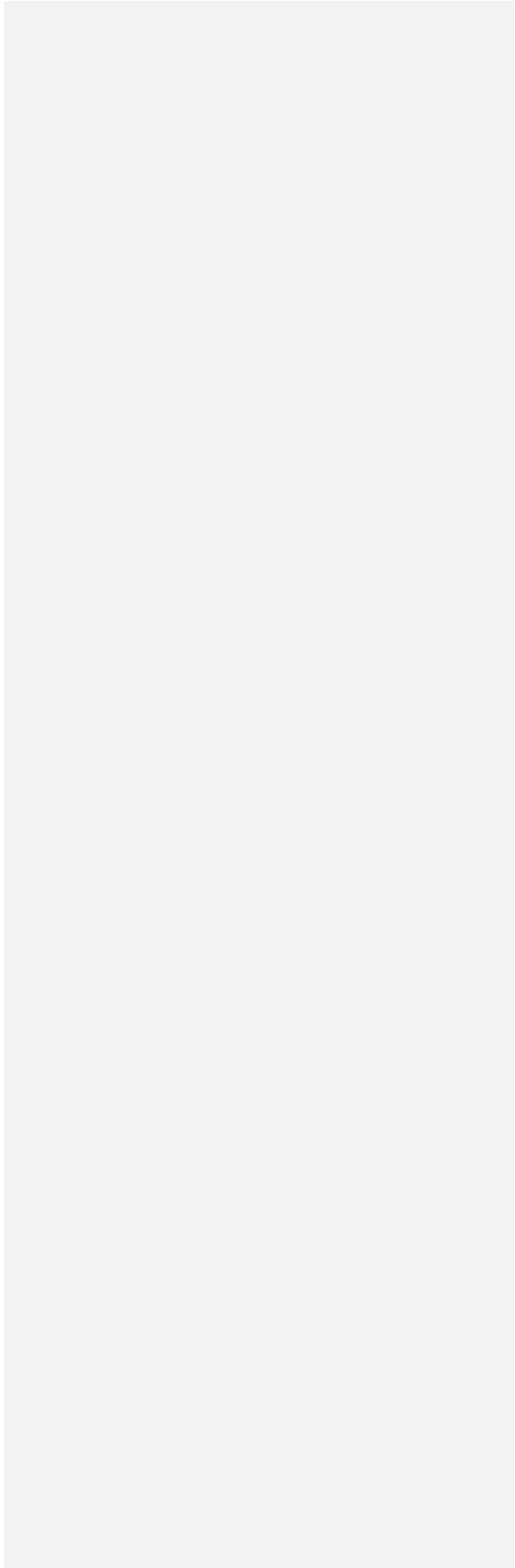
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

**March 17, 2022**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair



COPY

# BUCK LAKE COMMITTEE

# 3A



COPY

# Harmony West CDD

# INVOICE

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

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

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

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

Make all checks payable to Harmony West CDD



# Bio-Tech Consulting Inc.

Environmental and Permitting Services

3025 E. South Street | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

# Invoice

Invoice #: 172075

Invoice Date: 2/23/2023

Project Manager: JEB

Project #: 1277-01 Ha...

Contract #: 21-1034

**Bill To:**

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

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

Terms: Net 30

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

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

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



## Bio-Tech Consulting Inc.

**Environmental and Permitting Services**

3025 E. South Street | Orlando, FL 32803  
 (407) 894-5969 | info@btc-inc.com  
 (877) 894-5969 | www.bio-techconsulting.com

# Invoice

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

**Bill To:**

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

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

Terms: Net 30

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

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

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



## Bio-Tech Consulting Inc.

**Environmental and Permitting Services**

3025 E. South Street | Orlando, FL 32803  
 (407) 894-5969 | info@btc-inc.com  
 (877) 894-5969 | www.bio-techconsulting.com

# Invoice

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

**Bill To:**

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

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

Terms: Net 30

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

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

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

## Daniel Rom

---

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

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

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

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

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

---

Ok.

Thanks,

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

## Daniel Rom

---

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

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

Get [Outlook for Android](#)

---

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

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---

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

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

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---

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

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

**Thank You,**

**Jeison Castillo | Field Services Manager**



7360 Five Oaks Dr. | Harmony FL 34773

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



COPY





COPY





COPY



COPY

# BUCK LAKE COMMITTEE

# 3B

January 17, 2023

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

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

Dear Cindy:

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

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

Regards,  
Jay Baker  
Director

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

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

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

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

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

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

407.894.5969  
877.894.5969  
407.894.5970 fax

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

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

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

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

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

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

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

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

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

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

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


**MUTUALLY UNDERSTOOD AND AGREED:**

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

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

\_\_\_\_\_  
**Authorized Signatory**

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

INITIAL:  (BTC) \_\_\_\_\_ (Client)



# COPY

Cindy Cerbone; Wrathell, Hunt and Associates, LLC - Boca Raton  
Harmony West Buck Lake - Maintenance (BTC Proposal # 23-093)

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

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

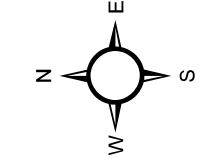
INITIAL:     *JC*     (BTC) \_\_\_\_\_ (Client)



COPY



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



0 250 500 1,000 Feet

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

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

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

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

**SECTION 1: RESPONSIBILITIES**

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

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

**SECTION 2: STANDARD OF CARE**

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

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

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

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

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

[iii]

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.

COPY

# BUCK LAKE COMMITTEE

3C

Buck Lake Management Plan  
Harmony, Florida  
Osceola County

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

### Invasive and Exotic Vegetation Management

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

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

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

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

## Old World Climbing Fern (*Lygodium microphyllum*)

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

## Torpedograss (*Panicum repens*)

Torpedograss is one of the most serious weeds in Florida. It grows in or near shallow waters forming monocultures where it can quickly displace native vegetation. By 1992, torpedograss had taken over 70% of Florida's public waters. The largest infestations can be found in Lake Okeechobee where it displaces close to 7,000 acres of native marsh. Torpedograss management costs approximately \$2 million a year in flood control systems. The denseness of the mats may impede water flow in ditches and canals and restrict recreational use of shoreline areas of lakes and ponds. Preventive control can be accomplished by preventing the spread and fragmentation of rhizomes. This can be very difficult because if even a tiny fragment of rhizome is left in an area, it will reestablish itself. Control of infestations near waterways will prevent long-range spread via water and this should be a priority. Glyphosate has been the most effective herbicide used to control torpedograss.

## Cuban Bulrush (*Cyperus blepharoleptos*)

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

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

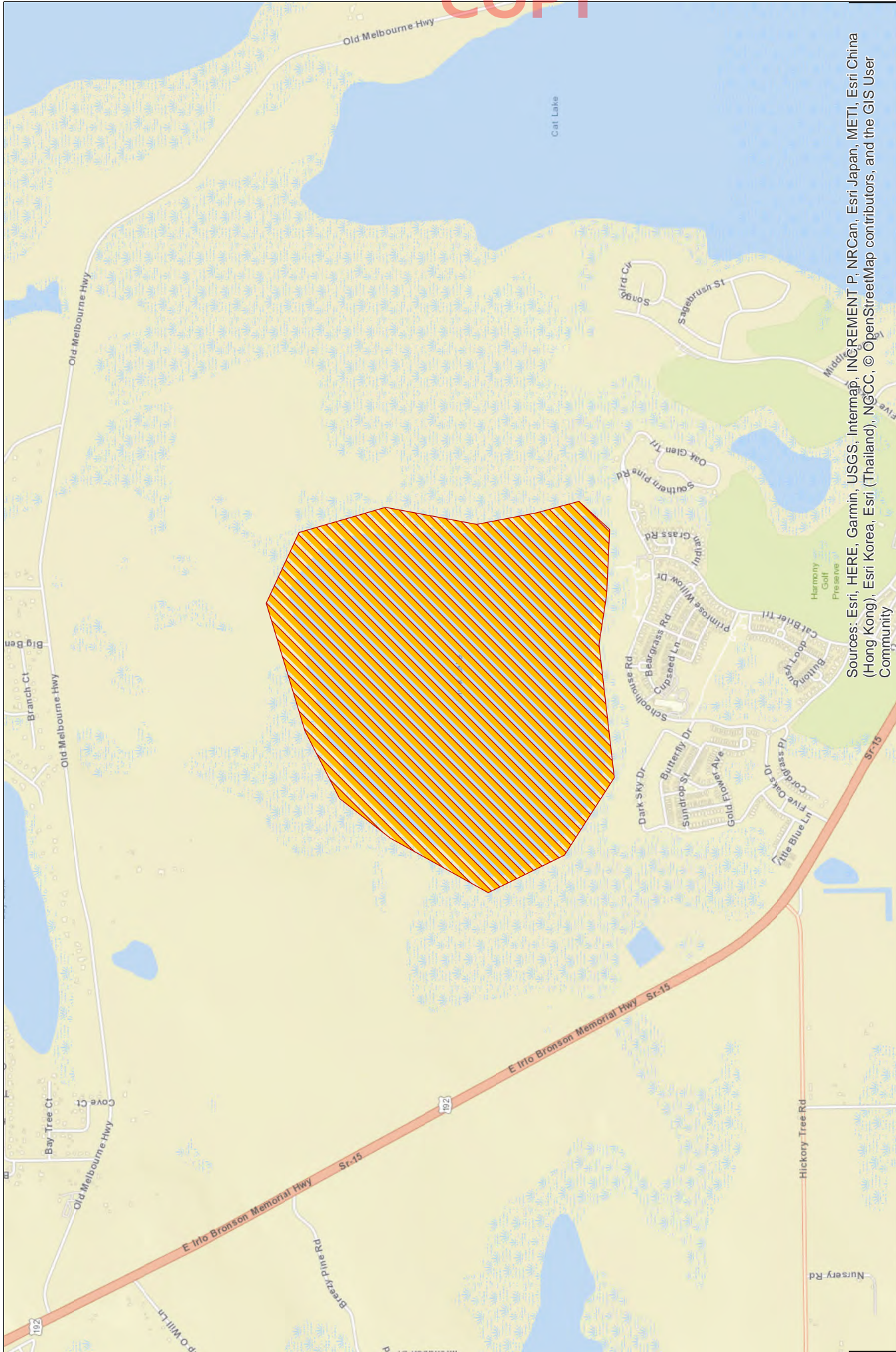
Initial intense maintenance event(s) will be required to get Buck Lake and its associated canals back into natural condition. Current conditions include an over abundance of water hyacinth, Cuban bulrush and *Salvinia minima*. These plants have choked out the canals located within Harmony West. Once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

Specific management practices that will be employed within Buck Lake will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the lake. These management practices will be employed within the entire lake as needed. Monthly maintenance inspections will occur within Buck Lake to determine what, if any, management activities are required. Details of the management activities will be noted in a monthly treatment report.

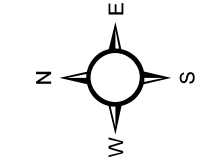
All portions of Buck Lake will be managed for the benefit of wildlife, vegetative composition, and water quality. Obviously, the most important component of the management is treatment of nuisance and noxious vegetation, in perpetuity. Maintenance will include removal of any exotic or nuisance plant species (including, but not limited to water hyacinth, torpedo grass, old world climbing fern, Cuban bulrush, etc...). Water quality issues will be targeted and dealt with.

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





Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



0 600 1,200 2,400 Feet

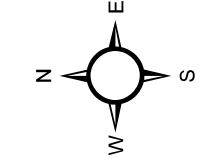
Harmony West-Buck Lake  
Osceola County, Florida  
Figure 1  
Location Map

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





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



0 250 500 1,000 Feet

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

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

COPY

**BUCK LAKE COMMITTEE**

**3D**

## HARMONY AND HARMONY WEST COMMUNITY DEVELOPMENT DISTRICTS' JOINT POLICIES FOR USE OF BUCK LAKE

### Buck Lake Policies

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

1. Swimming, bathing, wading and diving are prohibited in Buck Lake.
2. Boating and fishing are permissible on Buck Lake.
3. Prior to using any boat in Buck Lake, it must be thoroughly washed, off-site, if it has been used in another water body.
4. Permissible boat types that may be used on Buck Lake include oar or paddle driven boats, such as canoes, kayaks, row boats, and sculls; single hulled sail boats; and battery powered electric boats. With the exception of rescue operations or aquatic maintenance, use of gasoline or diesel-powered boats on Buck Lake is strictly prohibited. Boats may not exceed 20 feet in length. Boats used on Buck Lake must be operable and kept in good repair.
5. All federal, state, and local boating laws as well as all Joint District policies, regulations, and guidelines must be adhered to while using boats on Buck Lake.
6. All boats on Buck Lake must be equipped with life jackets and operated in a safe and courteous manner.
7. Any person operating or using a boat on Buck Lake must use his or her best efforts to protect the premises, equipment, and improvements owned by the Districts.
8. Only mushroom anchors are allowed on Buck Lake.
9. Fishing on a catch and release basis is recommended in Buck Lake; however, any person that elects to keep a fish should refrain from cleaning fish lakeside or from a boat. It is encouraged, but not required, to use barbless hooks for fishing. Fishing policies on Buck Lake follow the Florida Fish and Wildlife Conservation Commission ("FWC") state freshwater fishery harvest guidelines.
10. Fishing lines must not be left unattended.
11. The following items are prohibited on or near Buck Lake: large nets, traps, spears, firearms, air rifles, and bows and arrows.

12. Any hazardous condition concerning Buck Lake must be immediately reported to the District Manager and the proper authorities.
13. No foreign materials may be disposed of in Buck Lake including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers or any other material that may be detrimental to the lake environment.
14. Feeding of any birds, fish, or other wildlife is prohibited.
15. Due to safety considerations, pets and other companion animals are not allowed in Buck Lake or the immediate shoreline area or on any watercraft. Disabled individuals, however, may be accompanied by one service dog for assistance, provided that: (a) The dog is wearing a vest or has other proper marking that clearly identifies the dog as a service dog; (b) The dog is kept under control on a leash at all times; and (c) The dog is kept out of the water and away from the immediate shoreline areas.
16. Property owners and residents of the District are responsible for their tenants', guests', and invitees' adherence to these policies.
17. Children who are eleven (11) years of age or younger must be supervised by an adult while in the immediate Buck Lake shoreline area.
18. Tuesday is a day of rest for Buck Lake. No activity is permitted on Buck Lake. Fishing from the shore is permissible on Tuesdays.
19. For any wildlife removal requests, please contact FWC.

**Violation of the policies set forth herein may result in suspension or termination of amenity privileges and in the case of trespassing on private property, a criminal violation pursuant to Florida law. The Harmony and Harmony West Community Development Districts are not responsible for injury or damage to persons or property, including accidental death, resulting from the use of Buck Lake or the Ponds. These Policies may be amended and/or updated as the Districts jointly deem necessary.**

**(Adopted \_\_\_\_\_ 2021)**