

HARMONY ON LAKE ELOISE

**COMMUNITY DEVELOPMENT
DISTRICT**

April 12, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Harmony on Lake Eloise 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

April 5, 2023

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

Board of Supervisors

Harmony on Lake Eloise Community Development District

Dear Board Members:

The Board of Supervisors of the Harmony on Lake Eloise Community Development District will hold a Regular Meeting on April 12, 2023 at 9:30 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Appointed Supervisor, Lauren Martin [SEAT 4] *(the following to be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2023-05, Approving the Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
5. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
6. Consideration of Dewberry Engineer's, Inc., Proposal to Provide Professional Consulting Services [2023 Supplemental Engineer's Report]
7. Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

- 8. Consideration of Lake Pros, LLC, First Amendment to Lake Maintenance Services Agreement
- 9. Consideration of United Land Services, Proposal for Landscape and Irrigation Maintenance
- 10. Acceptance of Unaudited Financial Statements as of February 28, 2023
- 11. Approval of January 19, 2023 Regular Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 10, 2023 at 9:30 AM, *immediately following the adjournment of the Fox Branch Ranch CDD meeting, scheduled to commence at 9:30 AM*

○ QUORUM CHECK

SEAT 1	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	LAUREN MARTIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JC NOWOTNY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,

Cindy Carbone

Cindy Carbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 867 327 4756

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Harmony on Lake Eloise Community Development District ("**District**") prior to June 15, 2023, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____

HOUR: _____

LOCATION: Ramada by Wyndham Davenport Orlando South
43824 Highway 27
Davenport, Florida 33837

3. **TRANSMITTAL; POSTING; NOTICE.** The District Manager is hereby directed to submit a copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the manager or administrator of the local general purpose unit(s) of government for posting on the applicable website(s). Notice of this public hearing shall be published in the manner prescribed in Florida law.

4. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF APRIL, 2023.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
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**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Landowner contribution	208,978	24,270	193,902	\$ 218,172	\$ 250,965
Total revenues	<u>208,978</u>	<u>24,270</u>	<u>193,902</u>	<u>218,172</u>	<u>250,965</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	48,000	10,000	38,000	48,000	48,000
Legal	25,000	1,169	23,831	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	2,000	201	1,799	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>98,540</u>	<u>17,541</u>	<u>80,499</u>	<u>98,040</u>	<u>98,540</u>
Field operations and maintenance					
Field operations manager	4,500	-	4,500	4,500	6,000
Landscaping contract labor	33,750	-	33,750	33,750	30,000
Insurance: property	3,750	-	3,750	3,750	4,125
Porter services	4,500	-	4,500	4,500	6,000
Backflow prevention test	113	-	113	113	300
Irrigation maintenance/repair	2,250	-	2,250	2,250	4,000
Plants, shrubs & mulch	7,500	-	7,500	7,500	10,000
Annuals	7,500	-	7,500	7,500	10,000
Tree trimming	1,500	-	1,500	1,500	2,000
Signage	750	-	750	750	1,000
General maintenance	3,000	370	2,630	3,000	4,000
Fence/wall repair	1,125	-	1,125	1,125	10,000
Aquatic control - ponds	4,500	-	4,500	4,500	6,000
Wetland maintenance	-	-	-	-	24,000
Fountain electric	4,500	-	4,500	4,500	-
Fountain maintenance	1,500	-	1,500	1,500	-
Electric:					
Irrigation	1,800	-	1,800	1,800	3,000
Street lights	18,000	-	18,000	18,000	18,000
Entrance signs	900	-	900	900	2,000
Water- irrigation	9,000	-	9,000	9,000	12,000
Total field operations	<u>110,438</u>	<u>370</u>	<u>110,068</u>	<u>110,438</u>	<u>152,425</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	
Total expenditures	208,978	17,911	190,567	208,478	250,965
Excess/(deficiency) of revenues over/(under) expenditures	-	6,359	3,335	9,694	-
Fund balance - beginning (unaudited)	-	(9,694)	(3,335)	(9,694)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(3,335)	-	-	-
Fund balance - ending	\$ -	\$ (3,335)	\$ -	\$ -	\$ -

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

Anticipated total number of units	1,163
Professional & administrative costs per unit	\$ 84.73
Field operations and maintenance costs per unit	\$ 131.06

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	2,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations and maintenance

Field operations manager	6,000
Landscaping contract labor	30,000
Insurance: property	4,125
Porter services	6,000
Backflow prevention test	300
Irrigation maintenance/repair	4,000
Plants, shrubs & mulch	10,000
Annuals	10,000
Tree trimming	2,000
Signage	1,000
General maintenance	4,000
Fence/wall repair	10,000
Aquatic control - ponds	6,000
Fountain electric	24,000
Electric:	
Irrigation	3,000
Street lights	18,000
Entrance signs	2,000
Water- irrigation	12,000
Total expenditures	<u><u>\$250,965</u></u>

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

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Harmony on Lake Eloise Community Development District
c/o Craig Wrathell and
Chris Tyree
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
christyree@forestar.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

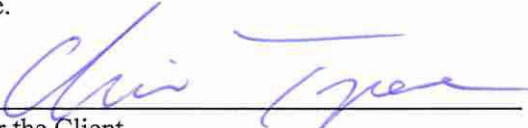
/s/ Jere Earlywine

Instructions

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

**KUTAK ROCK LLP
FEE AGREEMENT FOR
HARMONY ON LAKE ELOISE CDD**

I. PARTIES

THIS FEE AGREEMENT (“Fee Agreement”) is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

- A. Harmony on Lake Eloise Community Development District (“Client”)
c/o Wrathell, Hunt and Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“KUTAK”)
107 West College Avenue (32301)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.
- B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. FEES

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2023, hourly rates will be \$295 per hour for shareholders, \$265 per hour associates, \$235 per hour for contract attorneys and \$190 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2023, KUTAK will provide issuer’s counsel services under a flat fee of \$38,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

IV. CLIENT FILES

The files and work product materials (“Client File”) of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may

confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Fee Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

VII. EXECUTION OF FEE AGREEMENT

This Fee Agreement shall be deemed fully executed upon its signing by KUTAK and the Client. The contract formed between KUTAK and the Client shall be the operational contract between the parties.

VIII. ENTIRE CONTRACT

This Fee Agreement constitutes the entire agreement between the parties.

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Its: _____

Date: _____

KUTAK ROCK LLP

By:  _____

Jere L. Earlywine

Date: _____

ATTACHMENT A

KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Fee Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the Client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The Client is responsible for notifying the firm of any particular billing arrangements or procedures which the Client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

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Sent Via Email: kantarzhia@whhassociates.com

January 24, 2023

Mr. Andrew Kantarzhi
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431

Subject: **Proposal to Provide Professional Consulting Services
Harmony on Lake Eloise Community Development District
2023 Supplemental Engineer's Report
City of Winter Haven, Florida**

Dear Mr. Kantarzhi:

Dewberry Engineers Inc. is pleased to submit this proposal to provide professional consulting services for the Harmony on Lake Eloise Community Development District (CDD). The project is generally located west of Lake Eloise, north of Eagle Lake Loop, south of Lake Lulu, and east of US 17 and Snively Elementary School within the City of Winter Haven, Polk County, Florida.

With this information in mind, we propose the following tasks and corresponding fees:

I. 2023 Supplemental Engineer's Report

We will prepare a Supplemental Engineer's Report for the Harmony on Lake Eloise CDD. As part of our report, we will provide a description of the proposed Series 2023 project and the various included components of the community. We will detail ownership, maintenance, and operations for each infrastructure system within the Series 2023 project and provide exhibits for each component of the Series 2023 project and other maps as needed. We will provide probable construction costs for the proposed Series 2023 capital improvements.

Our fee for this task will be a fixed fee of \$8,500, plus other direct costs.

II. Consultant Coordination/Project Meetings

We will meet with the Client as necessary to keep the Client informed of the current project status, review engineering or other items. We will also attend local meetings throughout this design phase to coordinate the engineering planning aspects of the project with the other team consultants. This will also be used for miscellaneous requests that are not covered in previous tasks. This task assumes up to twenty-five (25) hours of meetings and coordination.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$4,500, plus other direct costs.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$1,000.

This proposal and Master Services Agreement, both of which have been reviewed and are fully understood, represent the entire understanding between Harmony on Lake Eloise Community Development District with regard to the referenced project. This proposal shall remain in effect for acceptance for a period of thirty (30) days from the date thereof, after which time Dewberry Engineers Inc. reserves the right to review and revise its proposal. Once accepted, this proposal may only be modified in writing with the consensus of both parties. If you wish to accept this proposal, please sign and date where indicated and return one complete copy to Aimee Powell, Project Administrator in our Orlando office at 800 North Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



Nicole P. Stalder, P.E., LEED-AP
Vice President
Department Manager, Site/Civil Services

NPS:ap

M:\Proposals - Public\Municipal\Harmony on Lake Eloise CDD\Harmony on Lake Eloise CDD Supplemental Engineer's Report - 01-24-2023

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Harmony on Lake Eloise Community Development District

Date: _____

STANDARD HOURLY BILLING RATE SCHEDULE

Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$115.00, \$130.00, \$150.00
Engineer IV, V, VI	\$165.00, \$185.00, \$215.00
Engineer VII, VIII, IX	\$240.00, \$255.00, \$280.00
Environmental Specialist I, II, III	\$100.00, \$120.00, \$140.00
Senior Environmental Scientist IV, V, VI	\$165.00, \$180.00, \$195.00
Planner I, II, III	\$100.00, \$120.00, \$140.00
Senior Planner IV, V, VI	\$165.00, \$180.00, \$195.00
Landscape Designer I, II, III	\$100.00, \$120.00, \$140.00
Senior Landscape Architect IV, V, VI	\$165.00, \$180.00, \$195.00
Principal	\$330.00
Technical	
CADD Technician I, II, III, IV, V	\$80.00, \$100.00, \$120.00, \$135.00, \$165.00
Designer I, II, III	\$110.00, \$130.00, \$150.00
Designer IV, V, VI	\$170.00, \$190.00, \$210.00
Construction	
Construction Professional II, III	\$150.00, \$180.00
Construction Professional IV, V, VI	\$200.00, \$230.00, \$265.00
Survey	
Surveyor I, II, III	\$68.00, \$83.00, \$98.00
Surveyor IV, V, VI	\$112.00, \$125.00, \$140.00
Surveyor VII, VIII, IX	\$160.00, \$185.00, \$220.00
Senior Surveyor IX	\$265.00
Fully Equipped 2, 3, 4 Person Field Crew	\$175.00, \$220.00, \$265.00
Administration	
Administrative Professional I, II, III, IV	\$70.00, \$90.00, \$115.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2023-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

- 1. PRIMARY ADMINISTRATIVE OFFICE.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
- 2. PRINCIPAL HEADQUARTERS.** The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____, and within the City of Winter Haven, Polk County, Florida.
- 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of April, 2023.

ATTEST:

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

8

FIRST AMENDMENT TO LAKE MAINTENANCE SERVICES AGREEMENT

This First Amendment ("**First Amendment**") is made and entered into this ____ day of _____, 2023, by and between:

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Lake Pros LLC, a Florida limited liability company, whose address is P.O. Box 3885 Shader Road, Orlando, Florida 32808 (the "**Contractor**," and collectively with the District, the "**Parties**").

RECITALS

WHEREAS, on January 19, 2023, the District and the Contractor entered into an agreement for lake maintenance services (the "**Services Agreement**"); and

WHEREAS, pursuant to Section 15 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

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 agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

- A.** The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "**Additional Work**"). The

District shall pay Contractor Two Thousand Fifty Dollars (\$2,050.00) per month for the Additional Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

Attest:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

LAKE PROS LLC

By: _____

By: _____
Its: _____

Exhibit A: Proposals for Additional Work

EXHIBIT A



March 27, 2023

Harmony on Lake Eloise
C/O Forestar

Name: William Fife, LCAM
Phone: (407) 850-3042
Email: williamfife@forestar.com
Address: 1064 Greenwood Blvd, Ste 200
Lake Mary, FL, 32746

This agreement, made by and between Lake Pros, LLC., ("Contractor") and Harmony on Lake Eloise ("Owner")

-Lake Maintenance Agreement-

Harmony on Lake Eloise: Lake management services include:

- 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

Current Monthly Investment (Pond 1): \$185.00

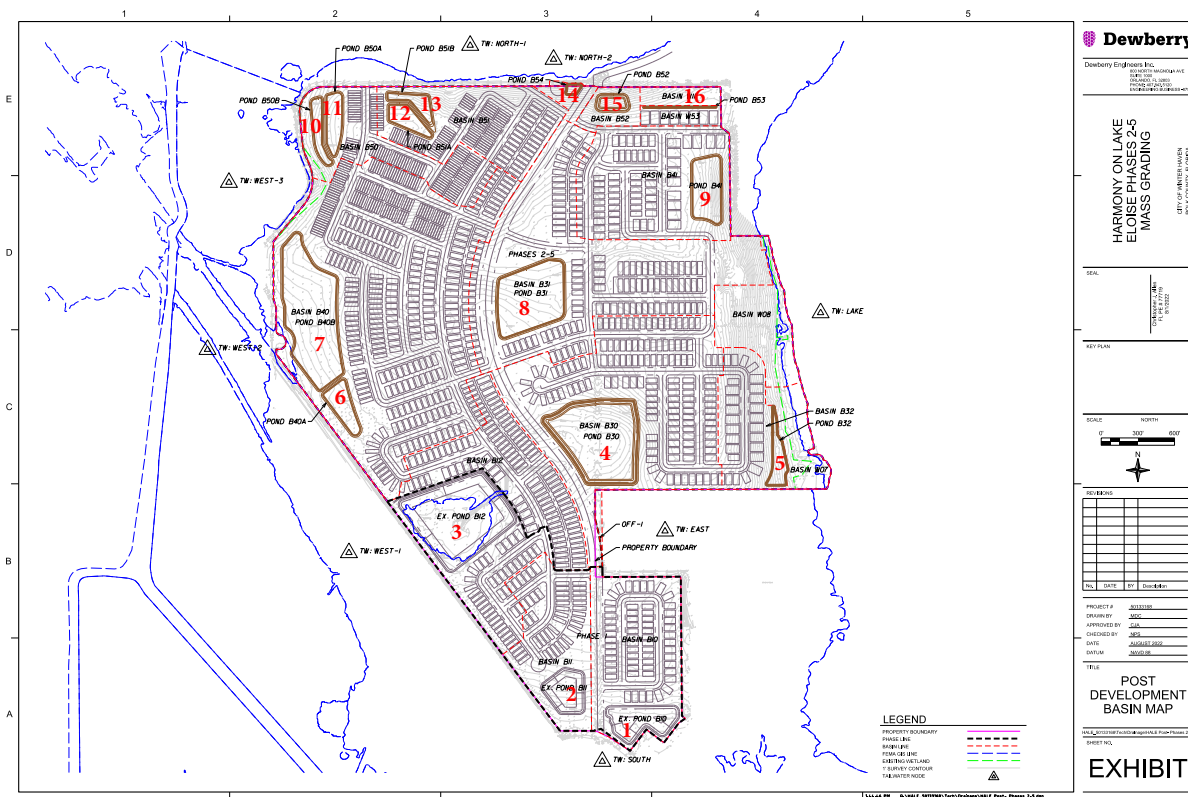
Investment Schedule Additional Ponds:

- ***Pond 2: \$145.00 Monthly***
- ***Pond 3: \$175.00 Monthly***
- ***Pond 4: \$175.00 Monthly***
- ***Pond 5: \$145.00 Monthly***
- ***Pond 6: \$145.00 Monthly***
- ***Pond 7: \$175.00 Monthly***
- ***Pond 8: \$145.00 Monthly***
- ***Pond 9: \$150.00 Monthly***
- ***Pond 10: \$125.00 Monthly***

3885 Shader Road, Orlando, Florida 32808

 (407) 445-2000  www.lakepro.co

- **Pond 11: \$125.00 Monthly**
- **Pond 12: \$125.00 Monthly**
- **Pond 13: \$125.00 Monthly**
- **Pond 14: \$95.00 Monthly**
- **Pond 15: \$105.00 Monthly**
- **Swale 16: \$95.00 Monthly**



3885 Shader Road, Orlando, Florida 32808

(407) 595-3648 www.lakepro.co



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Whitehead Agency Inc P.O. Box 940096 Maitland FL 32794-0096		CONTACT NAME: Lori Charles PHONE (A/C, No, Ext): (407) 831-4424 E-MAIL ADDRESS: lcharles@thewhiteheadagency.com FAX (A/C, No): (407) 831-4421																						
INSURED Lake Pros, LLC 3885 Shader Road Orlando 32808		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Evanston Insurance Co</td> <td></td> <td>35378</td> </tr> <tr> <td>INSURER B: AmGUARD</td> <td></td> <td>42390</td> </tr> <tr> <td>INSURER C: RetailFirst Insurance Co</td> <td></td> <td>10700</td> </tr> <tr> <td>INSURER D: Westchester Surplus Lines Ins</td> <td></td> <td>10172</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Evanston Insurance Co		35378	INSURER B: AmGUARD		42390	INSURER C: RetailFirst Insurance Co		10700	INSURER D: Westchester Surplus Lines Ins		10172	INSURER E:			INSURER F:		
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INSURER D: Westchester Surplus Lines Ins		10172																						
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: Master Cert

REVISION NUMBER:

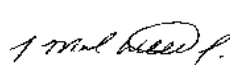
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	3FD8232	06/08/2022	06/08/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> Blanket Additional Insured						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Blanket Waiver of Subrogation						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
OTHER:							\$	
B	AUTOMOBILE LIABILITY			LAAU366193	01/10/2023	01/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
<input checked="" type="checkbox"/> PIP 10,000 <input checked="" type="checkbox"/> Med-5,000	Uninsured motorist \$ 1,000,000							
	UMBRELLA LIAB						COMBINED SINGLE LIMIT \$	
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
DED RETENTION \$							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	0520-61770	02/27/2022	02/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			G73615410002	12/01/2022	12/01/2023	Each Pollution Condition 1,000,000	
							General Aggregate 2,000,000	
							Deductible 2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Harmony on Lake Eloise Community Development District, and others as required by written contract, are included under GL Additional Insured per blanket form CG 20 33 and CG 20 39; Waiver of Subrogation per blanket form under the GL and WC; such insurance shall be considered primary and non-contributory. Coverages afforded to additional insureds apply per issued policy forms and endorsements, when required by written contract. 30 day notice of cancellation under the GL and WC.

CERTIFICATE HOLDER**CANCELLATION**

Harmony on Lake Eloise Community Development District 1064 Greenwood Blvd., Suite200 Lake Mary FL 32746	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

9

**Uniting partners through exceptional
landscape services**



UNITED
Land Services

Harmony on Lake Eloise

Harmony on Lake Eloise CDD



**Proposal
For
Landscape & Irrigation Maintenance**

March 2023

March 2, 2023

Harmony on Lake Eloise
c/o Forestar

RE: Landscape Maintenance & Irrigation Proposal

Dear Bill,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Chris Marquess

Business Development Manager
United Land Services
cmarquess@unitedlandservices.com



**Company History,
Experience & Services**

Company History

Field Support Office

12276 San Jose Blvd
Jacksonville, FL 32223
(904) 829-9255

Total Number of Employees

700+

Our History

How It All Started

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 400 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

Additional Areas Served

- Montgomery, Alabama
- Central Florida
- Port St. Lucie, Florida
- Fernandina Beach, Florida
- Tampa, Florida
- Jacksonville, Florida
- Ft. Lauderdale, Florida
- Naples, Florida
- Ft. Myers, Florida
- Yulee, Florida
- Panama City, Florida
- Miami, Florida
- Florida Keys



Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entrances

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

Irrigation Experts

Your Team of Certified & Licensed Specialists



Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



Agronomics Program

Certified Pest Control Operators



Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

Hurricane Preparedness

Plan of Action

United Land Services is able and ready to handle any and all necessary storm cleanup related work. We address the cleanup & remediation process in a three phase approach to get customers back online quickly.



Phase 1

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thoroughfares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock-piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers",



Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements



Exclusive Partnership



Exclusive Partnership





Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase I (Days 1-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.



Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify “Plan of Action” if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.





Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication through pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



Sample Property- 4/5/21, 8:52
AM

Bill (FGL), Tom (FGL)

Monday, April 5, 2021

Prepared For

11 Items Identified

Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Issue 1
 Selectively remove tall stalks on White BOP in a sectional manor.
 Removals tagged with orange tape



Issue 2
 Remove Mags on Cody Chase



Issue 3
 Declining Washingtonian on Cody Chase

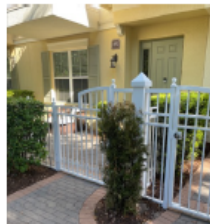


Issue 4
 Remove staking kit

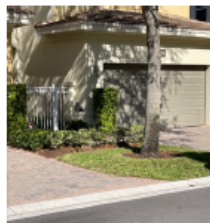
SAMPLE



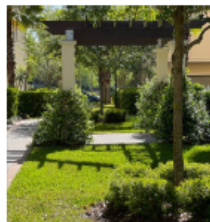
Issue 5
 Queen Palm on 46A dead from Ganoderma



Issue 6
 Possible irrigation issue on Podocarpus along 46A units



Issue 7
 Replace declining Pittisporum with turf



Issue 8
 Proposal for method to attach Jasmine to columns / pergola

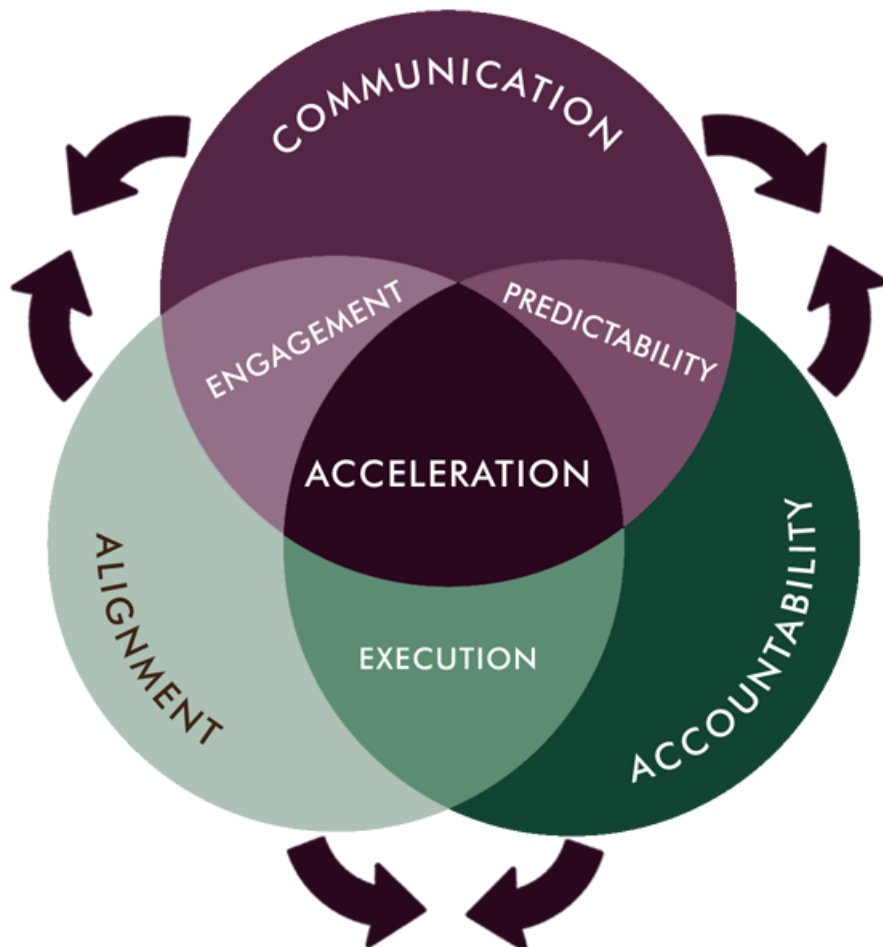
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.





Certifications

Certification

Your Agronomics and Irrigation Specialists

STATE OF FLORIDA
Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
November 4, 2022	JB303559	October 31, 2023

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2023** AT

6386 BETH ROAD
 ORLANDO, FL 32824

Lawn and Ornamental

UNITED LAND SERVICES LLC
 12276 SAN JOSE BLVD
 STE 747
 JACKSONVILLE, FL 32223

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 13, 2022	JF143135	June 1, 2023

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2023**

Lawn and Ornamental

SCOTT PRITT
 15250 JOHN LAKE RD
 CLERMONT, FL 34711

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
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6386 BETH ROAD
 ORLANDO, FL 32824

Lawn and Ornamental

UNITED LAND SERVICES LLC
 12276 SAN JOSE BLVD
 STE 747
 JACKSONVILLE, FL 32223

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
September 24, 2022	JF296087	June 1, 2023

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2023**

General Household Pest and Rodent Control
 Lawn and Ornamental

ANTHONY ALRIK BRETZ
 246 CEZANNE CIRCLE
 PONTE VEDRA, FL 32081

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

IRRIGATION SPRINKLER

St. Johns County
Authorized Contractor



License No: BL-4240
 BLANDFORD, ROBERT J
 FLORIDA ULS OPERATING LLC DBA UNITED LANDSCAPES
 DOB: 7/31/1975
 Issued: 9/8/2021
 Expires: 9/30/2023

* License valid through expiration date, unless sooner disqualified *

IRRIGATION & PUMP CERTIFICATE OF COMPETENCY
 VOL #16012701
Robert Blandford
 United Landscapes

Robert Blandford

NAME

Failure to renew license by expiration date will result in discontinuance of permit issuance!
EXPIRES: 09/30/2023

Certification

Your Agronomics and Irrigation Specialists



State of **Florida**

Department of Agriculture and Consumer Services
 Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF143135
SCOTT PRITT

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn & Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on July 7, 2006




Charles H. Bronson
 Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control



DACS form 1780, Feb. 99

This Receipt is issued pursuant to County ordinance 87-36

2022/2023 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1047205
EXPIRES September 30, 2023

Business Type Irrigation/Sprinkler System (L)
Location 12428 San JoSE Blvd # 4
 Jacksonville FL 32223
Business Name **United Landscapes**
Owner Name Florida Uls Operating LLC
Mailing Address 937 Bulkhead Rd
 Green Cove Springs, FL 32043






New Business Transfer

Tax 18.00
Penalty 0.00
Cost 0.00
Total **18.00**

Certification

Your Agronomics and Irrigation Specialists

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
BLANDFORD, ROBERT JOHN UNITED HOME BUILDERS OF JACKSONVILLE INC 937 BULKHEAD RD GREEN COVE SPRINGS FL 32043			
LICENSE NUMBER: CBC1251617 EXPIRATION DATE: AUGUST 31, 2024 Always verify licenses online at MyFloridaLicense.com			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

This Receipt is issued pursuant to
 County ordinance 87-36

2022/2023 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1055281
EXPIRES September 30, 2023

Business Type Landscaping & Maint
Location 12428 San Jose Blvd # 4
 Jacksonville FL 32223

**New Business
 Transfer**

Business Name **United Landscapes**

Owner Name Florida Uls Operating LLC

**Mailing
 Address** 937 Bulkhead Road
 Green Cove Springs, FL 32043



Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

Certification

Your Agronomics and Irrigation Specialists

FX LUMINAIRE


Matt Stinson

has successfully completed the

FX Luminaire Designer Training

ONLINE TRAINING PROGRAM



PHIL ROBISCH, CID, CLIA, CLWM
Product Training Manager



TODD D. POLDERMAN
Vice President, Marketing
Landscape Irrigation and Outdoor Lighting





GV8446-1
Certificate #
GV8446
Trainee ID #

Certificate of Training

Best Management Practices

Florida Green Industries



The undersigned hereby acknowledges that

Matthew Stinson

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.



Issuer

J. Sowards

Instructor

1/28/2010

Date of Class



DEE Program Administrator

Not valid without seal

Certification

Your Agronomics and Irrigation Specialists

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Florida ULS Operating, LLC		
2 Business name/disregarded entity name, if different from above United Land Services		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶		
5 Address (number, street, and apt. or suite no.) See instructions. 12276 San Jose Boulevard, Suite 747	Requester's name and address (optional)	
6 City, state, and ZIP code Jacksonville, Florida 32223		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																					
	Social security number <table border="1" style="width:100%; text-align: center;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																				
	OR Employer identification number <table border="1" style="width:100%; text-align: center;"> <tr><td>8</td><td>5</td><td>-</td><td>2</td><td>4</td><td>9</td><td>7</td><td>9</td><td>2</td><td>5</td></tr> </table>	8	5	-	2	4	9	7	9	2	5										
8	5	-	2	4	9	7	9	2	5												

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ <i>B. Rathoff</i>	Date ▶ <i>1/3/2023</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**Scope of Services
Summary**

Exhibit A: Scope of Services Summary

Annual Maintenance Outline

In order to maintain a high-level of service for your property, we plan carefully and intentionally to anticipate the needs of your property. Our team of experienced professionals have a keen attention to detail. Please ask if you have any questions about our visits or frequencies.

SERVICES	VISITS
Maintenance Services	
Mowing Services St. Augustine	42
Bahia	26
Detail Services	
Pruning	12
Weeding— Manual and Chemical Visits	As Needed
Fertilization & Pest Control Services	
Turf Weed & Insect Control	As Needed
Granular Turf Applications (St Aug)	4
Shrub Visits	2
Shrub Insecticide & Fungicide	As Needed
Irrigation	
Monthly Inspections with Reports	12
Palm Pruning	
Palms	
Mulch	
Mini Pine Bark	
Annuals	

Scope of Services Summary

Annual Maintenance Outline

The following outline details our proposed scope of services and offerings to be provided by our service teams, to ensure we meet the specific needs of your project as governed by our agreement.

LANDSCAPE MAINTENANCE PROGRAM

1. Turf Grass Mowing

- a. Mowing schedule based on climate and turf type.
- b. Mowing height to be adjusted based on turf type.
- c. Cuts postponed because of weather to be made up as soon as possible.
- d. Hard edging (concrete) will be done per cut, soft edge will be done every other cut. Landscape beds containing rock will not be mechanically edged.
- e. Areas too small to mow will be completed with a string trimmer or push mower.
- f. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.

2. Ornamental Detailing

- a. Detail operations will be completed in a sectional manner once monthly.
- b. Plant material will be trimmed to retain the natural shape and function of the plant using Best Management Practices and techniques.
- c. Trees will have trunks cleared of sprouts and elevated to 8' in Green areas and 15' in Paved areas.
- d. Palms under 15' will have brown fronds removed during detail rotation.
- e. Post emergent herbicide will be used in landscape beds to control unwanted weeds and vegetation.

3. Fertilization & Pest Control Services

- a. Turf will be fertilized using a premium slow release granular fertilizer. Applications will adhere to any State and Local ordinance including Blackout Periods.
- b. Fertilizer composition (NPK, Nitrogen, Phosphorous, Potassium) will be determined based on site needs.
- c. Pre and Post Emergent Herbicides will be used as needed to control weeds in turfgrass.
- d. All applications will be used as directed by the manufacturers instructions for use and in accordance with all State and Federal regulations / guidelines.
- e. Ornamental Plants, Trees & Palms will receive a balanced fertilizer at appropriate rates, typically in spring and fall months.

Scope of Services Summary

Annual Maintenance Outline

4. Irrigation Inspections & Maintenance

- a. System will be routinely inspected for operational efficiency and condition.
- b. Visual inspection will include controller and electronic components, spray and rotor heads and shrub risers.
- c. Minor adjustments for efficiency will be made during inspection.
- d. Repairs for malfunctioning, broken or worn out components (heads, line breaks, controllers and electronics, pumps, etc.) will be done after client approval.

5. Seasonal Color (Annuals) Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Flower type will be selected based on climate, availability at time of install and coordination with adjacent neighborhood associations to ensure uniformity.
- c. Flower beds will be maintained to remove faded or dead plants and to ensure optimal bloom production and neat appearance.
- d. Commercial fertilizer will be applied to all areas at time of install with follow up applications of micro nutrient, fungicide and pesticide based on flower type and Best Management Practices.
- e. Standard Annuals to be used for quarterly changeouts. Premium varieties to incur additional cost.

6. Mulch & Pine Straw Installation

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

ADDITIONAL SERVICES AND TEAM EXPECTATIONS

1. Extra Services

- a. We will provide extra/special services based on agreement and specifications set forth by the Client

2. Team Expectations

- a. Our field personnel will be licensed for all applicable maintenance duties, included any pesticide applications, as required by law.

3. Appearance

- a. Our team is required to maintain a professional and well-groomed appearance at all times.



Your Investment

Exhibit B: Your Investment

Landscape Management Proposal

Contract Maintenance	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$1,780	\$21,360
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$198	\$2,376
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$143	\$1,716
Total for Landscape Maintenance	\$2,121	\$25,452

Additional Items	Quantity	Price
Mulch		\$Per request
Annuals		\$Per request
Palm Pruning		\$Per request

SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is entered into this _____ day of _____, 2023 between _____ (the “**Customer**”), and Florida ULS Operating, LLC DBA United Land Services, LLC (the “**Contractor**”). 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 in accordance with the following terms and conditions of this Agreement.

Service Address: _____

Bill to Address _____

1. *Term.* The initial term of the Agreement shall commence for a three (3) year period commencing on _____ and ending on _____. After expiration of the initial term, the Agreement shall continue on a month-to-month basis unless terminated by either party upon thirty (30) days prior written notice.

2. *Services.* Contractor agrees to provide the Customer with the scope of services set forth in **Exhibit A** (the “Services”). Contractor agrees to provide all labor, material, equipment, and supervision to perform the duties outlined by this Agreement, except that Customer shall provide any water and utilities necessary for Contractor to perform the Services. Contractor warrants to the Customer that: (i) Contractor will perform the Services in a workmanlike manner in accordance with reasonable prevailing industry standards; (ii) Contractor shall comply with all applicable laws; (iii) Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor shall not be liable for any nonperformance, delays, or alleged deficient performance resulting from any environmental issues, including drought, hurricane, flooding, tornados, rainfall, storms, earthquakes, or other disasters or weather events, any governments actions or changes in law, any wars, acts of terrorism, epidemics, shortages, strikes or other labor issues, or other causes beyond the control of Contractor. Contractor’s liability to Customer for any alleged non-performance under this Agreement shall be expressly limited to the amount of compensation actually received by Contractor for the disputed scope of work.

3. *Compensation.* In consideration of the Contractor’s performance of the Services, the Customer agrees to pay Contractor the fees set forth on **Exhibit B** for the total monthly amount of \$_____. On each anniversary date of this Agreement, the agreed upon fees for Contractor’s Services shall be increased by 3% over the previous year’s level or CPI, whichever is greater. Customer shall be responsible for all sales, use, and other taxes with respect to all amounts paid by the Customer to Contractor under this Agreement other than taxes on Contractor’s income.

4. *Confidentiality.* Customer acknowledges this agreement along with any documentation, financial data, designs and plans provided by the Contractor are confidential information and shall not be disclosed by the Customer to any other person or entity.

5. *Late Payment.* If payment is not received within 30 days of invoicing, a 1.5% per month late fee will be applied to all unpaid balances. Should Contractor need to pursue legal action to collect any amounts owed, Customer agrees to pay Contractor’s attorney’s fees, court costs, and all other expenses incurred.

6. **Termination.** Customer may terminate this Agreement for cause, if Contractor, after prior written notice per section 7, of any default hereunder, fails to cure that default within 30 days thereafter. Customer shall pay for all services performed up to the effective date of any valid termination. Contractor, upon 30 days prior written notice to Customer, may terminate this Agreement without cause.

7. **Notices.** Any notice required to be sent to the Contractor under this Agreement shall be sent to the following address unless otherwise specified: Attention _____ 12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223. Any notice required to be sent to the Customer under this Agreement shall be sent to the Service Address specified above, or to such other address as Customer hereafter provides.

8. **Insurance.** Contractor acknowledges and agree that it shall be solely responsible for securing and maintaining all insurance coverage for itself and its employees, including without limitation, commercial general liability, workers' compensation and employers' liability, comprehensive automobile, and umbrella liability. Contractor shall provide proof of insurance coverage prior to commencement and shall not cancel or change any coverage without providing Customer written notice.

9. **Licenses.** Contractor shall maintain all applicable licenses and permits within the cities, counties and states of operations.

10. **Indemnification.** Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault.












11. **General.** Contractor enters into this Agreement as an independent contractor. Contractor shall be solely responsible for all taxes, withholdings, and other similar statutory obligations with respect to its employees, including without limitation, Worker' Compensation Insurance. Either party may assign this Agreement to an affiliate or to any successor entity or purchaser of a substantial portion of the assets of such party that relate to the subject matter of this Agreement without the other party's consent but with written notice. This Agreement shall be governed by the laws of the State of Florida. The exclusive jurisdiction for the resolution of any disputes arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Duval County, Florida. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

CONTRACTOR Florida ULS Operating, LLC DBA United Land Services, LLC _____ Signature _____ Date	CUSTOMER _____ Signature _____ Date
--	--

Providing exceptional landscape services to partners across the state of Florida.

				
	 <p>UNITED Land Services</p> <p>Jena Rodgers Director of Sales</p> <p>Phone: 407 230 0117 Email: jrogers@unitedlandservices.com</p>			
				
				

United We Grow!



*Uniting partners through exceptional
landscape services*

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

10

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between:

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431 (“**District**”), and

Leland Management, Inc., a Florida corporation, and whose address is 6972 Lake Gloria Blvd, Orlando, Florida 32809 (“**Manager**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District, which Improvements include stormwater ponds, conservation areas, open spaces, landscaping, hardscaping and irrigation systems and which may in the future include an amenity clubhouse; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. Manager’s Obligation.

A. Field Operations Management. The Manager shall provide the District with field operations management services for the Improvements, and shall designate a representative for purposes of reporting to and coordinating with the District (“**Manager’s Representative**”). The Manager shall notify the District in writing of any change in the Manager’s Representative. Manager shall be responsible for, and

authorized to perform on behalf of the District, general oversight and management of the Improvements, as further described in the "Scope of Services and Responsibilities" attached hereto as **Exhibit A**.

- B. *Inspection.*** The Manager shall conduct periodic inspections of all Improvements. In the event the Manager discovers any irregularities of, or needs of repair to, the Improvements, the Manager shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
 - C. *Notification of Emergency Repairs.*** The Manager shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Manager is aware when such repairs are necessary for the preservation and safety of persons and/or property.
 - D. *Care of the Property.*** The Manager shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Manager, its employees or contractors. The Manager agrees to promptly repair any damage to such property resulting from the Manager's activities and work and to notify the District of the occurrence of such damage caused by the Manager's activities within forty-eight (48) hours.
 - E. *Limitations on Manager's Duties.*** Notwithstanding anything contained herein to the contrary:

 - i.** The Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Manager have the authority to approve change orders;
 - ii.** The Manager shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.
- 3. Compensation.** The District shall pay the Manager Five Hundred Dollars (\$500.00) per month for the provision of field operations management services pursuant to the terms of this Agreement.
- 4. Term.**
- A.** The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2023, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods, unless terminated pursuant to the terms hereof.

- B.** Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice with or without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation due for work performed prior to termination, subject to any offsets the District may have.

5. Insurance. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

6. Indemnity. 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. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein 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. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

7. Recovery of Costs and Fees. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

8. Limitations on Governmental Liability. 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.

9. Assignment. Neither Party may assign this Agreement without the prior written approval of the other.

10. Independent Contractor Status. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

11. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

12. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

13. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.

14. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

15. Notices. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

16. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, 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 corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

17. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in the County in which the District is located.

18. Public Records. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Cindy Cerbone** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

20. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a

dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

21. E-VERIFY. The 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. The District may terminate this 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.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

LELAND MANAGEMENT, INC.

By: _____

Print Name: _____

Its: _____

EXHIBIT A

Managerial Services – \$500.00 per month, plus reimbursable expenses set forth herein

1. Manager Representative shall conduct one site visit per month at no additional charge to the District.
2. Manager shall operate the common elements and other property owned by the CDD (the “**Property**”) according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Manager to operate in accordance with the budget and governing documents.
2. Manager shall engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District property in accordance with the District’s policies and Rules of Procedure.
3. Manager shall solicit and negotiate bids for purchases of services and materials to the District at the direction of the Board.
4. Manager shall review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Manager shall solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Manager shall prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of special assessments.
7. Manager shall perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the property as well as assist the District in the enforcement of the provisions of the District’s governing documents, the Rules and Regulations, and architectural guidelines.
8. Manager shall make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Manager is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Manager may charge the fee for attendance of any additional District Board meetings beyond 12 District Board meetings held during weekdays/non - Holiday per fiscal year. Any meeting over 3 hours

will be billed at \$75 per hour for the time over the three-hour limit. Lastly, any meeting requiring Manager participation that extends beyond 9pm will be billed at \$75 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$75 per hour.

REIMBURSABLE EXPENSE SCHEDULE

Postage	Actual cost
Meeting & Yard Sale Signs	\$25.00 per sign
Newsletter production	\$50.00 per page
Meeting attendance beyond contract	\$75.00 per hour
Folders and envelopes	.25 each
Hanging file folders	.40 each
Mailing labels	.50 per sheet of 30
Standard envelopes	.10 each
10 x 13 envelopes	.35 each
Double window envelopes	.20 each
Padded envelopes	.70 each
Site inspections beyond contract	\$100.00
Flash Drive	\$7
Return payment envelopes	.12 each
Sales / Rental approvals	\$50.00 each
Black and White photocopies	.15 each
Color photocopies	.30 each
Office Records Storage	\$5.00 per month per box
Projects & Research	\$25 per hour
Monthly financials	included

EXHIBIT B

Insurance Certificates with Endorsements

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2023**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 13,166	\$ -	\$ 13,166
Undeposited funds	3,363	-	3,363
Due from Landowner	3,335	-	3,335
Due from general fund	-	137	137
Total assets	<u>\$ 19,864</u>	<u>\$ 137</u>	<u>\$ 20,001</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 13,324	\$ 137	\$ 13,461
Due to debt service fund	137	-	137
Due to Landowner	403	7,796	8,199
Landowner advance	6,000	-	6,000
Total liabilities	<u>19,864</u>	<u>7,933</u>	<u>27,797</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	3,335	-	3,335
Total deferred inflows of resources	<u>3,335</u>	<u>-</u>	<u>3,335</u>
Fund balances:			
Restricted for:			
Debt service	-	(7,796)	(7,796)
Unassigned	(3,335)	-	(3,335)
Total fund balances	<u>(3,335)</u>	<u>(7,796)</u>	<u>(11,131)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 19,864</u>	<u>\$ 137</u>	<u>\$ 20,001</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 3,226	\$ 24,270	\$ 208,978	12%
Total revenues	<u>3,226</u>	<u>24,270</u>	<u>208,978</u>	12%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	10,000	48,000	21%
Legal	-	1,169	25,000	5%
Engineering	-	-	2,000	0%
Audit	-	-	6,000	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	83	200	42%
Postage	-	-	500	0%
Printing & binding	42	208	500	42%
Legal advertising	201	201	2,000	10%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	705	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,965</u>	<u>17,541</u>	<u>98,540</u>	18%
Field operations				
Field operations manager	-	-	4,500	0%
Landscaping contract labor	-	-	33,750	0%
Insurance: property	-	-	3,750	0%
Porter services	-	-	4,500	0%
Backflow prevention test	-	-	113	0%
Irrigation maintenance/repair	-	-	2,250	0%
Plants, shrubs & mulch	-	-	7,500	0%
Annuals	-	-	7,500	0%
Tree trimming	-	-	1,500	0%
Signage	-	-	750	0%
General maintenance	370	370	3,000	12%
Fence/wall repair	-	-	1,125	0%
Aquatic control - ponds	-	-	4,500	0%
Fountain electric	-	-	4,500	0%
Fountain maintenance	-	-	1,500	0%
Electric:				
Irrigation	-	-	1,800	0%
Street lights	-	-	18,000	0%
Entrance signs	-	-	900	0%
Water- irrigation	-	-	9,000	0%
Total field operations	<u>370</u>	<u>370</u>	<u>110,438</u>	0%

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
Total expenditures	<u>3,335</u>	<u>17,911</u>	<u>208,978</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	(109)	6,359	-	
Fund balances - beginning	<u>(3,226)</u>	<u>(9,694)</u>	-	
Fund balances - ending	<u><u>\$ (3,335)</u></u>	<u><u>\$ (3,335)</u></u>	<u><u>\$ -</u></u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>137</u>
Total debt service	<u>-</u>	<u>137</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 (137)
 Fund balances - beginning	 <u>(7,796)</u>	 <u>(7,659)</u>
Fund balances - ending	<u><u>\$ (7,796)</u></u>	<u><u>\$ (7,796)</u></u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Harmony on Lake Eloise Community Development District held a Regular Meeting on January 19, 2023 at 9:30 A.M., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

Present at the meeting were:

Mary Moulton	Vice Chair
Bill Fife	Assistant Secretary
John (JC) Nowotny	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jere Earlywine (via telephone)	District Counsel
Molly Banfield (via telephone)	District Engineer
Cynthia Wilhelm (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 9:32 a.m. Supervisors Moulton, Fife and Nowotny were present. Supervisors Potter and Tyree were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Courtney Potter, SEAT 4 (Term Expires November 2024)

Ms. Cerbone presented Ms. Courtney Potter's letter of resignation.

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the resignation of Ms. Courtney Potter from Seat 4, dated August 23, 2022, was accepted.

41 **FOURTH ORDER OF BUSINESS**

Consideration of Appointment of Lauren Martin to Fill Unexpired Term of Seat 4

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Mr. Fife nominated Ms. Lauren Martin to fill Seat 4. No other nominations were made.

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the appointment of Ms. Lauren Martin to Seat 4, Term Expires November 2024, was approved.

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- 51 • **Administration of Oath of Office to Newly Appointed Supervisor (*the following to be provided in a separate package*)**

52

The Oath of Office will be administered to Ms. Martin before or at the next meeting.

53

54 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
55 **Employees**

55

56 **B. Membership, Obligations and Responsibilities**

56

57 **C. Financial Disclosure Forms**

57

58 **I. Form 1: Statement of Financial Interests**

58

59 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

59

60 **III. Form 1F: Final Statement of Financial Interests**

60

61 **D. Form 8B – Memorandum of Voting Conflict**

61

62

63 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date

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67 Ms. Cerbone presented Resolution 2023-01. Mr. Fife nominated the following slate of
68 officers:

68

- | | | |
|----|----------------|---------------------|
| 69 | Bill Fife | Chair |
| 70 | Mary Moulton | Vice Chair |
| 71 | Craig Wrathell | Secretary |
| 72 | Chris Tyree | Assistant Secretary |
| 73 | JC Nowotny | Assistant Secretary |
| 74 | Lauren Martin | Assistant Secretary |

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75 Cindy Cerbone Assistant Secretary

76 Andrew Kantarzhi Assistant Secretary

77 No other nominations were made. Prior appointments by the Board for Treasurer and
78 Assistant Treasurer remain unaffected by this Resolution.

79

80 **On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor,**
81 **Resolution 2023-01, Designating Certain Officers of the District, as nominated,**
82 **and Providing for an Effective Date, was approved.**

83

84

85 **SIXTH ORDER OF BUSINESS** **Consideration of Lake Pros, LLC,**
86 **Agreement for Lake Maintenance Services**

87

88 Ms. Cerbone presented the Lake Pros, LLC, Agreement for Lake Maintenance Services
89 and noted that Mr. Fife forwarded a fully executed agreement to her.

90

91 **On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the**
92 **Lake Pros, LLC, Agreement for Lake Maintenance Services, in the amount of**
93 **\$185 per month, was approved.**

94

95

96 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-03,**
97 **Delegating to the Chairman of the Board of**
98 **Supervisors of Harmony on Lake Eloise**
99 **Community Development District (the**
100 **"District") the Authority to Approve the**
101 **Sale, Issuance and Terms of Sale of**
102 **Harmony on Lake Eloise Community**
103 **Development District Capital Improvement**
104 **Revenue Bonds, Series 2023 (Assessment**
105 **Area One), as a Single Series of Bonds**
106 **Under the Master Trust Indenture (the**
107 **"Series 2023 Bonds") in Order to Finance**
108 **the Assessment Area One Project;**
109 **Establishing the Parameters for the**
110 **Principal Amounts, Interest Rates,**
111 **Maturity Dates, Redemption Provisions**
112 **And Other Details Thereof; Approving the**
113 **Form of and Authorizing the Chairman to**
114 **Accept the Bond Purchase Contract for the**

115 **Series 2023 Bonds; Approving a Negotiated**
116 **Sale of the Series 2023 Bonds to the**
117 **Underwriter; Approving the Forms of the**
118 **Master Trust Indenture and First**
119 **Supplemental Trust Indenture and**
120 **Authorizing the Execution and Delivery**
121 **Thereof by Certain Officers of the District;**
122 **Appointing a Trustee, Paying Agent and**
123 **Bond Registrar for the Series 2023 Bonds;**
124 **Approving the Form of the Series 2023**
125 **Bonds; Approving the Form of and**
126 **Authorizing the Use of the Preliminary**
127 **Limited Offering Memorandum and**
128 **Limited Offering Memorandum Relating to**
129 **the Series 2023 Bonds; Approving the Form**
130 **of the Continuing Disclosure Agreement**
131 **Relating to the Series 2023 Bonds;**
132 **Authorizing Certain Officers of the District**
133 **to Take All Actions Required and to**
134 **Execute and Deliver All Documents,**
135 **Instruments And Certificates Necessary in**
136 **Connection With the Issuance, Sale And**
137 **Delivery of the Series 2023 Bonds;**
138 **Authorizing the Vice Chairman and**
139 **Assistant Secretaries to Act in the Stead of**
140 **the Chairman Or the Secretary, as the Case**
141 **May Be; Specifying the Application of the**
142 **Proceeds of the Series 2023 Bonds;**
143 **Authorizing Certain Officers of the District**
144 **to Take All Actions and Enter Into All**
145 **Agreements Required in Connection With**
146 **the Acquisition and Construction of the**
147 **Assessment Area One Project; And**
148 **Providing an Effective Date**
149

150 Mr. Earlywine presented Resolution 2023-03, which accomplishes the following:

- 151 ➤ Authorizes the issuance of the Series 2023 bonds.
- 152 ➤ Authorizes the award of the bonds and a approves Mr. John Kessler as Bond
153 Underwriter.
- 154 ➤ Approves the Supplemental Trust Indenture and Master Trust Indenture.
- 155 ➤ Sets forth the Schedule I Parameters, as attached.

156 ➤ Approves the form of Preliminary Limited Offering Memorandum (PLOM) and the
157 Continuing Disclosure Agreement (CDA).

158 ➤ Authorizes the Board Chair to execute.

159

160 **On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor,**
161 **Resolution 2023-03, Delegating to the Chairman of the Board of Supervisors of**
162 **Harmony on Lake Eloise Community Development District (the "District") the**
163 **Authority to Approve the Sale, Issuance and Terms of Sale of Harmony on Lake**
164 **Eloise Community Development District Capital Improvement Revenue Bonds,**
165 **Series 2023 (Assessment Area One), as a Single Series of Bonds Under the**
166 **Master Trust Indenture (the "Series 2023 Bonds") in Order to Finance the**
167 **Assessment Area One Project; Establishing the Parameters for the Principal**
168 **Amounts, Interest Rates, Maturity Dates, Redemption Provisions And Other**
169 **Details Thereof; Approving the Form of and Authorizing the Chairman to**
170 **Accept the Bond Purchase Contract for the Series 2023 Bonds; Approving a**
171 **Negotiated Sale of the Series 2023 Bonds to the Underwriter; Approving the**
172 **Forms of the Master Trust Indenture and First Supplemental Trust Indenture**
173 **and Authorizing the Execution and Delivery Thereof by Certain Officers of the**
174 **District; Appointing a Trustee, Paying Agent and Bond Registrar for the Series**
175 **2023 Bonds; Approving the Form of the Series 2023 Bonds; Approving the Form**
176 **of and Authorizing the Use of the Preliminary Limited Offering Memorandum**
177 **and Limited Offering Memorandum Relating to the Series 2023 Bonds;**
178 **Approving the Form of the Continuing Disclosure Agreement Relating to the**
179 **Series 2023 Bonds; Authorizing Certain Officers of the District to Take All**
180 **Actions Required and to Execute and Deliver All Documents, Instruments And**
181 **Certificates Necessary in Connection With the Issuance, Sale And Delivery of**
182 **the Series 2023 Bonds; Authorizing the Vice Chairman and Assistant Secretaries**
183 **to Act in the Stead of the Chairman Or the Secretary, as the Case May Be;**
184 **Specifying the Application of the Proceeds of the Series 2023 Bonds;**
185 **Authorizing Certain Officers of the District to Take All Actions and Enter Into All**
186 **Agreements Required in Connection With the Acquisition and Construction of**
187 **the Assessment Area One Project; And Providing an Effective Date, was**
188 **adopted.**

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191 **EIGHTH ORDER OF BUSINESS**

**Presentation of Supplemental Engineer’s
192 Report**

193

194 Ms. Banfield presented the Supplemental Engineer’s Report dated January 18, 2023. The
195 Cost Estimates Table on Page 6 reflects that the total estimated cost for Assessment Area One
196 is \$7,903,777.81.

197 Ms. Cerbone asked why Recreational Amenities were not included. Mr. Fife stated, as of
 198 right now, the plan is for the HOA to construct, own and operate the Clubhouse and other
 199 amenities. Ms. Cerbone stated Section 3.6, on Page 4 of the report, does not mention the HOA.
 200 Mr. Nowotny stated it should also be noted that the amenities are for Phase 3, not Phase 1. Ms.
 201 Banfield will add the HOA language and circulate an updated Report to all parties.

202

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the Supplemental Engineer’s Report dated January 18, 2023, in substantial form and with the edits noted, was approved.

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NINTH ORDER OF BUSINESS

Presentation of Preliminary First Supplemental Special Assessment Methodology Report

208
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212 Ms. Cerbone presented the Preliminary First Supplemental Special Assessment
 213 Methodology Report dated January 19, 2022. She reviewed the pertinent information,
 214 particularly the Appendix Tables on Pages 14 through 16.

215 Discussion ensued regarding the debt that will be levied and a commercial tract.

216

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the Preliminary First Supplemental Special Assessment Methodology Report, in substantial form, was approved.

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TENTH ORDER OF BUSINESS

Consideration of Resolution 2023-04, Setting Forth the Specific Terms of the District’s Special Assessment Revenue Bonds, Series 2023; Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-

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236 Up Payments; Providing for the
 237 Supplementation of the Improvement Lien
 238 Book; and Providing for Conflicts,
 239 Severability and an Effective Date
 240

241 Mr. Earlywine presented Resolution 2023-04.
 242

243 **On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor,**
 244 **Resolution 2023-04, Setting Forth the Specific Terms of the District’s Special**
 245 **Assessment Revenue Bonds, Series 2023; Making Certain Additional Findings**
 246 **and Confirming and/or Adopting an Engineer’s Report and a Supplemental**
 247 **Assessment Report; Delegating Authority to Prepare Final Reports and Update**
 248 **this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds;**
 249 **Addressing the Allocation and Collection of the Assessments Securing the**
 250 **Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for**
 251 **the Supplementation of the Improvement Lien Book; and Providing for**
 252 **Conflicts, Severability and an Effective Date, was adopted and authorizing the**
 253 **Chair and Vice Chair to execute, was approved.**

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 256 **ELEVENTH ORDER OF BUSINESS** **Consideration of Forms of Issuer’s Counsel**
 257 **Documents**
 258

259 Mr. Earlywine presented the following:

- 260 **A. Collateral Assignment Agreement**
- 261 **B. Completion Agreement**
- 262 **C. Declaration of Consent**
- 263 **D. Disclosure of Public Finance**
- 264 **E. Notice of Special Assessments**
- 265 **F. True-Up Agreement**

266
 267 **On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the**
 268 **Collateral Assignment Agreement, Completion Agreement, Declaration of**
 269 **Consent, Disclosure of Public Finance, Notice of Special Assessments and True-**
 270 **Up Agreement, in substantial form, were approved.**

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 272
 273 **TWELFTH ORDER OF BUSINESS** **Consideration of Construction Items**
 274

275 Mr. Earlywine stated that authorization is needed such that, when the bonds are issued,
 276 the CDD can acquire whatever is completed at that point. The actual acquisition documents are
 277 not prepared yet because everything that will be acquired is not yet known. Mr. Earlywine
 278 recommended approval of the acquisition of the work product and improvements completed
 279 to-date and through the time of the bond issuance, consistent with the Engineer’s Report.

280

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, acquisition of the work product and improvements completed to-date and through the bond issuance, consistent with the Engineer’s Report, was approved.

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287 **THIRTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

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292 This item was deferred.

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294 **FOURTEENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of November 30, 2022

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297 Ms. Cerbone presented the Unaudited Financial Statements as of November 30, 2022,
 298 and responded to a question regarding funding requests.

299

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the Unaudited Financial Statements as of November 30, 2022, were accepted.

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304 **FIFTEENTH ORDER OF BUSINESS**

Approval of August 10, 2022 Public Hearing and Regular Meeting Minutes

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307 Ms. Cerbone presented the August 10, 2022 Public Hearing and Regular Meeting
 308 Minutes.

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On MOTION by Mr. Nowotny and seconded by Ms. Moulton, with all in favor, the August 10, 2022 Public Hearing and Regular Meeting Minutes, as presented, were approved.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

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

There was nothing further to report.

B. District Engineer: *Dewberry Engineers, Inc.*

There was nothing further to report.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

Whether to meet in February and the landscape RFP were discussed.

- **NEXT MEETING DATE: February 8, 2023 at 9:30 A.M., immediately following the adjournment of the Fox Branch Ranch CDD meeting, scheduled to commence at 9:30 a.m.**

- **QUORUM CHECK**

The next meeting will be held on February 8, 2023.

SEVENTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

EIGHTEENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

NINETEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the meeting adjourned at 10:05 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION**

*Ramada by Wyndham Davenport Orlando South
43824 Highway 27, Davenport, Florida 33837-6808*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022 CANCELED	Regular Meeting	9:30 AM*
November 9, 2022 CANCELED	Regular Meeting	9:30 AM*
December 14, 2022 CANCELED	Regular Meeting	9:30 AM*
January 11, 2023 <i>rescheduled to January 19, 2023</i>	Regular Meeting	9:30 AM*
January 19, 2023	Regular Meeting	9:30 AM
February 8, 2023 CANCELED	Regular Meeting	9:30 AM*
March 8, 2023 CANCELED	Regular Meeting	9:30 AM*
April 12, 2023	Regular Meeting	9:30 AM*
May 10, 2023	Regular Meeting	9:30 AM*
June 14, 2023	Regular Meeting	9:30 AM*
July 12, 2023	Regular Meeting	9:30 AM*
August 9, 2023	Regular Meeting	9:30 AM*
September 13, 2023	Regular Meeting	9:30 AM*

** Meetings will convene immediately following the adjournment of the Fox Branch Ranch CDD meetings, scheduled to commence at 9:30 a.m., respectively.*