

HARMONY ON LAKE ELOISE

**COMMUNITY DEVELOPMENT
DISTRICT**

October 8, 2025

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

<https://harmonyonlakeeloiseccd.net/>

October 1, 2025

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 October 8, 2025 at 9:30 a.m., at the City of Davenport Tom Fellows Community Center, 207 North Blvd. West, Davenport, Florida 33837. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Proposals in Response to RFP for Landscape and Irrigation Maintenance Services
 - A. Respondents
 - I. Brightview Landscape Services
 - II. Juniper
 - III. Russell Landscape
 - IV. United Land Services
 - V. Yellowstone Landscape
 - VI. Dora Landscaping
 - VII. Prince & Sons, Inc.
 - VIII. Floralawn
 - B. Board Discussion and Evaluation/Ranking
 - C. Authorization to Issue Notice of Intent to Award and Enter into Landscape Contract
4. Consideration of Resolution 2026-01, Designate Date, Time and Place of Public Hearing to Consider a Lake and Trespass Rule; Providing for Interim Use and Enforcement; Authorizing Publication; and Providing an Effective Date

ATTENDEES:

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

NOTE: Meeting Location

5. Consideration of Resolution 2026-02, Designating the Location of the Local District Records Office and Providing an Effective Date
6. Ratification of Insight Irrigation, LLC Agreement for Irrigation Monitoring Services
7. Acceptance of Unaudited Financial Statements as of August 31, 2025
8. Approval of August 13, 2025 Public Hearings and Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers, Inc.*
 - C. Field Operations: *Atmos Living Management Group, LLC*
 - Field Operations and Backflow Inspection Reports (August and September 2025)
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 12, 2025 at 9:30 AM [Courtyard Winter Haven, 6225 Cypress Garden Blvd., SE, Winter Haven, Florida 33884], *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	ROGER VAN AUKE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	SHELLEY KAERCHER	<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

10. Board Members' Comments/Requests
11. Public Comments
12. Adjournment

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

Sincerely,

Andrew Kantarzhi
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**

3

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

3B

Harmony on Lake Eloise CDD

RFP: LANDSCAPE & IRRIGATION MAINTENANCE SERVICES EVALUATION MATRIX

RESPONDENT	TECHNICAL CAPABILITY	EXPERIENCE	UNDERSTANDING SCOPE OF WORK	PRICE (COST)	PRICE (REASONABLENESS)	TOTAL POINTS
	30 POINTS	40 POINTS	10 POINTS	10 POINTS	10 POINTS	100 POINTS
Brightview Landscape Services						
Juniper						
Russell Landscape						
United Land Services						
Yellowstone Landscape						
Dora Landscaping						
Prince & Sons, Inc.						
Floralawn						

Signature of Board Chair

Printed Name of Board Chair

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

4

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER A LAKE AND TRESPASS RULE; PROVIDING FOR INTERIM USE AND ENFORCEMENT; AUTHORIZING PUBLICATION; 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's Board of Supervisors ("**Board**") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to consider the adoption of a rule addressing the use of the District's lakes, and authorizing trespass and other enforcement ("**Lake and Trespass Rule**");

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

1. PUBLIC HEARING; AUTHORIZING INTERIM USE. A Public Hearing will be held to adopt the Lake and Trespass Rule on _____, 2025, at _____.m., _____. In order to ensure the health, safety and welfare of District residents and the public, the Lake and Trespass Rule shall be immediately in force and effect on an interim basis, and through the time of the public hearing.

2. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of October, 2025.

ATTEST:

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Lake and Trespass Rule

EXHIBIT A

PROPOSED LAKE AND TRESPASS RULE

EXHIBIT 1

In accordance with Chapters 190 and 120, *Florida Statutes*, and on _____, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harmony on Lake Eloise Community Development District adopted the following Lake and Trespass Rule. All prior policies of the District governing this subject matter are hereby rescinded.

LAKE AND TRESPASS RULE

Introduction

1. The Harmony on Lake Eloise Community Development District (the “**District**”) owns certain real property, including but not limited to stormwater retention ponds (“**Ponds**”) comprising a portion of the District’s stormwater management system (“**Stormwater Management System**”), conservation and mitigation areas, and other open spaces (“**District Property**”).
2. The Ponds, as identified in **Attachment A** attached hereto, are components of the Stormwater Management System and are designed to function as retention ponds to facilitate the District’s treatment of stormwater run-off and overflow. As a result, contaminants may be present in the water. The Stormwater Management System is not intended or maintained for recreational purposes.
3. The District’s conservation and mitigation areas, common areas and open spaces are not intended or maintained for recreational use by motorized vehicles.
4. Nothing herein shall prohibit or limit the District’s ability to operate and maintain District Property consistent with the requirements of the applicable permits and approvals, and applicable law.
5. The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Property.

Use of District’s Stormwater Management System

1. Swimming or wading, boating or use of other watercrafts (whether motorized or non-motorized, flotation devices, etc.), or other recreational activities in the Stormwater Management System by any person is prohibited. However, shoreline fishing is permitted on a catch and release basis from sunrise until sunset.
2. Pets are not allowed in the Stormwater Management System.
3. No docks or other structures, whether permanent or temporary, may be constructed and placed in or around the Stormwater Management System unless properly permitted and approved by the District and other applicable governmental agencies.
4. No foreign materials may be disposed of in the Stormwater Management System, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, pet waste, or any other material that is not naturally occurring or which may be detrimental to the system.
5. Any hazardous condition concerning the Stormwater Management System must immediately be reported to the District Manager and the proper authorities.
6. Property owners and residents are responsible for their tenants’, guests’ and invitees’ adherence to these policies.

Unauthorized Vehicle Use on District Property

1. The District prohibits the use of unauthorized vehicles on District Property.

Trespass Authorization

1. District Staff, including the District's and any of the staff or representatives of the District Manager, have the authority to act on behalf of the District with respect to the enforcement of the District's rules and policies, including but not limited to taking any actions necessary to the enforcement and/or prosecution of a trespass violation on behalf of the District and pursuant to Florida law.
2. In addition, the District Manager is authorized to issue to the District's residents and to the County Sheriff's Office a trespass letter, providing authorization with respect to the enforcement of trespass laws as they relate to the District's prohibition of activities within the Stormwater Management System or on District Property.

Additional Enforcement; Penalties/Fines

For any violation of this Rule, and pursuant to Sections 190.012(3), 120.69, F.S., the District shall have the right to impose a fine of up to the amount of \$1,000 per violation and collect such fine and attorney's fees as provided pursuant to Florida law.

Severability

If any section, paragraph, clause or provision of this Rule shall be held to be invalid or ineffective for any reason, the remainder of this Rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

ATTACHMENT A: MAP OF DISTRICT STORMWATER PONDS

EXHIBIT 2
HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Office: 561-571-0010

_____, 2025

[SHERRIFFS OFFICE ADDRESS
FOR POLK COUNTY]

Re: Harmony on Lake Eloise Community Development District Authorization for
Law Enforcement Officers to Enforce Trespass Violations

To Whom It May Concern:

I serve as District Manager for the Harmony on Lake Eloise Community Development District (the “**District**”) and am authorized to issue this letter on behalf of the District. Pursuant to District Resolution 2025-____, a copy of which is enclosed with this letter, please be advised that:

1. The District’s policies forbid recreational and other activities on District property, including but not limited to swimming and boating on the stormwater retention ponds and the use of unauthorized vehicles on District property (note that fishing is permitted on a catch and release basis from District ponds); and
2. The District hereby authorizes any law enforcement officer to order trespassers to leave the District’s property for violation of the District’s Rule (as stated in Item 1 above), and to otherwise enforce the provisions of Sections 810.08 and 810.09, *Florida Statutes*, and any other applicable law against any such trespassers; and
3. The following are authorized to contact law enforcement officers and provide this written authorization to law enforcement officers for the purpose of enforcing the District’s rule (as stated in Item 1 above) and Florida law:

Name/Position	Address

4. The Board of Supervisors and staff of the Harmony on Lake Eloise Community Development District will aid in the prosecution of any individuals arrested pursuant to this grant of authority.

Should you have any questions regarding this authorization, please contact me at (561)571-0010.

Sincerely,

District Manager

Enclosure A: Resolution 2025-____ (with attachments)

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2026-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE 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*, being situated within the City of Winter Haven, Polk County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARMONY ON LAKE ELOISE

COMMUNITY DEVELOPMENT DISTRICT

6

**AGREEMENT FOR
IRRIGATION MONITORING SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made, and entered into, 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 with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

INSIGHT IRRIGATION LLC, a Florida limited liability company, with a 36767 E Eldorado Lake Drive, Eustis, Florida 32736 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains landscaping areas in and around the District (“**Landscape Areas**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide irrigation monitoring services for the Landscape Areas, as outlined in **Exhibit A (“Services”)**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Landscape Areas are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right

to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally

specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

9. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Landscape Areas or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

10. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor 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. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

12. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

13. INDEMNIFICATION. 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 percentages of fault attributable to Contractor for claims against the District, regardless of 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, fines, 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 accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

14. DEFAULT; THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

15. ATTORNEY'S FEES. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

17. 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 parties hereto.

18. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, 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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

19. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

20. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

21. 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. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor 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 Contractor 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 Contractor'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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

23. 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.

24. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

25. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

26. LIMITATIONS ON 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 or law, 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.

27. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

29. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

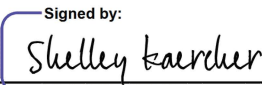
30. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

31. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

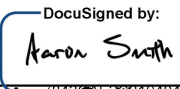
[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT

Signed by:

By: Shelley Kaercher
Its: Chair
Date: 9/10/2025

INSIGHT IRRIGATION LLC

DocuSigned by:

By: Aaron Smith
Its: Owner
Date: 9/9/2025

- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A: PROPOSAL

Scope of Work for Insight Irrigation LLC

1. MONITORING:

Insight commits to providing the following monitoring services for the Client:

a. Daily verification and analysis of:

- Current weather conditions.
- Proper controller operation.
- Proper operation of the pump and water supply system.
- Excessive water use.

b. *Weekly checks under normal conditions.

- Valve, controller, and sensor electrical issues.
- Update decoders, backup data, and other relevant data.
- Update and manage irrigation schedules.
- Update maps.

c. ***Weekly Reports:** Insight will provide the irrigation contractor(s) with a weekly report of any issues from the list above. In the case of extreme weather or equipment failures, the focus will be assisting property managers with resolving issues.

2. COMMUNICATIONS:

a. **Emergency Issues:** Insight will notify the Client, Emergency Contact, and Irrigation Contractor(s) via phone and/or email as issues arise.

b. **Alarm Responses:** For issues such as:

- Voltage drops in communication wire.
- Non-responsive automatic valves.
- Excessive water use.

c. **Routine Issues:** Email notifications will be sent to specified recipients, with prompt responses expected.

d. **Issue Resolution:** Insight will continuously notify clients of any issues. Clients must inform Insight once problems are resolved.

e. **Homeowners:** All communications are between the Client, Property Manager, and Landscape Contractor. The Client may elect one HOA board member to be the homeowner representative. Insight Irrigation will direct ALL homeowner requests to the Client for resolution.

f. **Contact** – All emails to Insight Irrigation should be addressed to the Insight Monitoring Technician(s) assigned to your property and monitoring@insightirrigation.com, and all calls to 352.729.1399.

3. CLIENT AND LANDSCAPE CONTRACTOR RESPONSIBILITIES:

The Client understands the following:

a. Regulatory Compliance

As a responsible service provider, we are bound to adhere to various guidelines, including local and state watering restrictions, water budgets, and other related regulations. These measures are implemented to ensure responsible water usage and safeguard our natural resources.

b. Advisory Role

In alignment with these guidelines, we continually monitor your property's irrigation system to optimize efficiency and compliance. Should we observe that your current irrigation requests exceed water allocation limits or violate state or local regulations, we will promptly bring this to your attention. Our role is to offer expert advice on rectifying the situation to prevent legal complications or potential damage to your landscape.

c. Client Responsibility

We respect that the ultimate decision regarding your property's irrigation system lies with you. However, should you disregard our professional advice and warnings, we will send you a formal written recommendation outlining our suggested course of action. It is imperative to understand that if you decide to proceed against our advice, Insight Irrigation LLC cannot be held responsible for any resulting landscape degradation or legal consequences.

d. New Landscape

- Notify Insight of special events, fertilization schedules, or new landscape installations at least 24 hours before. Any extensive schedule changes require a minimum 72-hour notice and may incur a fee.
- Notify Insight of all new landscape installations before noon on Friday to allow for same-day setup.
- New landscape schedule change requests must be sent via email and include the following: Controller, zone number, and address/ID.
- Ensure the irrigation contractor(s) maintain the system to ensure irrigation heads have good coverage and pressure and are not clogged or obstructed. Also, communicate any changes or issues with Insight Irrigation. Insight Irrigation is not responsible for landscape issues where there are maintenance issues.
- Grow-In Period: Unless stated otherwise in writing, the plant grow-in period will not exceed 30 days.

e. **Leaks** – The Client understands that Insight Irrigation cannot determine if and where an irrigation system has a minor leak during regular irrigation operation. Insight Irrigation can advise the Client when we observe major excessive flow events and remotely shut down the system once notified or witness the occurrence.

4. IRRIGATION MAINTENANCE AND REPAIR:

a. **Irrigation Software:** Only Insight and Client representatives have admin rights to the software.

b. **Unauthorized Adjustments.** Any program or controller changes made without prior written consent from Insight Irrigation LLC are not permitted. If changes are made without authorization, Insight may restore the system to the approved configuration at an hourly fee, and documentation of the changes will be provided.

c. The Client bears annual subscription/communication costs.

The annual communication cost for your property is \$630.00 and will be invoiced on January 1, 2026.

d. **New Construction:** The irrigation contractor will handle new installations, while Insight will manage software updates related to these new systems.

5. OPTIONAL SERVICES

The following optional services are available. Please indicate your selection for each by checking "Accept" or "Decline" and initialing.

1. Annual On-Site System Audit

Description: Full system inspection and performance review conducted by Insight Irrigation.

Fee: \$3,500 per year

☐ Accept ☐ Decline Initials: _____

2. Weather Station with Four Soil Moisture Sensors

Description: Includes equipment, installation, and integration with existing monitoring.

Fee: \$3,500 (one-time cost)

☐ Accept ☐ Decline Initials: _____

Rate: Lake Eloise agrees to pay Insight Irrigation LLC a monthly fee of \$500 per month until the zone count exceeds 250 zones, at which time the cost is \$2.00 per zone/month.

Lake Eloise's current zone count is 176. This is subject to change and will be updated monthly as the property grows.

Invoicing: Insight Irrigation LLC will send an invoice to Lake Eloise at the end of each month for services rendered during that month.

This Addendum amends the September 8, 2025, Irrigation Monitoring Service Agreement between Lake Eloise and Insight Irrigation.

Purpose: This addendum outlines the requirement for the client to provide this document to the Account Manager and/or Irrigation Manager, detailing the role of Insight Irrigation in the monitoring and management of the irrigation system.

Role of Insight Irrigation LLC:

- Insight Irrigation is responsible for the monitoring and management of irrigation components (pump(s), controllers) as specified in the original contract, including setting schedules and inputting decoder information.
- Insight Irrigation will act as a water manager to assist in staying within the community's water allocation by using weather data and feedback from the Irrigation/Landscaping Contractor.
- Insight Irrigation will provide maps to help manage the irrigation system.

Role of the Irrigation/Landscaping Contractor(s):

- Notify Insight of fertilization schedules or new landscape installations at least 24 hours in advance. Any extensive schedule changes require a minimum 72-hour notice and may incur a fee.
 - Notify Insight of all new landscape installations before noon on Friday to allow time for setup.
 - New landscape schedule change requests must be sent via email and include the following: controller, zone number, and address/ID. Please verify the zone number is correct and in working order before installing material.
 - Maintain the system to ensure irrigation heads have good coverage and pressure and are not clogged or obstructed. Communicate any changes or issues with Insight Irrigation. Insight Irrigation is not responsible for landscape issues where there are maintenance problems.
 - If your system has decoders, replacements are to be sent via email to Insight Irrigation and include the old decoder number, new decoder number, address/ID, and zone number.
 - Failure to provide the above information will cause the irrigation involved to not run.
-

EXHIBIT B: CERTIFICATE OF INSURANCE

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2025**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2025**

	General Fund	Debt Service Fund Series 2023	Debt Service Fund Series 2025	Capital Projects Fund Series 2023	Capital Projects Fund Series 2025	Total Governmental Funds
ASSETS						
Cash	\$ 105,634	\$ -	\$ -	\$ -	\$ -	\$ 105,634
Investments						
Revenue	-	89,756	165,096	-	-	254,852
Reserve	-	45,104	163,086	-	-	208,190
Prepayment	-	3,867	-	-	-	3,867
Capitalized interest	-	5	-	-	-	5
Construction	-	-	-	174	63	237
Due from Landowner	110,776	-	3,000	-	-	113,776
Utility deposits	1,709	-	-	-	-	1,709
Total assets	<u>\$ 218,119</u>	<u>\$ 138,732</u>	<u>\$ 331,182</u>	<u>\$ 174</u>	<u>\$ 63</u>	<u>\$ 688,270</u>
LIABILITIES AND FUND BALANCES						
Due to Landowner	\$ 1,774	\$ -	\$ -	\$ -	\$ -	\$ 1,774
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>7,774</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,774</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	110,776	-	3,000	-	-	113,776
Unearned revenue	484	-	119,212	-	-	119,696
Total deferred inflows of resources	<u>111,260</u>	<u>-</u>	<u>122,212</u>	<u>-</u>	<u>-</u>	<u>233,472</u>
Fund balances:						
Restricted for:						
Debt service	-	138,732	208,970	-	-	347,702
Capital projects	-	-	-	174	63	237
Unassigned	99,085	-	-	-	-	99,085
Total fund balances	<u>99,085</u>	<u>138,732</u>	<u>208,970</u>	<u>174</u>	<u>63</u>	<u>447,024</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 218,119</u>	<u>\$ 138,732</u>	<u>\$ 331,182</u>	<u>\$ 174</u>	<u>\$ 63</u>	<u>\$ 688,270</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 73,666	\$ 72,904	101%
Assessment levy: off-roll	-	413,961	-	N/A
Lot closing assessment	5,805	18,503	-	N/A
Landowner contribution	-	22,113	491,964	4%
Interest and miscellaneous	-	656	-	N/A
Total revenues	5,805	528,899	564,868	94%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	44,000	48,000	92%
Legal	-	4,637	25,000	19%
Engineering	-	-	2,000	0%
Audit	-	5,000	5,100	98%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	1,500	2,000	75%
EMMA software services	-	1,000	1,000	100%
Trustee	-	4,676	11,000	43%
Telephone	16	183	200	92%
Postage	56	241	500	48%
Printing & binding	41	885	500	177%
Legal advertising	2,770	5,682	2,000	284%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	6,000	90%
Contingencies/bank charges	198	1,515	500	303%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	7,248	75,607	105,890	71%

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
Field operations				
Field operations manager	500	6,000	6,000	100%
Landscaping contract labor	25,686	201,310	295,000	68%
Insurance: property	-	5,571	-	N/A
Irrigation maintenance/repair	500	8,366	7,500	112%
Plants, shrubs & mulch	-	18,611	30,000	62%
Annuals	-	3,150	20,000	16%
Tree trimming	-	-	5,000	0%
Signage	-	4,388	2,500	176%
General maintenance	1,291	10,515	4,000	263%
Fence/wall repair	2,600	2,600	4,000	65%
Aquatic control - ponds	1,245	13,695	9,000	152%
Misc. field operations - contingency	-	200	20,000	1%
Electric:				
Entrance signs	-	313	2,000	16%
Water- irrigation	7,149	43,232	20,000	216%
Total field operations	<u>38,971</u>	<u>317,951</u>	<u>456,700</u>	70%
Other fees and charges				
Property appraiser	12,834	12,834	759	1691%
Tax collector	-	1,511	1,519	99%
Total other fees and charges	<u>12,834</u>	<u>14,345</u>	<u>2,278</u>	630%
Total expenditures	<u>59,053</u>	<u>407,903</u>	<u>564,868</u>	72%
Excess/(deficiency) of revenues over/(under) expenditures	(53,248)	120,996	-	
Fund balances - beginning	152,333	(21,911)	-	
Fund balances - ending	<u>\$ 99,085</u>	<u>\$ 99,085</u>	<u>\$ -</u>	

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 186,917	\$ 185,019	101%
Interest	456	5,234	-	N/A
Total revenues	456	192,151	185,019	104%
EXPENDITURES				
Debt service				
Principal	-	40,000	40,000	100%
Interest	-	135,774	135,774	100%
Total debt service	-	175,774	175,774	100%
Other fees & charges				
Tax collector	-	3,733	3,855	97%
Property appraiser	-	-	1,927	0%
Total other fees and charges	-	3,733	5,782	65%
Total expenditures	-	179,507	181,556	99%
Excess/(deficiency) of revenues over/(under) expenditures	456	12,644	3,463	
Fund balances - beginning	138,276	126,088	110,571	
Fund balances - ending	<u>\$ 138,732</u>	<u>\$ 138,732</u>	<u>\$ 114,034</u>	

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2025
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ -	\$ 28,529
Lot closing assessment	63,595	146,265
Interest	945	5,256
Total revenues	<u>64,540</u>	<u>180,050</u>
EXPENDITURES		
Debt service		
Interest	-	130,637
Cost of issuance	-	184,410
Total debt service	<u>-</u>	<u>315,047</u>
Other fees & charges		
Underwriter's discount	-	173,351
Total other fees and charges	<u>-</u>	<u>173,351</u>
Total expenditures	<u>-</u>	<u>488,398</u>
Excess/(deficiency) of revenues over/(under) expenditures	64,540	(308,348)
OTHER FINANCING SOURCES/(USES)		
Transfers out	-	(63)
Receipt of bond proceeds	-	543,826
Original issue discount	-	(26,445)
Total other financing sources	<u>-</u>	<u>517,318</u>
Fund balances - beginning	144,430	-
Fund balances - ending	<u>\$ 208,970</u>	<u>\$ 208,970</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 7
Total revenues	<u>1</u>	<u>7</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	7
Fund balances - beginning	173	167
Fund balances - ending	<u>\$ 174</u>	<u>\$ 174</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2025
FOR THE PERIOD ENDED AUGUST 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>8,791,174</u>
Total expenditures	<u>-</u>	<u>8,791,174</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(8,791,174)
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	63
Bond proceeds	<u>-</u>	<u>8,791,174</u>
Total other financing sources/(uses)	<u>-</u>	<u>8,791,237</u>
Fund balances - beginning	<u>63</u>	<u>-</u>
Fund balances - ending	<u>\$ 63</u>	<u>\$ 63</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 Public Hearings and a Regular Meeting on August 13, 2025 at 9:30 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897.

Present:

Shelley Kaercher	Chair
John (JC) Nowotny	Vice Chair
Roger Van Auker	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Jere Earlywine (via telephone)	District Counsel
Christopher Allen (via telephone)	District Engineer
Joey Arryo	Atmos Living Management
Diana Diaz Olivieri	Resident
John A. Calhoun	Resident
Debra Lukass	Resident
Alexis Allison	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 9:42 a.m.

Supervisors Van Auker, Kaercher and Nowotny were present. Supervisors Tyree and Moulton were not present.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Kantarzhi explained how CDD meetings are conducted and reviewed the protocols for public comment.

In response to a question regarding how assessments are collected, Mr. Kantarzhi stated the Operation and Maintenance (O&M) assessment will be on the tax bills as a non-ad valorem assessment.

Resident John Calhoun asked how the \$660 assessment amount is allocated and if it is in addition to the \$1,828 that is currently assessed on the CDD taxes. Mr. Kantarzhi distributed the budget and stated he will provide a full review and breakdown of the assessments during the next agenda item.

THIRD ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2025/2026 Budget

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2025-12, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2025-12. He reviewed the proposed Fiscal Year 2026 budget, including the Assessment Comparison on Page 11 of the budget. He discussed the Fiscal Year 2026 total assessment amount, per unit, in terms of the unit types and the Assessment Area of the home.

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, the Public Hearing was opened.

Asked about the amenities, Mr. Kantarzhi stated that the amenities are not included in the CDD budget because those are the HOA's responsibility.

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Van Auker and seconded by Ms. Kaercher, with all in favor, Resolution 2025-12, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September

30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2025-13, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Public Hearing was opened.

Asked about the Property Appraiser fee increase, Mr. Kantarzhi explained that when the assessments are on-roll, the Property Appraiser and Tax Collector charge fees for their services in placing the assessments on the tax bill and collecting the revenues. Every County is slightly different.

Asked if there is a way to hold the Property Appraiser and Tax Collector accountable for reporting incorrect square footage of homes and improperly taxing homeowners, Mr. Earlywine stated all landowners have the right to challenge their tax bills. That process includes retaining personal legal counsel for direction and guidance. For the purposes of the CDD assessments, homeowners who think their lots are designated incorrectly should alert District Staff, who will then investigate and make adjustments, if necessary.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Public Hearing was closed.

Mr. Kantarzhi presented Resolution 2025-13 and read the title.

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor, Resolution 2025-13, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Kantarzhi presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

Mr. Kantarzhi noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

On MOTION by Mr. Van Auker and seconded by Mr. Nowotny, with all in favor, authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of June 30, 2025

On MOTION by Ms. Kaercher and seconded by Mr. Van Auker, with all in favor,
the Unaudited Financial Statements as of June 30, 2025, were accepted.

EIGHTH ORDER OF BUSINESS

Approval of June 11, 2025 Regular Meeting
Minutes

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor,
June 11, 2025 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

There was no report.

B. Field Operations: Atmos Living Management Group, LLC

I. June 2025

- Backflow Inspection Report

II. July 2025

Mr. Arroyo presented the Field Operations Inspections Reports for June and July and the Backflow Review dated June 12, 2025. He discussed the fountain and the ponds and stated all signage about the alligators was installed throughout the CDD.

▪ District Engineer: Dewberry Engineer, Inc.

This item was an addition to the agenda.

Mr. Allen stated he will coordinate with Management to go over the requirements so that he can prepare the Engineer's Report for the year.

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

Mr. Kantarzhi stated Staff will forward reminders to the Board to complete their ethics training by year's end. Staff will advertise a request for proposals.

- Discussion: Technical Assistance Regarding the Florida Black Bear

- **142 Registered Voters in District as of April 15, 2025**
- **NEXT MEETING DATE: September 10, 2025 at 9:30 AM, immediately following the adjournment of the Fox Branch Ranch CDD meeting, scheduled to commence at 9:30 AM**
- **QUORUM CHECK**

The September 10, 2025 meeting will likely be cancelled.

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS

Public Comments

Resident Alexis Allison asked if the CDD assessments will fall off over time. Mr. Kantarzhi explained that the debt service component stays for 30 years and the O&M will always be in place, as there are expenses associated with operating and maintaining the CDD. He will provide his and Mr. Arroyo's contact information to everyone.

Resident Diane Diaz Olivieri asked which entity is responsible for mowing the grass in the common grounds. She noted construction debris and other trash in the grass and roadway are unsightly and bother her. She asked if the landscaping company is supposed to pick up the trash. It was noted that the landscapers are not supposed to pick up trash. Staff will discuss the issue and ask crews to sweep up the debris when working in the CDD.

Mr. Calhoun read from a prepared statement about the substandard roadway construction work and requested that the road be inspected and that appropriate corrective measures be taken to ensure it meets proper construction and safety standards. He discussed the uneven roadway, maintenance of the center trees and issues with the Property Appraiser.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the meeting adjourned at 10:21 a.m.
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207
208
209
210
211

Secretary/Assistant Secretary

Chair/Vice Chair

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS C**

HARMONY ON LAKE ELOISE CDD FIELD OPERATIONS INSPECTION REPORT AUGUST 2025

- The signs need cleaning as it seems that something is growing on the letters. Plants look good but there were lots of weeds in the beds at the time of the visit. Fountain was operational and water looks clear.



- Entrance roundabout landscaping was in good condition.



HARMONY ON LAKE ELOISE CDD
FIELD OPERATIONS INSPECTION REPORT
AUGUST 2025
PAGE 2

- Landscaping throughout the community looks in good shape. Did not notice any questionable plant material during this inspection.



- All pond water seems clear and in good health condition.



HARMONY ON LAKE ELOISE CDD
FIELD OPERATIONS INSPECTION REPORT
AUGUST 2025
PAGE 3

- All backflows were reinspected, and all are now certified for 2025. Here are some examples of the certifications.



Respectfully submitted,

Joey Arroyo, LCAM

HARMONY ON LAKE ELOISE CDD FIELD OPERATIONS INSPECTION REPORT SEPTEMBER 2025

- The signs need cleaning as it seems that something is growing on the letters. Advance Maintenance Solutions cleaned the signs, and they look great. Plants look good but there were lots of weeds in the beds at the time of the visit. Fountain was operational and water looks clear.



HARMONY ON LAKE ELOISE CDD
FIELD OPERATIONS INSPECTION REPORT
SEPTEMBER 2025
PAGE 2

- Entrance roundabout landscaping was in very poor condition.



- Landscaping throughout the community looks the worse I have ever seen it. It seemed that they didn't mow for a few weeks.



HARMONY ON LAKE ELOISE CDD
FIELD OPERATIONS INSPECTION REPORT
SEPTEMBER 2025
PAGE 3

- All pond water seems clear and in good health condition.



- Several signs were straightened, and the ADA pad was reattached.



Respectfully submitted,

Joey Arroyo, LCAM

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS D**

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
¹ City of Davenport, Tom Fellows Community Center, 207 North Blvd West, Davenport, Florida 33837 Courtyard Winter Haven, 6225 Cypress Garden Blvd., SE, Winter Haven, Florida 33884		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2025 ¹	Regular Meeting	9:30 AM*
November 12, 2025	Regular Meeting	9:30 AM*
December 10, 2025	Regular Meeting	9:30 AM*
January 14, 2026	Regular Meeting	9:30 AM*
February 11, 2026	Regular Meeting	9:30 AM*
March 11, 2026	Regular Meeting	9:30 AM*
April 8, 2026	Regular Meeting	9:30 AM*
May 13, 2026	Regular Meeting	9:30 AM*
June 10, 2026	Regular Meeting	9:30 AM*
July 8, 2026	Regular Meeting	9:30 AM*
August 12, 2026	Regular Meeting	9:30 AM*
September 9, 2026	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 AM, respectively.		