

HARMONY ON LAKE ELOISE

**COMMUNITY DEVELOPMENT
DISTRICT**

June 11, 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

June 4, 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 June 11, 2025 at 9:30 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-08, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2025-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Consideration of Resolution 2025-10, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
6. Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
 - A. Consideration of Resolution 2025-11, Hereby Accepting the Audited Annual Financial Report for Fiscal Year Ended September 30, 2024
7. Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Ratification Items
 - A. Dewberry Engineers Inc., Work Authorization Number 2025-1 for General Engineering Services
 - B. Leonard Painting, Inc., Proposal for 2025 Pressure Washing & Chemical Treatment Perimeter East Fence in Phase 1

ATTENDEES:

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

NOTE: Meeting Location

- C. Florida ULS Operating, LLC d/b/a United Land Services, LLC
- I. Third Amendment to Landscape & Irrigation Services Agreement
- II. Fourth Amendment to Landscape & Irrigation Services Agreement
9. Acceptance of Unaudited Financial Statements as of April 30, 2025
10. Approval of February 19, 2025 Special Meeting Minutes
11. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Dewberry Engineers, Inc.*
- C. Field Operations: *Atmos Living Management Group, LLC*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
- Discussion: Technical Assistance Regarding the Florida Black Bear
 - NEXT MEETING DATE: July 9, 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

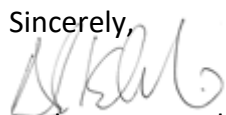
SEAT 1	CHRIS TYREE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MARY MOULTON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	ROGER VAN AUKE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	SHELLEY KAERCHER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JC NOWOTNY	☐ IN PERSON	☐ PHONE	☐ NO

12. Board Members' Comments/Requests

13. Public Comments

14. 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

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 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, 2025, proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); 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 2025/2026 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: 9:30 a.m.

LOCATION: Holiday Inn Express & Suites – Orlando South
4050 Hotel Drive
Davenport, Florida 33897

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED THIS 11TH DAY OF JUNE, 2025.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
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**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 75,942				\$ 404,169
Allowable discounts (4%)	(3,038)				(16,167)
Assessment levy: on-roll - net	72,904	\$ 64,058	\$ 8,846	\$ 72,904	388,002
Assessment levy: off-roll	491,964	368,973	122,991	491,964	338,413
Lot closing assessment	-	1,451	-	1,451	-
Landowner contribution	-	22,113	-	22,113	-
Total revenues	564,868	456,595	131,837	588,432	726,415
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	3,441	21,559	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,100	-	5,000	5,000	5,100
Arbitrage rebate calculation	1,000	-	1,000	1,000	1,000
Dissemination agent	2,000	500	1,500	2,000	2,000
Trustee	11,000	-	11,000	11,000	11,000
Telephone	200	83	117	200	200
Postage	500	46	454	500	500
Printing & binding	500	208	292	500	500
Legal advertising	2,000	1,300	700	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	6,000	5,408	-	5,408	6,600
Contingencies/bank charges	500	448	750	1,198	1,500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
EMMA software services	1,000	1,000	-	1,000	1,000
Property appraiser	759	-	759	759	4,042
Tax collector	1,519	1,280	239	1,519	8,083
Total professional & administrative	108,168	34,594	73,580	108,174	119,615

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
EXPENDITURES					
Field operations and maintenance					
Field operations manager	6,000	3,000	3,000	6,000	6,000
Landscaping contract labor	295,000	54,379	195,000	249,379	320,000
Insurance: property	-	5,571	-	5,571	6,100
Porter services	6,000	-	-	-	-
Backflow prevention test	700	-	700	700	700
Irrigation maintenance/repair	7,500	5,366	7,500	12,866	15,000
Plants, shrubs & mulch	30,000	-	30,000	30,000	30,000
Annuals	20,000	3,150	12,000	15,150	20,000
Tree trimming	5,000	-	5,000	5,000	5,000
Signage	2,500	-	2,500	2,500	2,500
General maintenance	4,000	-	4,000	4,000	4,000
Fence/wall repair	4,000	-	4,000	4,000	4,000
Aquatic control - ponds	9,000	6,225	9,000	15,225	16,500
Misc. field operations - contingency	20,000	200	-	200	50,000
Electric:				-	
Irrigation	15,000	-	15,000	15,000	15,000
Street lights	10,000	-	10,000	10,000	25,000
Entrance signs	2,000	-	2,000	2,000	2,000
Water- irrigation	20,000	8,708	12,500	21,208	22,000
Total field operations	456,700	86,599	312,200	398,799	543,800
Total expenditures	564,868	121,193	385,780	506,973	663,415
Excess/(deficiency) of revenues over/(under) expenditures	-	335,402	(253,943)	81,459	63,000
Fund balance - beginning (unaudited)	-	(21,911)	313,491	(21,911)	59,548
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	121,153
Unassigned	-	313,491	59,548	59,548	1,395
Fund balance - ending	\$ -	\$ 313,491	\$ 59,548	\$ 59,548	\$ 122,548

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

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
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.	
Legal	25,000
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.	
Engineering	2,000
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.	
Audit	5,100
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	1,000
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
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.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	2,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,600
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
EMMA software services	1,000
Property appraiser	4,042
Tax collector	8,083

**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	320,000
Backflow prevention test	700
Irrigation maintenance/repair	15,000
Plants, shrubs & mulch	30,000
Annuals	20,000
Tree trimming	5,000
Signage	2,500
General maintenance	4,000
Fence/wall repair	4,000
Aquatic control - ponds	16,500
Misc. field operations - contingency	50,000
Electric:	
Irrigation	15,000
Street lights	25,000
Entrance signs	2,000
Water- irrigation	22,000
Total expenditures	<u><u>\$663,415</u></u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 192,728				\$ 192,728
Allowable discounts (4%)	(7,709)				(7,709)
Assessment levy: net	185,019	\$ 162,534	\$ 22,485	\$ 185,019	185,019
Interest	-	1,865	1,865	3,730	1,865
Total revenues	185,019	164,399	24,350	188,749	186,884
EXPENDITURES					
Debt service					
Principal	40,000	-	40,000	40,000	45,000
Interest	135,774	67,887	67,887	135,774	134,034
Total debt service	175,774	67,887	107,887	175,774	179,034
Other fees & charges					
Property appraiser	1,927	-	1,927	1,927	1,927
Tax collector	3,855	3,246	609	3,855	3,855
Total other fees & charges	5,782	3,246	2,536	5,782	5,782
Total expenditures	181,556	71,133	110,423	181,556	184,816
Excess/(deficiency) of revenues over/(under) expenditures	3,463	93,266	(86,073)	7,193	2,068
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(85)	-	(85)	-
Total other financing sources/(uses)	-	(85)	-	(85)	-
Fund balance:					
Net increase/(decrease) in fund balance	3,463	93,181	(86,073)	7,108	2,068
Beginning fund balance (unaudited)	110,571	126,088	219,269	126,088	133,196
Ending fund balance (projected)	\$ 114,034	\$ 219,269	\$ 133,196	\$ 133,196	135,264
Use of fund balance:					
Debt service reserve account balance (required)					(44,809)
Interest expense - November 1, 2026					(66,038)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 24,417

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/17/23				-	2,665,000.00
11/01/23			62,645.15	62,645.15	2,665,000.00
05/01/24	40,000.00	4.350%	68,756.88	108,756.88	2,625,000.00
11/01/24			67,886.88	67,886.88	2,625,000.00
05/01/25	40,000.00	4.350%	67,886.88	107,886.88	2,585,000.00
11/01/25			67,016.88	67,016.88	2,585,000.00
05/01/26	45,000.00	4.350%	67,016.88	112,016.88	2,540,000.00
11/01/26			66,038.13	66,038.13	2,540,000.00
05/01/27	45,000.00	4.350%	66,038.13	111,038.13	2,495,000.00
11/01/27			65,059.38	65,059.38	2,495,000.00
05/01/28	50,000.00	4.350%	65,059.38	115,059.38	2,445,000.00
11/01/28			63,971.88	63,971.88	2,445,000.00
05/01/29	50,000.00	4.350%	63,971.88	113,971.88	2,395,000.00
11/01/29			62,884.38	62,884.38	2,395,000.00
05/01/30	50,000.00	4.350%	62,884.38	112,884.38	2,345,000.00
11/01/30			61,796.88	61,796.88	2,345,000.00
05/01/31	55,000.00	5.125%	61,796.88	116,796.88	2,290,000.00
11/01/31			60,387.50	60,387.50	2,290,000.00
05/01/32	60,000.00	5.125%	60,387.50	120,387.50	2,230,000.00
11/01/32			58,850.00	58,850.00	2,230,000.00
05/01/33	60,000.00	5.125%	58,850.00	118,850.00	2,170,000.00
11/01/33			57,312.50	57,312.50	2,170,000.00
05/01/34	65,000.00	5.125%	57,312.50	122,312.50	2,105,000.00
11/01/34			55,646.88	55,646.88	2,105,000.00
05/01/35	65,000.00	5.125%	55,646.88	120,646.88	2,040,000.00
11/01/35			53,981.25	53,981.25	2,040,000.00
05/01/36	70,000.00	5.125%	53,981.25	123,981.25	1,970,000.00
11/01/36			52,187.50	52,187.50	1,970,000.00
05/01/37	75,000.00	5.125%	52,187.50	127,187.50	1,895,000.00
11/01/37			50,265.63	50,265.63	1,895,000.00
05/01/38	80,000.00	5.125%	50,265.63	130,265.63	1,815,000.00
11/01/38			48,215.63	48,215.63	1,815,000.00
05/01/39	80,000.00	5.125%	48,215.63	128,215.63	1,735,000.00
11/01/39			46,165.63	46,165.63	1,735,000.00
05/01/40	85,000.00	5.125%	46,165.63	131,165.63	1,650,000.00
11/01/40			43,987.50	43,987.50	1,650,000.00
05/01/41	90,000.00	5.125%	43,987.50	133,987.50	1,560,000.00
11/01/41			41,681.25	41,681.25	1,560,000.00
05/01/42	95,000.00	5.125%	41,681.25	136,681.25	1,465,000.00
11/01/42			39,246.88	39,246.88	1,465,000.00
05/01/43	100,000.00	5.125%	39,246.88	139,246.88	1,365,000.00
11/01/43			36,684.38	36,684.38	1,365,000.00
05/01/44	105,000.00	5.375%	36,684.38	141,684.38	1,260,000.00
11/01/44			33,862.50	33,862.50	1,260,000.00
05/01/45	110,000.00	5.375%	33,862.50	143,862.50	1,150,000.00
11/01/45			30,906.25	30,906.25	1,150,000.00
05/01/46	120,000.00	5.375%	30,906.25	150,906.25	1,030,000.00
11/01/46			27,681.25	27,681.25	1,030,000.00
05/01/47	125,000.00	5.375%	27,681.25	152,681.25	905,000.00

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/47			24,321.88	24,321.88	905,000.00
05/01/48	130,000.00	5.375%	24,321.88	154,321.88	775,000.00
11/01/48			20,828.13	20,828.13	775,000.00
05/01/49	140,000.00	5.375%	20,828.13	160,828.13	635,000.00
11/01/49			17,065.63	17,065.63	635,000.00
05/01/50	145,000.00	5.375%	17,065.63	162,065.63	490,000.00
11/01/50			13,168.75	13,168.75	490,000.00
05/01/51	155,000.00	5.375%	13,168.75	168,168.75	335,000.00
11/01/51			9,003.13	9,003.13	335,000.00
05/01/52	165,000.00	5.375%	9,003.13	174,003.13	170,000.00
11/01/52			4,568.75	4,568.75	170,000.00
05/01/53	170,000.00	5.375%	4,568.75	174,568.75	-
Total	2,585,000.00		2,425,572.50	5,010,572.50	

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	FY 2026
REVENUES					
Special assessment - on-roll	\$ -				\$ 686,542
Allowable discounts (4%)	-				(27,462)
Assessment levy: net	-	\$ -	\$ -	\$ -	659,080
Special assessment: off-roll	-	-	638,482	638,482	-
Interest	-	78	78	156	78
Total revenues	-	78	638,560	638,638	659,158
EXPENDITURES					
Debt service					
Principal	-	-	-	-	255,000
Interest	-	-	130,637	130,637	499,825
Total debt service	-	-	130,637	130,637	754,825
Other fees & charges					
Costs of issuance	-	178,485	184,410	362,895	-
Underwriter's discount	-	173,351	173,351	346,702	-
Property appraiser	-	-	-	-	6,865
Tax collector	-	-	-	-	13,731
Total other fees & charges	-	351,836	357,761	709,597	20,596
Total expenditures	-	351,836	488,398	840,234	775,421
Excess/(deficiency) of revenues over/(under) expenditures	-	(351,758)	150,162	(201,596)	(116,263)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	543,826	517,382	1,061,208	-
Original issue discount	-	(26,445)	-	(26,445)	-
Total other financing sources/(uses)	-	517,381	517,382	1,034,763	-
Fund balance:					
Net increase/(decrease) in fund balance	-	165,623	667,544	833,167	(116,263)
Beginning fund balance (unaudited)	-	-	165,623	-	833,167
Ending fund balance (projected)	\$ -	\$ 165,623	\$ 833,167	\$ 833,167	716,904
Use of fund balance:					
Debt service reserve account balance (required)					(159,621)
Principal and interest expense - November 1, 2026					(386,980)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 170,303

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25	255,000.00	4.600%	252,845.00	507,845.00	9,080,000.00
05/01/26			246,980.00	246,980.00	9,080,000.00
11/01/26	140,000.00	4.600%	246,980.00	386,980.00	8,940,000.00
05/01/27			243,760.00	243,760.00	8,940,000.00
11/01/27	150,000.00	4.600%	243,760.00	393,760.00	8,790,000.00
05/01/28			240,310.00	240,310.00	8,790,000.00
11/01/28	155,000.00	4.600%	240,310.00	395,310.00	8,635,000.00
05/01/29			236,745.00	236,745.00	8,635,000.00
11/01/29	160,000.00	4.600%	236,745.00	396,745.00	8,475,000.00
05/01/30			233,065.00	233,065.00	8,475,000.00
11/01/30	170,000.00	4.600%	233,065.00	403,065.00	8,305,000.00
05/01/31			229,155.00	229,155.00	8,305,000.00
11/01/31	180,000.00	4.600%	229,155.00	409,155.00	8,125,000.00
05/01/32			225,015.00	225,015.00	8,125,000.00
11/01/32	185,000.00	4.600%	225,015.00	410,015.00	7,940,000.00
05/01/33			220,760.00	220,760.00	7,940,000.00
11/01/33	195,000.00	5.450%	220,760.00	415,760.00	7,745,000.00
05/01/34			215,446.25	215,446.25	7,745,000.00
11/01/34	205,000.00	5.450%	215,446.25	420,446.25	7,540,000.00
05/01/35			209,860.00	209,860.00	7,540,000.00
11/01/35	215,000.00	5.450%	209,860.00	424,860.00	7,325,000.00
05/01/36			204,001.25	204,001.25	7,325,000.00
11/01/36	230,000.00	5.450%	204,001.25	434,001.25	7,095,000.00
05/01/37			197,733.75	197,733.75	7,095,000.00
11/01/37	240,000.00	5.450%	197,733.75	437,733.75	6,855,000.00
05/01/38			191,193.75	191,193.75	6,855,000.00
11/01/38	255,000.00	5.450%	191,193.75	446,193.75	6,600,000.00
05/01/39			184,245.00	184,245.00	6,600,000.00
11/01/39	265,000.00	5.450%	184,245.00	449,245.00	6,335,000.00
05/01/40			177,023.75	177,023.75	6,335,000.00
11/01/40	280,000.00	5.450%	177,023.75	457,023.75	6,055,000.00
05/01/41			169,393.75	169,393.75	6,055,000.00
11/01/41	295,000.00	5.450%	169,393.75	464,393.75	5,760,000.00
05/01/42			161,355.00	161,355.00	5,760,000.00
11/01/42	315,000.00	5.450%	161,355.00	476,355.00	5,445,000.00
05/01/43			152,771.25	152,771.25	5,445,000.00
11/01/43	330,000.00	5.450%	152,771.25	482,771.25	5,115,000.00
05/01/44			143,778.75	143,778.75	5,115,000.00
11/01/44	350,000.00	5.450%	143,778.75	493,778.75	4,765,000.00
05/01/45			134,241.25	134,241.25	4,765,000.00
11/01/45	370,000.00	5.450%	134,241.25	504,241.25	4,395,000.00
05/01/46			124,158.75	124,158.75	4,395,000.00
11/01/46	390,000.00	5.650%	124,158.75	514,158.75	4,005,000.00
05/01/47			113,141.25	113,141.25	4,005,000.00
11/01/47	410,000.00	5.650%	113,141.25	523,141.25	3,595,000.00
05/01/48			101,558.75	101,558.75	3,595,000.00
11/01/48	435,000.00	5.650%	101,558.75	536,558.75	3,160,000.00
05/01/49			89,270.00	89,270.00	3,160,000.00

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/49	455,000.00	5.650%	89,270.00	544,270.00	2,705,000.00
05/01/50			76,416.25	76,416.25	2,705,000.00
11/01/50	485,000.00	5.650%	76,416.25	561,416.25	2,220,000.00
05/01/51			62,715.00	62,715.00	2,220,000.00
11/01/51	510,000.00	5.650%	62,715.00	572,715.00	1,710,000.00
05/01/52			48,307.50	48,307.50	1,710,000.00
11/01/52	540,000.00	5.650%	48,307.50	588,307.50	1,170,000.00
05/01/53			33,052.50	33,052.50	1,170,000.00
11/01/53	570,000.00	5.650%	33,052.50	603,052.50	600,000.00
05/01/54			16,950.00	16,950.00	600,000.00
11/01/54	600,000.00	5.650%	16,950.00	616,950.00	-
Total	9,335,000.00		9,617,652.50	18,952,652.50	

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Assessment Area One: On-Roll

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 20	-	\$ 660.41	\$ -	\$ 660.41	\$ -
SF 40	48	660.41	1,181.07	1,841.47	2,067.22
SF 50	70	660.41	1,342.12	2,002.53	2,228.27
SF 60	28	660.41	1,503.17	2,163.58	2,389.33
SF 80	-	660.41	-	660.41	-
Total	146				

Assessment Area Two: On-Roll

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 20	128	\$ 660.41	\$ 967.68	\$ 1,628.09	\$ 483.74
SF 40	158	660.41	1,505.28	2,165.69	483.74
SF 50	155	660.41	1,800.96	2,461.37	483.74
SF 60	25	660.41	1,827.84	2,488.25	483.74
SF 80	-	660.41	-	660.41	483.74
Total	466				

Off-Roll Assessments

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 20	160	\$ 614.18	\$ -	\$ 614.18	\$ 483.74
SF 40	51	614.18	-	614.18	483.74
SF 50	231	614.18	-	614.18	483.74
SF 60	71	614.18	-	614.18	483.74
SF 80	38	614.18	-	614.18	483.74
Total	551				

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

4

RESOLUTION 2025-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE
ELOISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR 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 is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 11th day of June, 2025.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>TBD</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2025	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*
<i>*Meetings will convene immediately following the adjournment of the Fox Branch Ranch CDD meetings, scheduled to commence at 9:30 AM, respectively.</i>		

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Harmony on Lake Eloise Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 11th day of June, 2025.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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Ron DeSantis, Governor

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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

HARMONY ON LAKE ELOISE

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/11/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

HARMONY ON LAKE ELOISE

COMMUNITY DEVELOPMENT DISTRICT

6

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Harmony on Lake Eloise Community Development District
City of Winter Haven, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Harmony on Lake Eloise Community Development District, City of Winter Haven, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

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

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 28, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

April 28, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Harmony on Lake Eloise Community Development District, City of Winter Haven, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$177,945).
- The change in the District's total net position in comparison with the prior fiscal year was \$47,655, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$104,342, a decrease of (\$9,271) in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, non-spendable for deposits, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2024	2023
Current and other assets	\$ 178,476	\$ 146,158
Capital assets, net of depreciation	2,353,825	2,353,825
Total assets	2,532,301	2,499,983
Current liabilities	106,819	84,346
Long-term liabilities	2,603,427	2,641,237
Total liabilities	2,710,246	2,725,583
Net position		
Net investment in capital assets	(247,661)	(287,009)
Restricted	69,515	56,210
Unrestricted	201	5,199
Total net position	\$ (177,945)	\$ (225,600)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2024	2023
Revenues:		
Program revenues		
Charges for services	\$ 311,885	\$ -
Operating grants and contributions	81,778	100,104
Capital grants and contributions	82	7,650
Total revenues	393,745	107,754
Expenses:		
General government	88,278	57,122
Maintenance and operations	121,223	18,028
Bond issue costs	-	188,236
Interest	136,589	52,614
Total expenses	346,090	316,000
Change in net position	47,655	(208,246)
Net position - beginning	(225,600)	(17,354)
Net position - ending	\$ (177,945)	\$ (225,600)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$346,090. The costs of the District's activities were funded by program revenues which were comprised of assessments, Developer contributions and interest income. In total, expenses, increased from the prior fiscal year, the majority of the increase was the result of an increase in maintenance expenses.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2024, the District had \$2,353,825 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2024, the District had \$2,625,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

Subsequent to fiscal year end, the District issued \$9,335,000 of Series 2025 Bonds, consisting of multiple term bonds with due dates ranging from November 1, 2032 - November 1, 2054 and fixed interest rates ranging from 4.6% to 5.65%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Harmony on Lake Eloise Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 1,589
Due from Developer	48,657
Assessment receivable	664
Deposits	1,709
Restricted assets:	
Investments	125,857
Capital assets:	
Nondepreciable	2,353,825
Total assets	<u>2,532,301</u>
LIABILITIES	
Accounts payable	44,247
Developer advance	6,000
Accrued interest payable	56,572
Due to Developer	1,774
Non-current liabilities:	
Due within one year	40,000
Due in more than one year	2,561,653
Total liabilities	<u>2,710,246</u>
NET POSITION	
Net investment in capital assets	(247,661)
Restricted for debt service	69,515
Unrestricted	201
Total net position	<u>\$ (177,945)</u>

See notes to the financial statements

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 88,278	\$ 88,278	\$ -	\$ -	\$ -
Maintenance and operations	121,223	36,975	75,925	82	(8,241)
Interest on long-term debt	136,589	186,632	5,853	-	55,896
Total governmental activities	346,090	311,885	81,778	82	47,655
Change in net position					47,655
Net position - beginning					(225,600)
Net position - ending					<u>\$ (177,945)</u>

See notes to the financial statements

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 1,589	\$ -	\$ -	\$ 1,589
Investments	-	125,690	167	125,857
Due from Developer	48,657	-	-	48,657
Assessment receivable	267	397	-	664
Deposits	1,709	-	-	1,709
Total assets	<u>\$ 52,222</u>	<u>\$ 126,087</u>	<u>\$ 167</u>	<u>\$ 178,476</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 44,247	\$ -	\$ -	\$ 44,247
Due to Developer	1,774	-	-	1,774
Developer advance	6,000	-	-	6,000
Total liabilities	<u>52,021</u>	<u>-</u>	<u>-</u>	<u>52,021</u>
Deferred inflows of resources:				
Unavailable revenue	22,113	-	-	22,113
Total deferred inflows of resources	<u>22,113</u>	<u>-</u>	<u>-</u>	<u>22,113</u>
Fund balances:				
Nonspendable:				
Deposits	1,709	-	-	1,709
Restricted for:				
Debt service	-	126,087	-	126,087
Capital projects	-	-	167	167
Unassigned	(23,621)	-	-	(23,621)
Total fund balances	<u>(21,912)</u>	<u>126,087</u>	<u>167</u>	<u>104,342</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 52,222</u>	<u>\$ 126,087</u>	<u>\$ 167</u>	<u>\$ 178,476</u>

See notes to the financial statements

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balance - governmental funds	\$	104,342
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	2,353,825		
Accumulated depreciation	-		2,353,825

Assets recorded in the governmental fund financial statements that are not available to pay for current-period expenditures are unavailable revenue in the governmental funds.		22,113
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Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(56,572)		
Bonds Payable	(2,601,653)		(2,658,225)
Net position of governmental activities		\$	(177,945)

See notes to the financial statements

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Special assessments	\$ 125,253	\$ 186,632	\$ -	\$ 311,885
Developer contributions	53,812	-	-	53,812
Interest earnings	-	5,853	82	5,935
Total revenues	179,065	192,485	82	371,632
EXPENDITURES				
Current:				
General government	84,953	3,325	-	88,278
Maintenance and operations	121,223	-	-	121,223
Debt service:				
Principal	-	40,000	-	40,000
Interest	-	131,402	-	131,402
Total expenditures	206,176	174,727	-	380,903
Excess (deficiency) of revenues over (under) expenditures	(27,111)	17,758	82	(9,271)
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	-	(85)	85	-
Total other financing sources (uses)	-	(85)	85	-
Net change in fund balances	(27,111)	17,673	167	(9,271)
Fund balances - beginning	5,199	108,414	-	113,613
Fund balances - ending	\$ (21,912)	\$ 126,087	\$ 167	\$ 104,342

See notes to the financial statements

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ (9,271)
Amounts reported for governmental activities in the statement of activities are different because:	
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental fund financial statements.	22,113
Repayment of long-term liabilities are reported as expenditures in the governmental fund statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	40,000
Expenses reported in the statement of activities that do not require the use of current financial resources are not reported as expenditures in the funds. The details of the differences are as follows:	
Amortization of original issue discount	(819)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.	(4,368)
Change in net position of governmental activities	<u>\$ 47,655</u>

See notes to the financial statements

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY

Harmony on Lake Eloise Community Development District (the "District") was established by the City Commission of the City of Winter Haven's approval of Ordinance No. O-21-62 effective on September 14, 2021 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2024, certain Board members are affiliated with Forestar (USA) Real Estate Group Inc., ("Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2024:

	Amortized Cost	Credit Risk	Maturities
First American Government Obligation Fd Cl Y	\$ 125,857	S&P AAAM	Weighted average of the fund portfolio: 31 days
	<u>\$ 125,857</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

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

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 - CAPITAL ASSETS

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 2,353,825	\$ -	\$ -	\$ 2,353,825
Total capital assets, not being depreciated	2,353,825	-	-	2,353,825
 Governmental activities capital assets, net	 \$ 2,353,825	 \$ -	 \$ -	 \$ 2,353,825

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$57,370,924. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

NOTE 6 – LONG-TERM LIABILITIES

Series 2023

On May 17, 2023, the District issued \$2,665,000 of Capital Improvement Revenue Bonds, Series 2023 consisting of multiple term bonds with due dates ranging from May 1, 2030 to May 1, 2053, and fixed interest rates ranging from 4.35% - 5.375%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each November 1 and May 1, commencing May 1, 2023. Principal on the Bonds is to be paid serially commencing May 1, 2024 through May 1, 2053.

The Series 2023 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Series 2023 (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2024.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2023	\$ 2,665,000	\$ -	\$ 40,000	\$ 2,625,000	\$ 40,000
Less: Original issue discount	(24,166)	-	(819)	(23,347)	-
Total	<u>\$ 2,640,834</u>	<u>\$ -</u>	<u>\$ 39,181</u>	<u>\$ 2,601,653</u>	<u>\$ 40,000</u>

At September 30, 2024, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2025	\$ 40,000	\$ 135,774	\$ 175,774
2026	45,000	134,034	179,034
2027	45,000	132,076	177,076
2028	50,000	130,119	180,119
2029	50,000	127,944	177,944
2030-2034	290,000	602,463	892,463
2035-2039	370,000	520,594	890,594
2040-2044	475,000	415,531	890,531
2045-2049	625,000	275,200	900,200
2050-2053	635,000	87,611	722,611
	<u>\$ 2,625,000</u>	<u>\$ 2,561,346</u>	<u>\$ 5,186,346</u>

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$53,812 for the current fiscal year. The Developer owes the District \$48,657, of which \$22,113 is classified as unavailable as of September 30, 2024.

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – DEFICIT FUND EQUITY

The general fund had a deficit fund balance of (\$21,912) at September 30, 2024. The deficit will be covered by a contribution from the Developer in the subsequent period.

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

NOTE 12 – SUBSEQUENT EVENTS

Bond Issuance

Subsequent to fiscal year end, the District issued \$9,335,000 of Series 2025 Bonds, consisting of multiple term bonds with due dates ranging from November 1, 2032 - November 1, 2054 and fixed interest rates ranging from 4.6% to 5.65%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 124,176	\$ 125,253	\$ 1,077
Developer Contributions	86,170	53,812	(32,358)
Total revenues	<u>210,346</u>	<u>179,065</u>	<u>(31,281)</u>
EXPENDITURES			
Current:			
General government	102,421	84,953	17,468
Maintenance and operations	107,925	121,223	(13,298)
Total expenditures	<u>210,346</u>	<u>206,176</u>	<u>4,170</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	(27,111)	<u>\$ (27,111)</u>
Fund balance - beginning		<u>5,199</u>	
Fund balance - ending		<u>\$ (21,912)</u>	

See notes to required supplementary information

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
CITY OF WINTER HAVEN, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	0
Employee compensation	\$0
Independent contractor compensation	\$60,329
Construction projects to begin on or after October 1; (>\$65K)	Series 2025
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$885.96 Debt Service - \$1,181.07 - \$1,503.17
Special assessments collected	\$311,885
Outstanding Bonds:	See Note 6 for details



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

To the Board of Supervisors
Harmony on Lake Eloise Community Development District
City of Winter Haven, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Harmony on Lake Eloise Community Development District, City of Winter Haven, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 28, 2025.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

April 28, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Harmony on Lake Eloise Community Development District
City of Winter Haven, Florida

We have examined Harmony on Lake Eloise Community Development District, City of Winter Haven, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Supervisors of Harmony on Lake Eloise Community Development District, City of Winter Haven, Florida and is not intended to be and should not be used by anyone other than these specified parties.

April 28, 2025



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Harmony on Lake Eloise Community Development District
City of Winter Haven, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Harmony on Lake Eloise Community Development District, City of Winter Haven, Florida ("District") as of and for fiscal year ended September 30, 2024, and have issued our report thereon dated April 28, 2025.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 28, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Harmony on Lake Eloise Community Development District, City of Winter Haven, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Harmony on Lake Eloise Community Development District, City of Winter Haven, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

April 28, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

HARMONY ON LAKE ELOISE

COMMUNITY DEVELOPMENT DISTRICT

6A

RESOLUTION 2025-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY
ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE
FISCAL YEAR ENDED SEPTEMBER 30, 2024**

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2024;

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

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 11th day of June, 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

7

RESOLUTION 2025-05

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**

**RATIFICATION
ITEMS A**



Dewberry Engineers Inc. 407.843.5120
800 N. Magnolia Ave, Suite 1000 407.649.8664 fax
Orlando, FL 32803 www.dewberry.com

Sent Via Email: cerbonec@whhassociates.com

February 25, 2025

Ms. Cindy Cerbone, District Manager
Harmony on Lake Eloise Community Development District
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number 2025-1
Harmony on Lake Eloise Community Development District
2025 District Engineering Services
City of Winter Haven, Florida**

Dear Ms. Cerbone:

Dewberry Engineers Inc. (Engineer) is pleased to submit this Work Authorization to provide general engineering services for the Harmony on Lake Eloise Community Development District (District). We will provide these services pursuant to our current agreement ("District Engineer Agreement") as follows:

I. General Engineering Services

We will perform general engineering services as necessary, including but not limited to, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

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 \$8,000, plus other direct costs.

II. 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 \$200.

III. Additional Services

Any Additional Services requested that are not a part of this work authorization will be invoiced either on a time and materials basis, in accordance with the enclosed Schedule of Charges, or on a mutually agreed upon fee. Authorization under this task must be in writing.

This Work Authorization, together with the referenced Engineering Agreement, represents the entire understanding between the District and the Engineer regarding the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to Aimee Powell, Senior Office Administrator, in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Ms. Cindy Cerbone
Harmony on Lake Eloise CDD
Work Authorization Number 2025-1
February 25, 2025

Thank you for considering Dewberry Engineers Inc. We look forward to continuing to work with you on this project.

Sincerely,



Christopher J. Allen, P.E.
Associate
Senior Project Manager



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

CJA:NPS:ap

Q:\LNHECDD_50138735\Adm\Correspondence\AAS\Harmony on Lake Eloise 2025 District Engineering Services 02-25-2025

APPROVED AND ACCEPTED

By: Shelley Kaercher

Authorized Representative of
Harmony on Lake Eloise Community Development District

Date: 3/4/2025

STANDARD HOURLY BILLING RATE SCHEDULE

Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$115.00, \$135.00, \$155.00
Engineer IV, V, VI	\$175.00, \$200.00, \$230.00
Engineer VII, VIII, IX	\$260.00, \$290.00, \$320.00
Environmental Specialist I, II, III	\$105.00, \$125.00, \$155.00
Senior Environmental Scientist IV, V, VI	\$175.00, \$195.00, \$215.00
Planner I, II, III	\$105.00, \$125.00, \$155.00
Senior Planner IV, V, VI	\$175.00, \$195.00, \$215.00
Landscape Designer I, II, III	\$105.00, \$125.00, \$155.00
Senior Landscape Architect IV, V, VI	\$175.00, \$195.00, \$215.00
Principal	\$360.00
Technical	
CADD Technician I, II, III, IV, V	\$85.00, \$105.00, \$125.00, \$140.00, \$180.00
Designer I, II, III	\$110.00, \$135.00, \$160.00
Designer IV, V, VI	\$180.00, \$205.00, \$230.00
Construction	
Construction Professional I, II, III	\$125.00, \$160.00, \$185.00
Construction Professional IV, V, VI	\$220.00, \$245.00, \$290.00
Survey	
Surveyor I, II, III	\$68.00, \$83.00, \$100.00
Surveyor IV, V, VI	\$120.00, \$135.00, \$150.00
Surveyor VII, VIII, IX	\$165.00, \$195.00, \$235.00
Senior Surveyor IX	\$295.00
Fully Equipped 1, 2, 3 Person Field Crew	\$145.00, \$185.00, \$245.00
Administration	
Administrative Professional I, II, III, IV	\$70.00, \$100.00, \$120.00, \$150.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS B**



PROPOSAL

BILL TO

Harmony on Lake Eloise CDD

DATE

February 25, 2025

DESCRIPTION	UNIT PRICE	TOTAL
2025 PRESSURE WASHING & CHEMICAL TREATMENT PERIMETER EAST FENCE IN PHASE 1		
Pressure washing and chemical treatment of 1,250 linear feet PVC fence.		\$1,200.00
Pressure washing and chemical treatment of pavers in the center of the roundabout on Hoover Road		\$300.00

TOTAL**\$1,500.00**

Any change order or modification from the original contract has to be presented and approved before any work commences.

Both parties agree that this is the sole and total agreement between them, and no verbal or implied agreement shall have any validity unless same has been written into this contract or any addendum thereto. No changes or alterations of this agreement shall be made unless both parties have agreed to same in written form properly executed.

Thank you for your business!

Please make checks payable to: E. Leonard Painting, Inc.
PO Box 728, Minneola, FL 34715

Shelley Kaercher
Shelley Kaercher (Mar 4, 2025 12:43 EST)

Acceptance by

04/03/20

Date

Harmony on Lake Eloise CDD - Pressure Washing - Perimeter Fence and Roundabout

Final Audit Report

2025-03-04

Created:	2025-03-04
By:	joey arroyo (joey.arroyo@atmoslivingmg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAejZ_A_LLL9FnYEsWFU-2KCyA8h_zWPgu

"Harmony on Lake Eloise CDD - Pressure Washing - Perimeter Fence and Roundabout" History



Document created by joey arroyo (joey.arroyo@atmoslivingmg.com)

2025-03-04 - 4:52:42 PM GMT



Document emailed to Shelley Kaercher (shelleykaercher@forestar.com) for signature

2025-03-04 - 4:52:46 PM GMT



Email viewed by Shelley Kaercher (shelleykaercher@forestar.com)

2025-03-04 - 5:42:39 PM GMT



Document e-signed by Shelley Kaercher (shelleykaercher@forestar.com)

Signature Date: 2025-03-04 - 5:43:54 PM GMT - Time Source: server



Agreement completed.

2025-03-04 - 5:43:54 PM GMT



Adobe Acrobat Sign

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
CI**

THIRD AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This Third Amendment ("Third Amendment") is made and entered into this 1st day of APRIL, 2025, 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 the City of Winter Haven, Polk County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Florida ULS Operating, LLC d/b/a United Land Services, LLC, a Delaware limited liability company, whose address is 12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, on May 3, 2023, the District and the Contractor entered into an agreement for landscape and irrigation services ("**Services Agreement**"); and

WHEREAS, pursuant to Section 27 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 Third Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this Third Amendment so that this Third 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 Third 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 Thirty-Five Thousand Forty Dollars (\$35,040) annually 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 Third 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 Third Amendment to the Services Agreement on the day and year first written above.

Attest:



Secretary/Assistant Secretary

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson/Vice Chairperson

**FLORIDA ULS OPERATING, LLC D/B/A UNITED
LAND SERVICES, LLC**

By: 
By: Marc Todd

By: 
Its: FRANK MANAGER

Exhibit A: Proposals for Additional Work

EXHIBIT A

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

Phase 3, 4 and 5 discing dry ponds monthly and mowing dry pond banks. Pond banks will be cut 24 visits per year and Discing serviced one time per month.

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

1652 Hummingbird Rd. Winter Haven, Fl. 33880.

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

Start Date of New Service

4/1/2025

Addendum Additional Pricing: Monthly

\$2,920.00

Yearly

\$35,040.00

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
CII**

FOURTH AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This Fourth Amendment ("**Fourth Amendment**") is made and entered into this 21 day of May, 2025, 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 the City of Winter Haven, Polk County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Florida ULS Operating, LLC d/b/a United Land Services, LLC, a Delaware limited liability company, whose address is 12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, on May 3, 2023, the District and the Contractor entered into an agreement for landscape and irrigation services ("**Services Agreement**"); and

WHEREAS, pursuant to Section 27 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; and

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

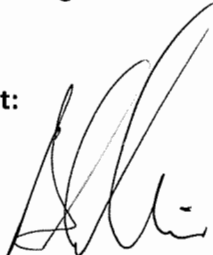
- A.** The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "**Additional Work**"). The District shall pay Contractor Thirty-Five Thousand Forty Dollars (\$89,820) annually for the Additional Work as identified in **Exhibit A** attached 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 Fourth 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.

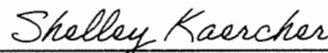
IN WITNESS WHEREOF, the Parties hereto have signed this Fourth Amendment to the Services Agreement on the day and year first written above.

Attest:



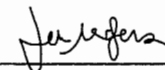
Secretary/Assistant Secretary

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

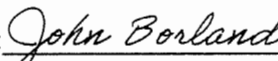


Chairperson/Vice Chairperson

**FLORIDA ULS OPERATING, LLC D/B/A UNITED
LAND SERVICES, LLC**



By: Jena Rodgers - Director of Sales

By: 

Its: Branch Manager

Exhibit A: Proposals for Additional Work

EXHIBIT A

Phase 3 Section 2

Contract Maintenance	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 12 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$ 3,626	\$ 43,512
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$ 227	\$ 2,724
Fertilization & Chemical Treatments Includes Turf and Shrub Fertilization & Pest Control Applications	\$ 595	\$ 7,140
Total for Landscape Maintenance	\$ 4,448	\$ 53,376

Additional Items/ Recommendations	Quantity	Price
Mulch		\$ Per Request
Annuals		\$ Per Request
Palm Pruning		\$ Per Request
Additional Agronomics: For optimal turf/plant health and vigor.		\$ Per Request

Phase 4

Contract Maintenance	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 12 ft.), Rejuvenation Pruning (native grass), Weed-ing & Cleanup	\$ 2,326	\$ 27,912
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$ 179	\$ 2,148
Fertilization & Chemical Treatments Includes Turf and Shrub Fertilization & Pest Control Applications	\$ 532	\$ 6,384
Total for Landscape Maintenance	\$ 3,037	\$ 36,444

Additional Items/ Recommendations	Quantity	Price
Mulch		\$ Per Request
Annuals		\$ Per Request
Palm Pruning		\$ Per Request
Additional Agronomics: For optimal turf/plant health and vigor.		\$ Per Request

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 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	\$ 320,995	\$ -	\$ -	\$ -	\$ -	\$ 320,995
Revenue	-	170,901	152,758	-	-	323,659
Reserve	-	44,809	160,802	-	-	205,611
Prepayment	-	3,524	-	-	-	3,524
Capitalized interest	-	1,501	-	-	-	1,501
Construction - general	-	-	-	171	-	171
Cost of issuance	-	-	43	-	-	43
Due from Landowner	-	-	100,409	-	-	100,409
Due from general fund	-	9,064	-	-	-	9,064
Due from other	656	-	-	-	-	656
Deposit with Winter Water Haven	1,709	-	-	-	-	1,709
Total assets	<u>\$ 323,360</u>	<u>\$ 229,799</u>	<u>\$ 414,012</u>	<u>\$ 171</u>	<u>\$ -</u>	<u>\$ 967,342</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Due to debt service fund 2023	9,064	-	-	-	-	9,064
Due to Landowner	1,773	-	-	-	-	1,773
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>17,837</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,837</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	656	-	100,408	-	-	101,064
Unearned Revenue	11,852	-	119,212	-	-	131,064
Total deferred inflows of resources	<u>12,508</u>	<u>-</u>	<u>219,620</u>	<u>-</u>	<u>-</u>	<u>232,128</u>
Fund balances:						
Restricted for:						
Debt service	-	229,799	194,392	-	-	424,191
Capital projects	-	-	-	171	-	171
Unassigned	293,015	-	-	-	-	293,015
Total fund balances	<u>293,015</u>	<u>229,799</u>	<u>194,392</u>	<u>171</u>	<u>-</u>	<u>717,377</u>
Total liabilities and fund balances	<u>\$ 323,360</u>	<u>\$ 229,799</u>	<u>\$ 414,012</u>	<u>\$ 171</u>	<u>\$ -</u>	<u>\$ 967,342</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 3,645	\$ 67,702	\$ 72,904	93%
Assessment levy: off-roll	12,094	402,593	-	N/A
Lot Closing Assessment	967	3,386	-	N/A
Landowner contribution	-	22,113	491,964	4%
Total revenues	16,706	495,794	564,868	88%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	28,000	48,000	58%
Legal	781	4,222	25,000	17%
Engineering	-	-	2,000	0%
Audit	5,000	5,000	5,100	98%
Arbitrage rebate calculation*	-	-	1,000	0%
Dissemination agent*	167	833	2,000	42%
Trustee*	-	-	11,000	0%
Telephone	16	117	200	59%
Postage	12	69	500	14%
Printing & binding	41	292	500	58%
Legal advertising	-	2,849	2,000	142%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	6,000	90%
Contingencies/bank charges	91	1,039	500	208%
Website hosting & maintenance	-	705	705	100%
EMMA Software Services	-	1,000	1,000	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	10,108	49,709	105,890	47%

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
Field operations				
Field operations manager	500	4,000	6,000	67%
Landscaping contract labor	14,270	80,061	295,000	27%
Insurance: property	-	5,571	-	N/A
Irrigation maintenance/repair	500	6,366	7,500	85%
Plants, shrubs & mulch	-	656	30,000	2%
Annuals	-	3,150	20,000	16%
Tree trimming	-	-	5,000	0%
Signage	-	-	2,500	0%
General maintenance	3,025	3,025	4,000	76%
Fence/wall repair	-	-	4,000	0%
Aquatic control - ponds	1,245	8,715	9,000	97%
Misc. Field Operations - Contingency	-	200	20,000	1%
Electric:				
Irrigation	-	-	15,000	0%
Street lights	-	-	10,000	0%
Entrance signs	220	220	2,000	11%
Water- irrigation	1,417	17,804	20,000	89%
Total field operations	<u>21,177</u>	<u>129,768</u>	<u>456,700</u>	28%
Other fees and charges				
Property appraiser	-	-	759	0%
Tax collector	73	1,391	1,519	92%
Total other fees and charges	<u>73</u>	<u>1,391</u>	<u>2,278</u>	
Total expenditures	<u>31,358</u>	<u>180,868</u>	<u>564,868</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	(14,652)	314,926	-	
Fund balances - beginning	307,667	(21,911)	-	
Fund balances - ending	<u>\$ 293,015</u>	<u>\$ 293,015</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 SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 9,248	\$ 171,783	\$ 185,019	93%
Interest	728	3,245	-	N/A
Total revenues	<u>9,976</u>	<u>175,028</u>	<u>185,019</u>	95%
EXPENDITURES				
Debt service				
Principal	-	-	40,000	0%
Interest	-	67,887	135,774	50%
Total debt service	<u>-</u>	<u>67,887</u>	<u>175,774</u>	39%
Other fees & charges				
Tax collector	184	3,430	3,855	89%
Property appraiser	-	-	1,927	0%
Total other fees and charges	<u>184</u>	<u>3,430</u>	<u>5,782</u>	59%
Total expenditures	<u>184</u>	<u>71,317</u>	<u>181,556</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	9,792	103,711	3,463	
Fund balances - beginning	220,007	126,088	110,571	
Fund balances - ending	<u>\$ 229,799</u>	<u>\$ 229,799</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 APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 39	\$ 28,529	\$ 185,019	15%
Lot closing assessment	4,774	4,774	-	N/A
Interest	845	1,469	-	N/A
Total revenues	<u>5,658</u>	<u>34,772</u>	<u>185,019</u>	19%
EXPENDITURES				
Debt service				
Principal	-	-	40,000	0%
Interest	-	-	135,774	0%
Cost of issuance	5,925	184,410	-	
Total debt service	<u>5,925</u>	<u>184,410</u>	<u>175,774</u>	105%
Other fees & charges				
Tax collector	-	-	3,855	0%
Property appraiser	-	-	1,927	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>5,782</u>	0%
Total expenditures	<u>5,925</u>	<u>184,410</u>	<u>181,556</u>	102%
Excess/(deficiency) of revenues over/(under) expenditures	(267)	(149,638)	3,463	
OTHER FINANCING SOURCES/(USES)				
Receipt of bond proceeds	-	543,826	-	N/A
Underwriter's Discount	-	(173,351)	-	N/A
Original Issue Discount	-	(26,445)	-	N/A
Total other financing sources	<u>-</u>	<u>344,030</u>	<u>-</u>	N/A
Fund balances - beginning	194,659	-	110,571	
Fund balances - ending	<u>\$ 194,392</u>	<u>\$ 194,392</u>	<u>\$ 114,034</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 APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 4
Total revenues	<u>1</u>	<u>4</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	4
Fund balances - beginning	170	167
Fund balances - ending	<u><u>\$ 171</u></u>	<u><u>\$ 171</u></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 APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ -
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction costs	-	8,791,174
Total expenditures	<u>-</u>	<u>8,791,174</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(8,791,174)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	8,791,174
Total other financing sources/(uses)	<u>-</u>	<u>8,791,174</u>
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ -</u>	<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 Special Meeting on February 19, 2025 at 9:30 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897.

Present:

Shelley Kaercher	Chair
Mary Moulton	Vice Chair
John (JC) Nowotny	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Chris Conti (via telephone)	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Christopher Allen (via telephone)	District Engineer
Joey Arroyo	Atmos Living

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 10:01 a.m.

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

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD 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.

40

41 **FOURTH ORDER OF BUSINESS****Ratification Items**

42

43 **A. FMSbonds, Inc. Rule G-17 Disclosure**44 **B. Insight Irrigation LLC Agreement for Irrigation Monitoring Services**45 **C. United Land Services, LLC Second Amendment to Landscape & Irrigation Services**
46 **Agreement**47 **D. Acquisition of Phase 3A and 4 Improvements**48 **E. Polk County Property Appraiser 2025 Data Sharing and Usage Agreement**49 **F. Polk County Property Appraiser Contract Agreement**

50

51 **On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor,**
52 **the FMSbonds, Inc. Rule G-17 Disclosure; Insight Irrigation LLC Agreement for**
53 **Irrigation Monitoring Services; United Land Services, LLC Second Amendment**
54 **to Landscape & Irrigation Services Agreement; Acquisition of Phase 3A and 4**
55 **Improvements; Polk County Property Appraiser 2025 Data Sharing and Usage**
56 **Agreement; and Polk County Property Appraiser Contract Agreement, were**
57 **ratified.**

58

59

60 **FIFTH ORDER OF BUSINESS****Acceptance of Unaudited Financial**
Statements as of December 31, 2024

61

62

63 **On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor,**
64 **the Unaudited Financial Statements as of December 31, 2024, were accepted.**

65

66

67 **SIXTH ORDER OF BUSINESS****Approval of January 15, 2025 Public**
Hearing and Regular Meeting Minutes

68

69

70 **On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor,**
71 **the January 15, 2025 Public Hearing and Regular Meeting Minutes, as**
72 **presented, were approved.**

73

74

75 **SEVENTH ORDER OF BUSINESS****Staff Reports**

76

77 **A. District Counsel: Kutak Rock LLP**

B. District Engineer: Dewberry Engineers, Inc.

There were no District Counsel or District Engineer reports.

C. Field Operations: Atmos Living Management Group, LLC

Mr. Arroyo reviewed the Field Operations Report.

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

- **NEXT MEETING DATE: March 12, 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 next meeting will be held on March 12, 2025, unless canceled.

EIGHTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

NINTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the meeting adjourned at 10:06 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

107
108
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Secretary/Assistant Secretary

Chair/Vice Chair

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

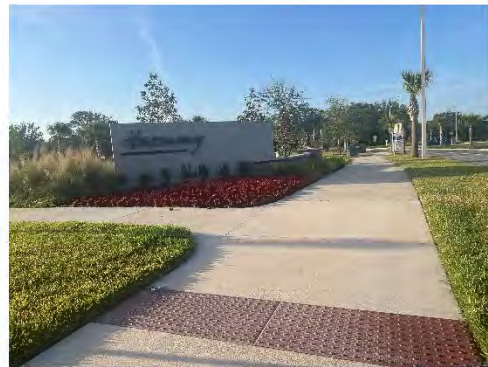
**STAFF
REPORTS C**

HARMONY ON LAKE ELOISE CDD

FIELD OPERATIONS INSPECTION REPORT

April 2025

- The signs are clean, and the new annuals look great, and I did not see any weeds at the time of the visit. The curbing that was crushed by trucks is still not repaired.



- Entrance roundabout landscaping is in OK shape and expecting a little more improvement as spring progresses and we get some rain.



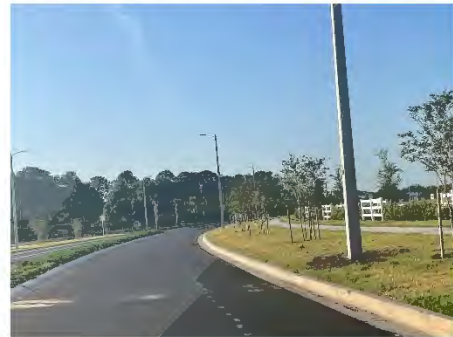
Atmos Living Management Group

4327 S Hwy 27, Ste 408
Clermont, FL 34711
855-57ATMOS

www.AtmosLivingMG.com

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

- Landscaping throughout the community looks in good shape will continue monitoring improvement as we approach the spring season. Did not notice any questionable plant material during this inspection.



- Gazebo area looks in good shape.



- Front pond plant material from last month is cleared. Back lake seemed clear and free of invasive plants in the water. The water seems clear and in good health condition.



Respectfully submitted,

Joey Arroyo, LCAM

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS D**



Florida Fish and Wildlife Conservation Commission

Commissioners

Rodney Barreto
Chairman
Coral Gables

Steven Hudson
Vice Chairman
Fort Lauderdale

Preston Farrior
Tampa

Gary Lester
Oxford

Albert Maury
Coral Gables

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Office of the
Executive Director
Roger A. Young
Executive Director

Charles "Rett" Boyd
Assistant Executive Director

George Warthen
Chief Conservation Officer

Jessica Crawford
Chief of Staff

Division of Habitat and
Species Conservation
Melissa Tucker
Director

850-488-3831

*Managing fish and wildlife
resources for their long-term
well-being and the benefit
of people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

Technical Assistance Regarding the Florida Black Bear - 2025

Dear Applicant, Property Owner, and Interested Parties:

According to Florida Fish and Wildlife Conservation Commission (FWC) data, there is the potential for Florida black bears (*Ursus americanus floridanus*) to occur in the project area. The FWC received a sufficient number of reports of human-bear conflicts, evidence of bears collected by researchers, reports of bears killed by vehicles surrounding the project, or other data to recommend measures that may prevent or reduce conflicts with bears.

While Florida black bears tend to shy away from people, they are adaptable and will take advantage of human-provided food sources. This includes sources that are currently available near this site or sources available after construction, including unsecured garbage, pet food, and bird seed. Once bears become accustomed to finding food around people, their natural wariness is reduced to the point that there can be an increased risk to private property and public safety.

During the construction phase, construction sites should be kept clean, with refuse that might attract bears kept separate from construction debris and stored securely in bear-resistant containers or removed daily from the construction site before dark. Refuse that might attract bears includes all food and drink-related materials, as well as any items with strong scents like cleaning agents. If a homeowners' association or community covenants are planned, by-laws that would require residents to take measures to prevent attracting bears into the neighborhood are recommended. By-law language used by other Florida communities is available at (<http://myfwc.com/wildlifehabitats/managed/bear/living/community-group/bylaw/>). Once construction activities are complete, residents should be provided with bear-resistant garbage cans as part of their regular waste service and any larger waste storage containers should also be bear-resistant. Providing residents with information on how to avoid human-bear conflicts is also recommended. This information can include:

- Options for keeping garbage secure which can include using bear-resistant garbage containers, modifying regular cans to be bear-resistant, or keeping cans secure in a garage or sturdy shed and then placing garbage on the curb the morning of pick-up rather than the night before (<http://myfwc.com/wildlifehabitats/managed/bear/living/attractants/>);
- Removing bird and wildlife feeders, or modifying them to exclude bears (<http://myfwc.com/wildlifehabitats/managed/bear/wildlife-feeders/>);
- Using electric fencing to secure outdoor attractants like fruiting trees/shrubs, gardens, compost, and small livestock (<https://myfwc.com/media/1886/ElectricFence.pdf>);
- Proper composting in bear range (<https://myfwc.com/media/1888/howtocompostinbearcountry.pdf>);
- Keeping pets safe (<https://myfwc.com/media/1892/protect-your-pet.pdf>); and
- Cleaning and securing barbeque grills.

Information should also include guidelines for how residents should respond to bears in the area, such as:

- What to do if they encounter a bear, whether from a distance or at close range (<https://myfwc.com/wildlifehabitats/wildlife/bear/living/encounter/>), and
- When and how to contact the FWC regarding a bear issue (<https://myfwc.com/wildlifehabitats/wildlife/bear/nuisance-contact/>).

FWC can always assist with residential planning to incorporate the above recommendations and reduce the potential for unwanted interactions between bears and humans. Please feel free to contact our office at ConservationPlanningServices@myfwc.com for technical assistance.

Sincerely,

Josh Cucinella
Land Use Planning Program Administrator
Office of Conservation Planning Services

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Ramada by Wyndham Davenport Orlando South</i> <i>43824 Highway 27, Davenport, Florida 33837-6808</i> <i>¹Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida 33897</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 CANCELED	Regular Meeting	9:30 AM*
November 5, 2024	Landowners' Meeting	10:00 AM
November 13, 2024 CANCELED	Regular Meeting	9:30 AM*
December 11, 2024	Regular Meeting	9:30 AM*
January 8, 2025 <i>rescheduled to January 15, 2025</i>	Regular Meeting	9:30 AM*
January 15, 2025 ¹	Public Hearing and Regular Meeting	9:30 AM*
February 12, 2025 CANCELED	Regular Meeting	9:30 AM*
February 19, 2025 ¹	Special Meeting	9:30 AM*
March 12, 2025 CANCELED	Regular Meeting	9:30 AM*
April 9, 2025 CANCELED	Regular Meeting	9:30 AM*
May 14, 2025 CANCELED	Regular Meeting	9:30 AM*
June 11, 2025 ¹	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	9:30 AM*
July 9, 2025 ¹	Regular Meeting	9:30 AM*
August 13, 2025 ¹	Regular Meeting	9:30 AM*
September 10, 2025 ¹	Regular Meeting	9:30 AM*
<i>*Meetings will convene immediately following the adjournment of the Fox Branch Ranch CDD meetings, scheduled to commence at 9:30 AM, respectively.</i>		