

LAKES AT BELLA LAGO

**COMMUNITY DEVELOPMENT
DISTRICT**

June 26, 2024

**BOARD OF SUPERVISORS
PUBLIC HEARINGS AND
REGULAR MEETING
AGENDA**

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Lakes at Bella Lago 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 18, 2024

ATTENDEES:

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

Board of Supervisors

Lakes at Bella Lago Community Development District

Dear Board Members:

The Board of Supervisors of the Lakes at Bella Lago Community Development District will hold Public Hearings and a Regular Meeting on June 26, 2024 at 10:00 a.m., at the Holiday Inn and Suites, 620 Wells Rd, Orange Park, Florida 32073. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law
 - A. Affidavit of Publication
 - B. Mailed Notice to Property Owners
 - C. Consideration of Resolution 2024-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes
 - A. Affidavits of Publication

- B. Consideration of Resolution 2024-10, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date
- 6. Consideration of Solitude Lake Management, LLC Aquatic Management Services Agreement
- 7. Consideration of Yellowstone Landscape, Inc. Landscape and Irrigation Maintenance Services Agreement
- 8. Consideration of Boundary Amendment Related Items
 - A. Resolution 2024-11, Directing the Chairperson, Vice Chairperson and District Staff to File a Petition with Clay County, Florida, Requesting the Adoption of an Ordinance Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of the Boundary Amendment Process; and Providing an Effective Date
 - B. Boundary Amendment Funding Agreement
- 9. Consideration of Acquisition of Improvements
- 10. Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
- 11. Consideration of Resolution 2024-06, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
- 12. Consideration of Resolution 2024-07, Designating the Location of the Local District Records Office and Providing an Effective Date
- 13. Acceptance of Unaudited Financial Statements as of May 31, 2024
- 14. Approval of April 23, 2024 Regular Meeting and Audit Committee Meeting Minutes
- 15. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk, PLLC*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: TBD

○ QUORUM CHECK

SEAT 1	D.J. SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	DREW INGOLDSBY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARTHA SCHIFFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	ROSE BOCK	☐ IN PERSON	☐ PHONE	☐ NO

16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3A

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Fleming Island, Florida

STATE OF FLORIDA COUNTY OF CLAY:

Before the undersigned authority personally appeared
Hugh Osteen, who on oath says that he is the publisher of
the "Clay Today" a newspaper published weekly at Fleming
Island in Clay County, Florida; that the attached copy of
advertisement
Being a Legal Notice

In the matter of FY 2025 Budget & OM Assessment Hearing

LEGAL: 110860

Was published in said newspaper in the issues:

5/30/2024 and 6/6/2024

Affiant Further says that said "Clay Today" is a newspaper
published at Fleming Island, in said Clay County, Florida, and
that the said newspaper Has heretofore been continuously
published in said Clay County, Florida, Weekly, and has been
entered as Periodical material matter at the post
Office in Orange Park, in said Clay County, Florida, for
period of one year next proceeding the first publication of
the attached copy of advertisement; and affiant further says
that he has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund for
the purpose of securing this advertisement for publication in
the said newspaper.

Hugh Osteen

Sworn to me and subscribed before me 06/06/2024

Christie Lou Wayne



NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200
FAX (904) 264-3285
E-Mail: legal@claytodayonline.com
Christie Wayne christie@osteenmediagroup.com

50 CLAY TODAY • June 6, 2024

CLAYTODAYONLINE.COM

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS; ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings and Regular Meetings

The Board of Supervisors ("Board") for the Lakes at Bella Lago Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE:	June 26, 2024
TIME:	10:00 a.m.
LOCATION:	Holiday Inn and Suites 620 Wells Road Orange Park, Florida 32073

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2025"). The second public hearing is being held pursuant to Chapters 176, 190 and 197, Florida Statutes, to consider the proposition of operations and maintenance special assessments ("OM Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025; to consider the adoption of an assessment roll and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy OM Assessments as lawfully approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Descriptions of Assessments

The District imposes OM Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 176.027, Florida Statutes, a description of the services to be funded by the OM Assessments, and the properties to be improved and benefited from the OM Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed OM Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed OM Assessments, which are subject to change at the hearing.

Assessment	Benefit of Lands	OM Rate	Current Annual OM Assessment (Fiscal Year 2024)	Proposed Annual OM Assessment (Fiscal Year 2025)	Change to Annual Assessment
1st 1/2"	1.00	1.00	\$2,500.00	\$2,500.00	\$0.00
2nd 1/2"	1.00	1.00	\$2,500.00	\$2,500.00	\$0.00
3rd 1/2"	1.00	1.00	\$2,500.00	\$2,500.00	\$0.00

The proposed OM Assessments as stated include collection costs and/or other payment discounts, which Clay County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.362(4), Florida Statutes, the tax amount shall serve as the "maximum rate" authorized by law for OM Assessments, such that no assessment hearing shall be held, or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.362(4), Florida Statutes, is met. Note that the OM Assessments do not include any debt service assessments previously levied by the District that are due to be collected for Fiscal Year 2025.

For Fiscal Year 2025, the District may have the County tax collector collect the assessments imposed on certain developed property and anticipate directly collecting the assessments imposed on the remaining benefited property by sending out one or more bills prior to, or during, Fiscal Year 2025. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later seeking to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meetings are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the office of the District Manager, located at Wetzel, Hunt and Associates, LLC, 2300 Glades Road, Suite 4100, Boca Raton, Florida 33431, P.O. Box 171-0010 District Manager's Office, during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.



Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least 10 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TDD) 1-800-955-8778 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who desires to appear at any hearing held by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

RESOLUTION 3024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025 DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 176, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Lakes at Bella Lago Community Development District ("District") prior to June 15, 2024, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2025"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services ("Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 176, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025 attached hereto as Exhibit A is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
2. **DECLARING ASSESSMENTS.** Pursuant to Chapters 176, 190 and 197, Florida Statutes, the Assessments shall be levied on the properties in the total estimated amounts set forth in the Proposed Budget.

The nature, extent, and plans and specifications for the Services to be funded by the Assessments are described in the Proposed Budget and in the report of any of the District Engineer, all of which are on file and available for public inspection at the "District Office" (Wetzel, Hunt and Associates, LLC, 2300 Glades Road, Suite 4100, Boca Raton, Florida 33431). The Assessments shall be levied within the District on all benefited lands and shall be assessed thereon, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments, pursuant to a bill issued by the District in November of 2024, and pursuant to Chapter 176, Florida Statutes; or, alternatively, pursuant to the plan method as set forth in Chapter 197, Florida Statutes.

3. **SETTING PUBLIC HEARINGS.** Pursuant to Chapters 176, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: June 26, 2024
HOUR: 10:00 A.M.
LOCATION: Holiday Inn and Suites
620 Wells Road
Orange Park, Florida 32073

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

5. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is hereby 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 3 and shall remain on the website for at least 45 days.

6. **PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Clay County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

7. **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.

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

PASSED AND ADOPTED THIS 23RD DAY OF APRIL, 2024.

ATTEST: **LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT**
By: /s/ D.J. Smith
His/Her

Attest: **Secretary/Assistant Secretary**

Exhibit A: Proposed Budget for Fiscal Year 2025

Legal 110860 published May 30 and June 6, 2024 in Clay County's Clay Today newspaper.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2024, submitted to the Board of Supervisors ("**Board**") of the Lakes at Bella Lago Community Development District ("**District**") a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2025**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Lakes at Bella Lago Community Development District for the Fiscal Year Ending September 30, 2025."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025, the sum of \$1,124,113 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 563,716
DEBT SERVICE FUND(S)	\$ 560,397
TOTAL ALL FUNDS	\$1,124,113

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025 or within 60 days following the end of the Fiscal Year 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$10,000

or 10% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 26TH DAY OF JUNE, 2024.

ATTEST:

LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2025

Exhibit A: Adopted Budget for Fiscal Year 2025

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2023-1 and Series 2023-2	5
Amortization Schedule - Series 2023-1	6 - 7
Amortization Schedule - Series 2023-2	8 - 9
Assessment Summary	10

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 189,121
Allowable discounts (4%)	-				(7,565)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	181,556
Assessment levy: off-roll	-	-	-	-	382,160
Landowner contribution	99,390	19,817	102,487	122,304	-
Total revenues	99,390	19,817	102,487	122,304	563,716
EXPENDITURES					
Professional & administrative					
Supervisors	1,600	-	1,600	1,600	2,400
Management/accounting/recording**	48,000	24,000	24,000	48,000	48,000
Legal	25,000	3,201	21,799	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	500	500	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	34	466	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	-	1,750	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges	750	8	742	750	750
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Property appraiser & tax collector	-	-	-	-	3,782
Total professional & administrative	99,390	34,948	65,417	100,365	103,972
Field operations					
Landscape maintenance					
Maintenance contract	-	-	-	-	154,000
Plant replacement	-	-	-	-	7,500
Irrigation repairs	-	-	-	-	5,000
Repair/maintenance/pressure washing	-	-	-	-	2,500
Electric	-	-	-	-	400
Stormwater management	-	-	-	-	5,196
Pressure washing	-	3,125	-	3,125	-
Field operations management	-	-	-	-	12,500
Utilities					
Electric/irrigation pump	-	814	18,000	18,814	18,000
Road signage repair	-	-	-	-	3,000
Total field operations	-	3,939	18,000	21,939	208,096

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
Amenity center					
Utilities					
Internet & cable	-	-	-	-	9,566
Electric	-	-	-	-	65,000
Potable water	-	-	-	-	5,000
Reclaim water	-	-	-	-	45,000
Trash removal	-	-	-	-	2,916
Management contracts					
Facility management	-	-	-	-	22,500
Landscape seasonal (annuals & pine s	-	-	-	-	5,500
Landscape contingency	-	-	-	-	5,500
Pool repairs	-	-	-	-	7,000
Pool chemicals	-	-	-	-	18,000
Janitorial services	-	-	-	-	4,500
Janitorial supplies	-	-	-	-	1,500
Facility maintenance	-	-	-	-	6,000
Holiday decorations	-	-	-	-	12,666
Office supplies	-	-	-	-	1,000
Insurance: property	-	-	-	-	40,000
Total amenity center	-	-	-	-	251,648
Total expenditures	99,390	38,887	83,417	122,304	563,716
Excess/(deficiency) of revenues over/(under) expenditures	-	(19,070)	19,070	-	-
Fund balance - beginning (unaudited)	-	-	(19,070)	-	-
Fund balance - ending (projected)	-	(19,070)	-	-	-
Unassigned	-	(19,070)	-	-	-
Fund balance - ending	\$ -	\$ (19,070)	\$ -	\$ -	\$ -

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 2,400
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
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	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
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.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
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	1,750
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	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser & tax collector	3,782

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Field operations

Landscape maintenance	
Maintenance contract	154,000
Plant replacement	7,500
Irrigation repairs	5,000
Repair/maintenance/pressure washing	2,500
Electric	400
Stormwater management	5,196
Field operations management	12,500

Utilities

Electric/irrigation pump	18,000
Road signage repair	3,000

Amenity center

Utilities	
Internet & cable	9,566
Electric	65,000
Potable water	5,000
Reclaim water	45,000
Trash removal	2,916
Management contracts	
Facility management	22,500
Landscape seasonal (annuals & pine straw)	5,500
Landscape contingency	5,500
Pool repairs	7,000
Pool chemicals	18,000
Janitorial services	4,500
Janitorial supplies	1,500
Facility maintenance	6,000
Holiday decorations	12,666
Office supplies	1,000
Insurance: property	40,000
Total expenditures	<u><u>\$ 563,716</u></u>

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023-1 AND SERIES 2023-2
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ -				\$ 272,287
Allowable discounts (4%)	-				(10,891)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	261,396
Assessment levy: off-roll - Series 2023-1	255,950	-	255,950	255,950	-
Assessment levy: off-roll - Series 2023-2	299,001	-	299,001	299,001	299,001
Interest	-	14,347	-	14,347	-
Total revenues	554,951	14,347	554,951	569,298	560,397
EXPENDITURES					
Debt service					
Principal - Series 2023-1	50,000	-	50,000	50,000	50,000
Principal - Series 2023-2	55,000	-	55,000	55,000	55,000
Interest - Series 2023-1	203,463	-	203,463	203,463	203,463
Interest - Series 2023-2	241,688	-	241,688	241,688	241,688
Tax collector	-	-	-	-	5,446
Cost of issuance	-	9,875	-	9,875	-
Total expenditures	550,151	9,875	550,151	560,026	555,597
Excess/(deficiency) of revenues over/(under) expenditures	4,800	4,472	4,800	9,272	4,800
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(30,800)	-	(30,800)	-
Total other financing sources/(uses)	-	(30,800)	-	(30,800)	-
Net increase/(decrease) in fund balance	4,800	(26,328)	4,800	(21,528)	4,800
Fund balance:					
Beginning fund balance (unaudited)	593,770	619,288	592,960	619,288	597,760
Ending fund balance (projected)	<u>\$598,570</u>	<u>\$ 592,960</u>	<u>\$ 597,760</u>	<u>\$ 597,760</u>	<u>602,560</u>
Use of fund balance:					
Debt service reserve account balance (required) - Series 2023-1					(127,975)
Debt service reserve account balance (required) - Series 2023-2					(149,500)
Interest expense - November 1, 2025 - Series 2023-1					(100,481)
Interest expense - November 1, 2025 - Series 2023-2					(119,469)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 105,135</u>

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			101,731.25	101,731.25	3,530,000.00
05/01/25	50,000.00	5.000%	101,731.25	151,731.25	3,480,000.00
11/01/25			100,481.25	100,481.25	3,480,000.00
05/01/26	55,000.00	5.000%	100,481.25	155,481.25	3,425,000.00
11/01/26			99,106.25	99,106.25	3,425,000.00
05/01/27	55,000.00	5.000%	99,106.25	154,106.25	3,370,000.00
11/01/27			97,731.25	97,731.25	3,370,000.00
05/01/28	60,000.00	5.000%	97,731.25	157,731.25	3,310,000.00
11/01/28			96,231.25	96,231.25	3,310,000.00
05/01/29	65,000.00	5.000%	96,231.25	161,231.25	3,245,000.00
11/01/29			94,606.25	94,606.25	3,245,000.00
05/01/30	65,000.00	5.000%	94,606.25	159,606.25	3,180,000.00
11/01/30			92,981.25	92,981.25	3,180,000.00
05/01/31	70,000.00	5.000%	92,981.25	162,981.25	3,110,000.00
11/01/31			91,231.25	91,231.25	3,110,000.00
05/01/32	75,000.00	5.000%	91,231.25	166,231.25	3,035,000.00
11/01/32			89,356.25	89,356.25	3,035,000.00
05/01/33	75,000.00	5.000%	89,356.25	164,356.25	2,960,000.00
11/01/33			87,481.25	87,481.25	2,960,000.00
05/01/34	80,000.00	5.750%	87,481.25	167,481.25	2,880,000.00
11/01/34			85,181.25	85,181.25	2,880,000.00
05/01/35	85,000.00	5.750%	85,181.25	170,181.25	2,795,000.00
11/01/35			82,737.50	82,737.50	2,795,000.00
05/01/36	90,000.00	5.750%	82,737.50	172,737.50	2,705,000.00
11/01/36			80,150.00	80,150.00	2,705,000.00
05/01/37	95,000.00	5.750%	80,150.00	175,150.00	2,610,000.00
11/01/37			77,418.75	77,418.75	2,610,000.00
05/01/38	100,000.00	5.750%	77,418.75	177,418.75	2,510,000.00
11/01/38			74,543.75	74,543.75	2,510,000.00
05/01/39	105,000.00	5.750%	74,543.75	179,543.75	2,405,000.00
11/01/39			71,525.00	71,525.00	2,405,000.00
05/01/40	115,000.00	5.750%	71,525.00	186,525.00	2,290,000.00
11/01/40			68,218.75	68,218.75	2,290,000.00
05/01/41	120,000.00	5.750%	68,218.75	188,218.75	2,170,000.00
11/01/41			64,768.75	64,768.75	2,170,000.00
05/01/42	130,000.00	5.750%	64,768.75	194,768.75	2,040,000.00
11/01/42			61,031.25	61,031.25	2,040,000.00
05/01/43	135,000.00	5.750%	61,031.25	196,031.25	1,905,000.00
11/01/43			57,150.00	57,150.00	1,905,000.00
05/01/44	145,000.00	6.000%	57,150.00	202,150.00	1,760,000.00
11/01/44			52,800.00	52,800.00	1,760,000.00
05/01/45	155,000.00	6.000%	52,800.00	207,800.00	1,605,000.00
11/01/45			48,150.00	48,150.00	1,605,000.00
05/01/46	160,000.00	6.000%	48,150.00	208,150.00	1,445,000.00
11/01/46			43,350.00	43,350.00	1,445,000.00
05/01/47	170,000.00	6.000%	43,350.00	213,350.00	1,275,000.00
11/01/47			38,250.00	38,250.00	1,275,000.00

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	180,000.00	6.000%	38,250.00	218,250.00	1,095,000.00
11/01/48			32,850.00	32,850.00	1,095,000.00
05/01/49	195,000.00	6.000%	32,850.00	227,850.00	900,000.00
11/01/49			27,000.00	27,000.00	900,000.00
05/01/50	205,000.00	6.000%	27,000.00	232,000.00	695,000.00
11/01/50			20,850.00	20,850.00	695,000.00
05/01/51	220,000.00	6.000%	20,850.00	240,850.00	475,000.00
11/01/51			14,250.00	14,250.00	475,000.00
05/01/52	230,000.00	6.000%	14,250.00	244,250.00	245,000.00
11/01/52			7,350.00	7,350.00	245,000.00
05/01/53	245,000.00	6.000%	7,350.00	252,350.00	-
11/01/53			-	-	-
Total	3,530,000.00		3,917,025.00	7,447,025.00	

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023-2 (Assessment Area Two) AMORTIZATION SCHEDULE

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			120,843.75	120,843.75	4,180,000.00
05/01/25	55,000.00	5.000%	120,843.75	175,843.75	4,125,000.00
11/01/25			119,468.75	119,468.75	4,125,000.00
05/01/26	60,000.00	5.000%	119,468.75	179,468.75	4,065,000.00
11/01/26			117,968.75	117,968.75	4,065,000.00
05/01/27	60,000.00	5.000%	117,968.75	177,968.75	4,005,000.00
11/01/27			116,468.75	116,468.75	4,005,000.00
05/01/28	65,000.00	5.000%	116,468.75	181,468.75	3,940,000.00
11/01/28			114,843.75	114,843.75	3,940,000.00
05/01/29	70,000.00	5.000%	114,843.75	184,843.75	3,870,000.00
11/01/29			113,093.75	113,093.75	3,870,000.00
05/01/30	70,000.00	5.000%	113,093.75	183,093.75	3,800,000.00
11/01/30			111,343.75	111,343.75	3,800,000.00
05/01/31	75,000.00	5.000%	111,343.75	186,343.75	3,725,000.00
11/01/31			109,468.75	109,468.75	3,725,000.00
05/01/32	80,000.00	5.000%	109,468.75	189,468.75	3,645,000.00
11/01/32			107,468.75	107,468.75	3,645,000.00
05/01/33	85,000.00	5.000%	107,468.75	192,468.75	3,560,000.00
11/01/33			105,343.75	105,343.75	3,560,000.00
05/01/34	90,000.00	5.750%	105,343.75	195,343.75	3,470,000.00
11/01/34			102,756.25	102,756.25	3,470,000.00
05/01/35	95,000.00	5.750%	102,756.25	197,756.25	3,375,000.00
11/01/35			100,025.00	100,025.00	3,375,000.00
05/01/36	100,000.00	5.750%	100,025.00	200,025.00	3,275,000.00
11/01/36			97,150.00	97,150.00	3,275,000.00
05/01/37	105,000.00	5.750%	97,150.00	202,150.00	3,170,000.00
11/01/37			94,131.25	94,131.25	3,170,000.00
05/01/38	110,000.00	5.750%	94,131.25	204,131.25	3,060,000.00
11/01/38			90,968.75	90,968.75	3,060,000.00
05/01/39	120,000.00	5.750%	90,968.75	210,968.75	2,940,000.00
11/01/39			87,518.75	87,518.75	2,940,000.00
05/01/40	125,000.00	5.750%	87,518.75	212,518.75	2,815,000.00
11/01/40			83,925.00	83,925.00	2,815,000.00
05/01/41	130,000.00	5.750%	83,925.00	213,925.00	2,685,000.00
11/01/41			80,187.50	80,187.50	2,685,000.00
05/01/42	140,000.00	5.750%	80,187.50	220,187.50	2,545,000.00
11/01/42			76,162.50	76,162.50	2,545,000.00
05/01/43	150,000.00	5.750%	76,162.50	226,162.50	2,395,000.00
11/01/43			71,850.00	71,850.00	2,395,000.00
05/01/44	160,000.00	6.000%	71,850.00	231,850.00	2,235,000.00
11/01/44			67,050.00	67,050.00	2,235,000.00
05/01/45	170,000.00	6.000%	67,050.00	237,050.00	2,065,000.00
11/01/45			61,950.00	61,950.00	2,065,000.00
05/01/46	180,000.00	6.000%	61,950.00	241,950.00	1,885,000.00
11/01/46			56,550.00	56,550.00	1,885,000.00
05/01/47	190,000.00	6.000%	56,550.00	246,550.00	1,695,000.00
11/01/47			50,850.00	50,850.00	1,695,000.00
05/01/48	200,000.00	6.000%	50,850.00	250,850.00	1,495,000.00
11/01/48			44,850.00	44,850.00	1,495,000.00
05/01/49	215,000.00	6.000%	44,850.00	259,850.00	1,280,000.00
11/01/49			38,400.00	38,400.00	1,280,000.00
05/01/50	225,000.00	6.000%	38,400.00	263,400.00	1,055,000.00
11/01/50			31,650.00	31,650.00	1,055,000.00
05/01/51	240,000.00	6.000%	31,650.00	271,650.00	815,000.00

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023-2 (Assessment Area Two) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/51			24,450.00	24,450.00	815,000.00
05/01/52	255,000.00	6.000%	24,450.00	279,450.00	560,000.00
11/01/52			16,800.00	16,800.00	560,000.00
05/01/53	270,000.00	6.000%	16,800.00	286,800.00	290,000.00
11/01/53			8,700.00	8,700.00	290,000.00
05/01/54	290,000.00	6.000%	8,700.00	298,700.00	-
11/01/54					
Total	4,180,000.00		4,844,475.00	9,024,475.00	

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments - Phase 1

Series 2023-1 (AA1)

		FY 2025 O&M	FY 2025 DS	FY 2025 Total	FY 2024
		Assessment	Assessment	Assessment	Total
<u>Product/Parcel</u>	<u>Units</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>	<u>per Unit</u>
SF 40'	34	1,132.46	1,359.73	2,492.19	1,278.15
SF 50'	133	1,132.46	1,699.67	2,832.13	1,597.69
Total	167				

Off-Roll Assessments - Phases 1 & 2
--

Series 2023-2 (AA2)

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4A

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Fleming Island, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared
Hugh Osteen, who on oath says that he is the publisher of
the "Clay Today" a newspaper published weekly at Fleming
Island in Clay County, Florida; that the attached copy of
advertisement
Being a Legal Notice

In the matter of FY 2025 Budget & OM Assesment Hearing

LEGAL: 110860

Was published in said newspaper in the issues:

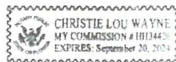
5/30/2024 and 6/6/2024

Affiant Further says that said "Clay Today" is a newspaper
published at Fleming Island, in said Clay County, Florida, and
that the said newspaper Has heretofore been continuously
published in said Clay County, Florida, Weekly, and has been
entered as Periodical material matter at the post
Office in Orange Park, in said Clay County, Florida, for
period of one year next proceeding the first publication of
the attached copy of advertisement; and affiant further says
that he has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund for
the purpose of securing this advertisement for publication in
the said newspaper.

Hugh Osteen

Sworn to me and subscribed before me 06/06/2024

Christie Lou Wayne



NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200
FAX (904) 264-3285
E-Mail: legal@claytodayonline.com
Christie Wayne christie@osteenmediagroup.com

50 CLAY TODAY • June 6, 2024

CLAYTODAYONLINE.COM

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Lakes at Bella Lago Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE:	June 26, 2024
TIME:	10:00 a.m.
LOCATION:	Holiday Inn and Suites 630 Wells Road Orange Park, Florida 32073

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2025"). The second public hearing is being held pursuant to Chapters 170, 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("OM Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025; to consider the adoption of an assessment roll and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearing, the Board will, by resolution, adopt a budget and levy OM Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes OM Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the OM Assessments, and the properties to be improved and benefited from the OM Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed OM Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed OM Assessments, which are subject to change at the hearing.

Lot Type	Number of Lots	2024 Parcel Count	Current Annual OM Assessment (\$1000000, 2024 - September 30, 2025)	Proposed Annual OM Assessment (\$1000000, 2024 - September 30, 2025)	Change in Annual OM Assessment
1st 1/2"	100	100	\$10,000,000	\$10,000,000	\$0
1st 1/4"	200	200	\$20,000,000	\$20,000,000	\$0
1st 1/8"	400	400	\$40,000,000	\$40,000,000	\$0

The proposed OM Assessments as stated include collection costs and/or early payment discounts, which Clay County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.363(4), Florida Statutes, the term amount shall serve as the "maximum rate" authorized by law for OM Assessments, such that no assessment hearing shall be held, or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.363(4), Florida Statutes, is met. Note that the OM Assessments do not include any self-service assessments previously levied by the District that are due to be collected for Fiscal Year 2025.

For Fiscal Year 2025, the District may have the County tax collector collect the assessments imposed on certain developed property and anticipate directly collecting the assessments imposed on the remaining benefited property by sending out one or more bills prior to, or during, Fiscal Year 2025. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the office of the District Manager, located at Waltham, Hunt and Associates, LLC, 2300 Glades Road, Suite 4100, Boca Raton, Florida 33431, Ph: (561) 371-0110 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.



Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office Ernesta Torres at Waltham, Hunt and Associates at least three business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TDD) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appear at any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeals to be based.

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Lakes at Bella Lago Community Development District ("District") prior to June 15, 2024, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2025"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services together, "Services" set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025 attached hereto as Exhibit A is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
2. **DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget.

The nature of, and plans and specifications for the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District Office," Waltham, Hunt and Associates, LLC, 2300 Glades Road, Suite 4100, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefited lots and lands, and shall be apportioned, as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2024, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the Uniform Method as set forth in Chapter 197, Florida Statutes.

3. **SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: June 26, 2024
HOUR: 10:00 A.M.
LOCATION: Holiday Inn and Suites
630 Wells Road
Orange Park, Florida 32073

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

5. **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 3 and shall remain on the website for at least 45 days.

6. **PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Clay County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

7. **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.

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

PASSED AND ADOPTED THIS 3RD DAY OF APRIL, 2024.

ATTEST: **LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT**
By: /s/ D.J. Smith
District Manager
By: /s/ D.J. Smith
Secretary/Assistant Secretary

Exhibit A: Proposed Budget for Fiscal Year 2025

Legal 110860 published May 30 and June 6, 2024 in Clay County's Clay Today newspaper.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4B

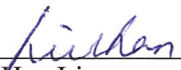
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Han Liu, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Han Liu, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Lakes at Bella Lago Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Lakes at Bella Lago Community Development District.
4. I do hereby certify that on May 23, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the Lakes at Bella Lago Community Development District of their rights under Chapters 190, 197, and/or 170, Florida Statutes, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addresses, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.


By: Han Liu

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 23rd day of May 2024, by Han Liu, for Wrathell, Hunt and Associates, LLC, who is ☒ personally known to me or ☐ has provided _____ as identification, and who ☒ did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC

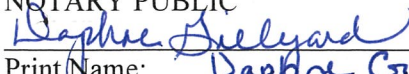

Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices
EXHIBIT B: List of Addressees

Lakes at Bella Lago 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

THIS IS NOT A BILL – DO NOT PAY

May 23, 2024

VIA FIRST CLASS MAIL

Meritage Homes of Florida Inc
8800 E Raintree Dr, Suite 300
Scottsdale, AZ 85260

[PARCEL ID]: please see “Exhibit B”

RE: Lakes at Bella Lago Community Development District
Fiscal Year 2025 Budget and O&M Assessments

Dear Property Owner:

You are receiving this notice because you own property within the Lakes at Bella Lago Community Development District (“**District**”). The District is in the process of adopting its proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”). Florida law requires the District to hold public hearings on the Proposed Budget and the operations and maintenance assessments (“**O&M Assessments**”) that will fund it. These public hearings are open to the public and will take place during the meeting of the District’s Board of Supervisors at the following date, time, and location:

Date:	June 26, 2024
Time:	10:00 a.m.
Location:	Holiday Inn and Suites 620 Wells Road Orange Park, Florida 32073

The hearings will be conducted pursuant to Chapters 170, 190 and 197, Florida Statutes, for the purposes of (1) adopting the District’s Proposed Budget for Fiscal Year 2025, and (2) levying O&M Assessments to fund the Proposed Budget for Fiscal Year 2025. The District is a special purpose unit of local government established under Chapter 190, Florida Statutes, for the purpose of providing infrastructure and services to your community, and these O&M Assessments help us fulfill those purposes. The proposed O&M Assessment information for your property is set forth in **Exhibit A**. As shown in **Exhibit A**, there is a proposed O&M Assessments will cover expenses related to improvement projects for the District, including but not limited to operation and maintenance of landscape and irrigation improvements, amenities and common area improvements; increased costs for the services necessary to operate and maintain the District’s facilities and infrastructure; and other operation and maintenance of District administrative services.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the hearings and meeting may be obtained by contacting the District Manager by mail at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by phone at (561) 571-0010 (“**District Manager’s Office**”), or by visiting the District’s website at <https://lakesatbellalagocdd.net>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least three business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Wrathell", written over a light gray rectangular background.

Craig Wrathell
District Manager
Lakes at Bella Lago CDD

EXHIBIT A
Summary of O&M Assessments – Lakes at Bella Lago

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025, the District expects to collect no more than **\$595,673.96** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on an Equivalent Residential Unit (“ERU”) basis for platted lots.
3. **Schedule of O&M Assessments:**

Lot Type	Total # of Units	ERU Factor	Current Annual O&M Assessment (October 1, 2023 – September 30, 2024)	Proposed Annual O&M Assessment (October 1, 2024 – September 30, 2025)**	Change in Annual Dollar Amount
SF 40’	106	1.0	Developer Funding	\$1,172.10	\$1,172.10
SF 50’	264	1.0	Developer Funding	\$1,172.10	\$1,172.10
SF 60’	156	1.0	Developer Funding	\$1,172.10	\$1,172.10

**** Including collection costs and early payment discounts**

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held, or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met.

4. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2025, the District intends to have the County Tax Collector collect the assessments on the tax roll. Alternatively, the District may choose to directly collect and enforce the assessments on certain benefitted property. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EXHIBIT B

26-05-25-010101-019-01		26-05-25-010101-019-42		26-05-25-010101-020-81
26-05-25-010101-019-02		26-05-25-010101-019-43		26-05-25-010101-020-82
26-05-25-010101-019-03		26-05-25-010101-019-44		26-05-25-010101-020-83
26-05-25-010101-019-04		26-05-25-010101-020-43		26-05-25-010101-020-84
26-05-25-010101-019-05		26-05-25-010101-020-44		26-05-25-010101-020-35
26-05-25-010101-019-06		26-05-25-010101-020-45		26-05-25-010101-020-36
26-05-25-010101-019-07		26-05-25-010101-020-46		26-05-25-010101-020-37
26-05-25-010101-019-08		26-05-25-010101-020-47		26-05-25-010101-020-38
26-05-25-010101-019-09		26-05-25-010101-020-48		26-05-25-010101-020-39
26-05-25-010101-019-10		26-05-25-010101-020-49		26-05-25-010101-020-40
26-05-25-010101-019-11		26-05-25-010101-020-50		26-05-25-010101-020-41
26-05-25-010101-019-12		26-05-25-010101-020-51		26-05-25-010101-020-42
26-05-25-010101-019-13		26-05-25-010101-020-52		26-05-25-010101-021-05
26-05-25-010101-019-14		26-05-25-010101-020-53		26-05-25-010101-021-06
26-05-25-010101-019-15		26-05-25-010101-020-54		26-05-25-010101-021-07
26-05-25-010101-019-16		26-05-25-010101-020-55		26-05-25-010101-021-08
26-05-25-010101-019-17		26-05-25-010101-020-56		26-05-25-010101-021-09
26-05-25-010101-019-18		26-05-25-010101-020-57		26-05-25-010101-021-10
26-05-25-010101-019-19		26-05-25-010101-020-58		26-05-25-010101-021-11
26-05-25-010101-019-20		26-05-25-010101-020-59		26-05-25-010101-021-12
26-05-25-010101-019-21		26-05-25-010101-020-60		26-05-25-010101-021-13
26-05-25-010101-019-22		26-05-25-010101-020-61		26-05-25-010101-021-14
26-05-25-010101-019-23		26-05-25-010101-020-62		26-05-25-010101-021-15
26-05-25-010101-019-24		26-05-25-010101-020-63		26-05-25-010101-021-16
26-05-25-010101-019-25		26-05-25-010101-020-64		26-05-25-010101-021-17
26-05-25-010101-019-26		26-05-25-010101-020-65		26-05-25-010101-021-18
26-05-25-010101-019-27		26-05-25-010101-020-66		26-05-25-010101-021-19
26-05-25-010101-019-28		26-05-25-010101-020-67		26-05-25-010101-021-20
26-05-25-010101-019-29		26-05-25-010101-020-68		26-05-25-010101-021-21
26-05-25-010101-019-30		26-05-25-010101-020-69		26-05-25-010101-021-22
26-05-25-010101-019-31		26-05-25-010101-020-70		26-05-25-010101-021-23
26-05-25-010101-019-32		26-05-25-010101-020-71		26-05-25-010101-021-24
26-05-25-010101-019-33		26-05-25-010101-020-72		26-05-25-010101-021-25
26-05-25-010101-019-34		26-05-25-010101-020-73		26-05-25-010101-021-26
26-05-25-010101-019-35		26-05-25-010101-020-74		26-05-25-010101-021-27
26-05-25-010101-019-36		26-05-25-010101-020-75		26-05-25-010101-021-28
26-05-25-010101-019-37		26-05-25-010101-020-76		26-05-25-010101-021-29
26-05-25-010101-019-38		26-05-25-010101-020-77		26-05-25-010101-021-30
26-05-25-010101-019-39		26-05-25-010101-020-78		26-05-25-010101-021-31
26-05-25-010101-019-40		26-05-25-010101-020-79		26-05-25-010101-021-32
26-05-25-010101-019-41		26-05-25-010101-020-80		26-05-25-010101-021-33

EXHIBIT B

26-05-25-010101-021-34		26-05-25-010101-019-46		26-05-25-010101-019-87
26-05-25-010101-020-20		26-05-25-010101-019-47		26-05-25-010101-019-88
26-05-25-010101-020-21		26-05-25-010101-019-48		26-05-25-010101-019-89
26-05-25-010101-020-22		26-05-25-010101-019-49		26-05-25-010101-019-90
26-05-25-010101-020-23		26-05-25-010101-019-50		26-05-25-010101-019-91
26-05-25-010101-020-24		26-05-25-010101-019-51		26-05-25-010101-019-92
26-05-25-010101-020-25		26-05-25-010101-019-52		26-05-25-010101-019-93
26-05-25-010101-020-26		26-05-25-010101-019-53		26-05-25-010101-019-94
26-05-25-010101-020-27		26-05-25-010101-019-54		26-05-25-010101-019-95
26-05-25-010101-020-28		26-05-25-010101-019-55		26-05-25-010101-019-96
26-05-25-010101-020-29		26-05-25-010101-019-56		26-05-25-010101-019-97
26-05-25-010101-020-30		26-05-25-010101-019-57		26-05-25-010101-019-98
26-05-25-010101-020-31		26-05-25-010101-019-58		26-05-25-010101-019-99
26-05-25-010101-020-32		26-05-25-010101-019-59		26-05-25-010101-020-00
26-05-25-010101-020-33		26-05-25-010101-019-60		26-05-25-010101-020-01
26-05-25-010101-020-34		26-05-25-010101-019-61		26-05-25-010101-020-02
26-05-25-010101-020-85		26-05-25-010101-019-62		26-05-25-010101-020-03
26-05-25-010101-020-86		26-05-25-010101-019-63		26-05-25-010101-020-04
26-05-25-010101-020-87		26-05-25-010101-019-64		26-05-25-010101-020-05
26-05-25-010101-020-88		26-05-25-010101-019-65		26-05-25-010101-020-06
26-05-25-010101-020-89		26-05-25-010101-019-66		26-05-25-010101-020-07
26-05-25-010101-020-90		26-05-25-010101-019-67		26-05-25-010101-020-08
26-05-25-010101-020-91		26-05-25-010101-019-68		26-05-25-010101-020-09
26-05-25-010101-020-92		26-05-25-010101-019-69		26-05-25-010101-020-10
26-05-25-010101-020-93		26-05-25-010101-019-70		26-05-25-010101-020-11
26-05-25-010101-020-94		26-05-25-010101-019-71		26-05-25-010101-020-12
26-05-25-010101-020-95		26-05-25-010101-019-72		26-05-25-010101-020-13
26-05-25-010101-020-96		26-05-25-010101-019-73		26-05-25-010101-020-14
26-05-25-010101-020-97		26-05-25-010101-019-74		26-05-25-010101-020-15
26-05-25-010101-020-98		26-05-25-010101-019-75		26-05-25-010101-020-16
26-05-25-010101-020-99		26-05-25-010101-019-76		26-05-25-010101-020-17
26-05-25-010101-021-35		26-05-25-010101-019-77		26-05-25-010101-020-18
26-05-25-010101-021-36		26-05-25-010101-019-78		26-05-25-010101-020-19
26-05-25-010101-021-37		26-05-25-010101-019-79		26-05-25-010101-021-00
26-05-25-010101-021-38		26-05-25-010101-019-80		26-05-25-010101-021-01
26-05-25-010101-021-00		26-05-25-010101-019-81		26-05-25-010101-021-02
26-05-25-010101-021-01		26-05-25-010101-019-82		26-05-25-010101-021-03
26-05-25-010101-021-02		26-05-25-010101-019-83		23-05-25-010101-018-00
26-05-25-010101-021-03		26-05-25-010101-019-84		
26-05-25-010101-021-04		26-05-25-010101-019-85		
26-05-25-010101-019-45		26-05-25-010101-019-86		

Lakes at Bella Lago 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

THIS IS NOT A BILL – DO NOT PAY

May 23, 2024

VIA FIRST CLASS MAIL

Mattamy Jacksonville LLC
4901 Vineland Rd, Ste 450
Orlando, FL 32811

[PARCEL ID]: please see “Exhibit B”

RE: Lakes at Bella Lago Community Development District
Fiscal Year 2025 Budget and O&M Assessments

Dear Property Owner:

You are receiving this notice because you own property within the Lakes at Bella Lago Community Development District (“**District**”). The District is in the process of adopting its proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”). Florida law requires the District to hold public hearings on the Proposed Budget and the operations and maintenance assessments (“**O&M Assessments**”) that will fund it. These public hearings are open to the public and will take place during the meeting of the District’s Board of Supervisors at the following date, time, and location:

Date:	June 26, 2024
Time:	10:00 a.m.
Location:	Holiday Inn and Suites 620 Wells Road Orange Park, Florida 32073

The hearings will be conducted pursuant to Chapters 170, 190 and 197, Florida Statutes, for the purposes of (1) adopting the District’s Proposed Budget for Fiscal Year 2025, and (2) levying O&M Assessments to fund the Proposed Budget for Fiscal Year 2025. The District is a special purpose unit of local government established under Chapter 190, Florida Statutes, for the purpose of providing infrastructure and services to your community, and these O&M Assessments help us fulfill those purposes. The proposed O&M Assessment information for your property is set forth in **Exhibit A**. As shown in **Exhibit A**, there is a proposed O&M Assessments will cover expenses related to improvement projects for the District, including but not limited to operation and maintenance of landscape and irrigation improvements, amenities and common area improvements; increased costs for the services necessary to operate and maintain the District’s facilities and infrastructure; and other operation and maintenance of District administrative services.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the hearings and meeting may be obtained by contacting the District Manager by mail at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by phone at (561) 571-0010 (“**District Manager’s Office**”), or by visiting the District’s website at <https://lakesatbellalagocdd.net>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least three business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Wrathell", enclosed within a thin black rectangular border.

Craig Wrathell
District Manager
Lakes at Bella Lago CDD

EXHIBIT A
Summary of O&M Assessments – Lakes at Bella Lago

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025, the District expects to collect no more than **\$595,673.96** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on an Equivalent Residential Unit (“ERU”) basis for platted lots.
3. **Schedule of O&M Assessments:**

Lot Type	Total # of Units	ERU Factor	Current Annual O&M Assessment (October 1, 2023 – September 30, 2024)	Proposed Annual O&M Assessment (October 1, 2024 – September 30, 2025)**	Change in Annual Dollar Amount
SF 40’	106	1.0	Developer Funding	\$1,172.10	\$1,172.10
SF 50’	264	1.0	Developer Funding	\$1,172.10	\$1,172.10
SF 60’	156	1.0	Developer Funding	\$1,172.10	\$1,172.10

****** *Including collection costs and early payment discounts*

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held, or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met.

4. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2025, the District intends to have the County Tax Collector collect the assessments on the tax roll. Alternatively, the District may choose to directly collect and enforce the assessments on certain benefitted property. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EXHIBIT B

26-05-25-010101-019-01		26-05-25-010101-019-42		26-05-25-010101-020-81
26-05-25-010101-019-02		26-05-25-010101-019-43		26-05-25-010101-020-82
26-05-25-010101-019-03		26-05-25-010101-019-44		26-05-25-010101-020-83
26-05-25-010101-019-04		26-05-25-010101-020-43		26-05-25-010101-020-84
26-05-25-010101-019-05		26-05-25-010101-020-44		26-05-25-010101-020-35
26-05-25-010101-019-06		26-05-25-010101-020-45		26-05-25-010101-020-36
26-05-25-010101-019-07		26-05-25-010101-020-46		26-05-25-010101-020-37
26-05-25-010101-019-08		26-05-25-010101-020-47		26-05-25-010101-020-38
26-05-25-010101-019-09		26-05-25-010101-020-48		26-05-25-010101-020-39
26-05-25-010101-019-10		26-05-25-010101-020-49		26-05-25-010101-020-40
26-05-25-010101-019-11		26-05-25-010101-020-50		26-05-25-010101-020-41
26-05-25-010101-019-12		26-05-25-010101-020-51		26-05-25-010101-020-42
26-05-25-010101-019-13		26-05-25-010101-020-52		26-05-25-010101-021-05
26-05-25-010101-019-14		26-05-25-010101-020-53		26-05-25-010101-021-06
26-05-25-010101-019-15		26-05-25-010101-020-54		26-05-25-010101-021-07
26-05-25-010101-019-16		26-05-25-010101-020-55		26-05-25-010101-021-08
26-05-25-010101-019-17		26-05-25-010101-020-56		26-05-25-010101-021-09
26-05-25-010101-019-18		26-05-25-010101-020-57		26-05-25-010101-021-10
26-05-25-010101-019-19		26-05-25-010101-020-58		26-05-25-010101-021-11
26-05-25-010101-019-20		26-05-25-010101-020-59		26-05-25-010101-021-12
26-05-25-010101-019-21		26-05-25-010101-020-60		26-05-25-010101-021-13
26-05-25-010101-019-22		26-05-25-010101-020-61		26-05-25-010101-021-14
26-05-25-010101-019-23		26-05-25-010101-020-62		26-05-25-010101-021-15
26-05-25-010101-019-24		26-05-25-010101-020-63		26-05-25-010101-021-16
26-05-25-010101-019-25		26-05-25-010101-020-64		26-05-25-010101-021-17
26-05-25-010101-019-26		26-05-25-010101-020-65		26-05-25-010101-021-18
26-05-25-010101-019-27		26-05-25-010101-020-66		26-05-25-010101-021-19
26-05-25-010101-019-28		26-05-25-010101-020-67		26-05-25-010101-021-20
26-05-25-010101-019-29		26-05-25-010101-020-68		26-05-25-010101-021-21
26-05-25-010101-019-30		26-05-25-010101-020-69		26-05-25-010101-021-22
26-05-25-010101-019-31		26-05-25-010101-020-70		26-05-25-010101-021-23
26-05-25-010101-019-32		26-05-25-010101-020-71		26-05-25-010101-021-24
26-05-25-010101-019-33		26-05-25-010101-020-72		26-05-25-010101-021-25
26-05-25-010101-019-34		26-05-25-010101-020-73		26-05-25-010101-021-26
26-05-25-010101-019-35		26-05-25-010101-020-74		26-05-25-010101-021-27
26-05-25-010101-019-36		26-05-25-010101-020-75		26-05-25-010101-021-28
26-05-25-010101-019-37		26-05-25-010101-020-76		26-05-25-010101-021-29
26-05-25-010101-019-38		26-05-25-010101-020-77		26-05-25-010101-021-30
26-05-25-010101-019-39		26-05-25-010101-020-78		26-05-25-010101-021-31
26-05-25-010101-019-40		26-05-25-010101-020-79		26-05-25-010101-021-32
26-05-25-010101-019-41		26-05-25-010101-020-80		26-05-25-010101-021-33

EXHIBIT B

26-05-25-010101-021-34		26-05-25-010101-019-46		26-05-25-010101-019-87
26-05-25-010101-020-20		26-05-25-010101-019-47		26-05-25-010101-019-88
26-05-25-010101-020-21		26-05-25-010101-019-48		26-05-25-010101-019-89
26-05-25-010101-020-22		26-05-25-010101-019-49		26-05-25-010101-019-90
26-05-25-010101-020-23		26-05-25-010101-019-50		26-05-25-010101-019-91
26-05-25-010101-020-24		26-05-25-010101-019-51		26-05-25-010101-019-92
26-05-25-010101-020-25		26-05-25-010101-019-52		26-05-25-010101-019-93
26-05-25-010101-020-26		26-05-25-010101-019-53		26-05-25-010101-019-94
26-05-25-010101-020-27		26-05-25-010101-019-54		26-05-25-010101-019-95
26-05-25-010101-020-28		26-05-25-010101-019-55		26-05-25-010101-019-96
26-05-25-010101-020-29		26-05-25-010101-019-56		26-05-25-010101-019-97
26-05-25-010101-020-30		26-05-25-010101-019-57		26-05-25-010101-019-98
26-05-25-010101-020-31		26-05-25-010101-019-58		26-05-25-010101-019-99
26-05-25-010101-020-32		26-05-25-010101-019-59		26-05-25-010101-020-00
26-05-25-010101-020-33		26-05-25-010101-019-60		26-05-25-010101-020-01
26-05-25-010101-020-34		26-05-25-010101-019-61		26-05-25-010101-020-02
26-05-25-010101-020-85		26-05-25-010101-019-62		26-05-25-010101-020-03
26-05-25-010101-020-86		26-05-25-010101-019-63		26-05-25-010101-020-04
26-05-25-010101-020-87		26-05-25-010101-019-64		26-05-25-010101-020-05
26-05-25-010101-020-88		26-05-25-010101-019-65		26-05-25-010101-020-06
26-05-25-010101-020-89		26-05-25-010101-019-66		26-05-25-010101-020-07
26-05-25-010101-020-90		26-05-25-010101-019-67		26-05-25-010101-020-08
26-05-25-010101-020-91		26-05-25-010101-019-68		26-05-25-010101-020-09
26-05-25-010101-020-92		26-05-25-010101-019-69		26-05-25-010101-020-10
26-05-25-010101-020-93		26-05-25-010101-019-70		26-05-25-010101-020-11
26-05-25-010101-020-94		26-05-25-010101-019-71		26-05-25-010101-020-12
26-05-25-010101-020-95		26-05-25-010101-019-72		26-05-25-010101-020-13
26-05-25-010101-020-96		26-05-25-010101-019-73		26-05-25-010101-020-14
26-05-25-010101-020-97		26-05-25-010101-019-74		26-05-25-010101-020-15
26-05-25-010101-020-98		26-05-25-010101-019-75		26-05-25-010101-020-16
26-05-25-010101-020-99		26-05-25-010101-019-76		26-05-25-010101-020-17
26-05-25-010101-021-35		26-05-25-010101-019-77		26-05-25-010101-020-18
26-05-25-010101-021-36		26-05-25-010101-019-78		26-05-25-010101-020-19
26-05-25-010101-021-37		26-05-25-010101-019-79		26-05-25-010101-021-00
26-05-25-010101-021-38		26-05-25-010101-019-80		26-05-25-010101-021-01
26-05-25-010101-021-00		26-05-25-010101-019-81		26-05-25-010101-021-02
26-05-25-010101-021-01		26-05-25-010101-019-82		26-05-25-010101-021-03
26-05-25-010101-021-02		26-05-25-010101-019-83		23-05-25-010101-017-00
26-05-25-010101-021-03		26-05-25-010101-019-84		
26-05-25-010101-021-04		26-05-25-010101-019-85		
26-05-25-010101-019-45		26-05-25-010101-019-86		

Lakes at Bella Lago 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

THIS IS NOT A BILL – DO NOT PAY

May 23, 2024

VIA FIRST CLASS MAIL

Wisteria Pit LLC Et Al
8825 Perimeter Park Blvd, Ste 104
Jacksonville, FL 32216

[PARCEL ID]: 23-05-25-010101-000-00

RE: Lakes at Bella Lago Community Development District
Fiscal Year 2025 Budget and O&M Assessments

Dear Property Owner:

You are receiving this notice because you own property within the Lakes at Bella Lago Community Development District (“**District**”). The District is in the process of adopting its proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”). Florida law requires the District to hold public hearings on the Proposed Budget and the operations and maintenance assessments (“**O&M Assessments**”) that will fund it. These public hearings are open to the public and will take place during the meeting of the District’s Board of Supervisors at the following date, time, and location:

Date:	June 26, 2024
Time:	10:00 a.m.
Location:	Holiday Inn and Suites 620 Wells Road Orange Park, Florida 32073

The hearings will be conducted pursuant to Chapters 170, 190 and 197, Florida Statutes, for the purposes of (1) adopting the District’s Proposed Budget for Fiscal Year 2025, and (2) levying O&M Assessments to fund the Proposed Budget for Fiscal Year 2025. The District is a special purpose unit of local government established under Chapter 190, Florida Statutes, for the purpose of providing infrastructure and services to your community, and these O&M Assessments help us fulfill those purposes. The proposed O&M Assessment information for your property is set forth in **Exhibit A**. As shown in **Exhibit A**, there is a proposed O&M Assessments will cover expenses related to improvement projects for the District, including but not limited to operation and maintenance of landscape and irrigation improvements, amenities and common area improvements; increased costs for the services necessary to operate and maintain the District’s facilities and infrastructure; and other operation and maintenance of District administrative services.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the hearings and meeting may be obtained by contacting the District Manager by mail at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by phone at (561) 571-0010 (“**District Manager’s Office**”), or by visiting the District’s website at <https://lakesatbellalagocdd.net>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least three business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Wrathell", enclosed within a thin black rectangular border.

Craig Wrathell
District Manager
Lakes at Bella Lago CDD

EXHIBIT A
Summary of O&M Assessments – Lakes at Bella Lago

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025, the District expects to collect no more than **\$595,673.96** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on an Equivalent Residential Unit (“ERU”) basis for platted lots.
3. **Schedule of O&M Assessments:**

Lot Type	Total # of Units	ERU Factor	Current Annual O&M Assessment (October 1, 2023 – September 30, 2024)	Proposed Annual O&M Assessment (October 1, 2024 – September 30, 2025)**	Change in Annual Dollar Amount
SF 40’	106	1.0	Developer Funding	\$1,172.10	\$1,172.10
SF 50’	264	1.0	Developer Funding	\$1,172.10	\$1,172.10
SF 60’	156	1.0	Developer Funding	\$1,172.10	\$1,172.10

****** *Including collection costs and early payment discounts*

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held, or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met.

4. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2025, the District intends to have the County Tax Collector collect the assessments on the tax roll. Alternatively, the District may choose to directly collect and enforce the assessments on certain benefitted property. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakes at Bella Lago Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Clay County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2025**"), attached hereto as **Exhibit A**; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2025; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit B**, and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit B**; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, Florida Statutes, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A and B**.

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property, as well as debt service special assessments imposed for the Series 2023-1 and Series 2023-2 Special Assessment Revenue Bonds, shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. Assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2024, 25% due no later than February 1, 2025 and 25% due no later than May 1, 2025. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2025, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 26TH DAY OF JUNE, 2024.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2025

Exhibit B: Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5A

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT CLAY TODAY

Published Weekly
Fleming Island, Florida

STATE OF FLORIDA COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement
Being a Legal Notice

In the matter of Notice of Rule Development
Lakes at Bella Lago CDD

LEGAL: 110504

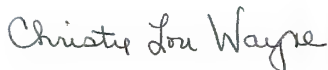
Was published in said newspaper in the issues:

5/23/2024

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me 05/23/2024



NOTARY PUBLIC, STATE OF FLORIDA

NOTICE OF RULE DEVELOPMENT BY THE

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, Lakes at Bella Lago Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2022). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, c/o Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

District Manager
Lakes at Bella Lago
Community Development District
Legal 110504 Published 5/23/2024 in Clay County's Clay Today newspaper

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200
FAX (904) 264-3285
E-Mail: legal@claytodayonline.com
Christie Wayne christie@osteenmediagroup.com

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT CLAY TODAY

Published Weekly
Fleming Island, Florida

STATE OF FLORIDA COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement
Being a Legal Notice

In the matter of Notice of Rulemaking Regarding the Rules and Procedure at Lakes at Bella Lago CDD

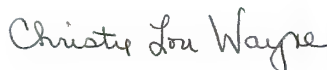
LEGAL: 110505

Was published in said newspaper in the issues:
5/30/2024

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me 05/30/2024



NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200
FAX (904) 264-3285
E-Mail: legal@claytodayonline.com
Christie Wayne christie@osteenmediagroup.com

NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of Lakes at Bella Lago Community Development District ("District") on June 26, 2024 at 10:00 a.m., at Holiday Inn and Suites, 620 Wells Road Orange Park, Florida 32073. In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in a newspaper of general circulation on May 23, 2024.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2022). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office, c/o Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Office.

District Manager
Legal 110505 Published 5/30/2024 in Clay County's Clay Today newspaper

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2024-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT
BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT ADOPTING
RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Lakes at Bella Lago Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 26TH DAY OF JUNE 2024.

ATTEST:

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

Exhibit A
Rules of Procedure

**RULES OF PROCEDURE
LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF JUNE 26, 2024

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.	22
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.....	27
Rule 3.2	Procedure Regarding Auditor Selection.	31
Rule 3.3	Purchase of Insurance.	35
Rule 3.4	Pre-qualification.....	37
Rule 3.5	Construction Contracts, Not Design-Build.	42
Rule 3.6	Construction Contracts, Design-Build.	45
Rule 3.7	Payment and Performance Bonds.	51
Rule 3.8	Goods, Supplies, and Materials.	52
Rule 3.9	Maintenance Services.	56
Rule 3.10	Contractual Services.	59
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	60
Rule 4.0	Effective Date.	63

Rule 1.0 General.

- (1) The Lakes at Bella Lago Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board; provided, however, for meeting cancellations, the

District Manager will endeavor to contact each individual Board member to confirm the desire to so cancel and take such information under advisement in making said determination. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at [###-###-###]. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential, and any confidential and exempt information, shall be submitted to staff for inclusion in the agenda at least eight days before the meeting/hearing, and available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Any member of the Board may request a meeting agenda item and such agenda item will be on the next succeeding agenda so long as supporting material, if applicable, is provided at least eight days before the meeting/hearing/workshop. However, the District Manager, in consultation with the Chairperson or Vice Chairperson, if the Chairperson is unavailable, may reduce the number of agenda items if necessary to ensure orderly and efficient meetings. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section

190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss

pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;

- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;

- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;

- (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines

is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time

prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified providers of

construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation

is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best

interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board,

for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to

submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
 - (5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
 - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and

- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective June 26, 2024, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6

AQUATIC MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of June 2024, by and between:

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

SOLITUDE LAKE MANAGEMENT, LLC, a foreign limited liability company authorized to do business in Florida, with a mailing address of 5869 Enterprise Parkway, Ft. Myers, Florida 33905 (“Contractor” and, together with the District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purposes, among others, of planning, constructing, installing, acquiring, financing, managing and operating public improvements and community facilities, including stormwater facilities; and

WHEREAS, the District has a need to retain an independent contractor to provide professional stormwater management services for certain stormwater ponds within and around the District, which are hereinafter collectively referred to as the “Ponds” and which are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services”); and

WHEREAS, Contractor desires to provide such services and represents that it is qualified to serve as a professional aquatic management services contractor and has agreed to provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which the Parties have agreed upon:

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

2. **DESCRIPTION OF WORK AND SERVICES.**

A. The duties, obligations, and responsibilities of the Contractor are to provide lake management services at five (5) Ponds as more specifically identified in **Exhibit A**. The Contractor shall provide a minimum of one (1) service visit per Pond each month for the term of this Agreement. The Services shall include, but are not limited to the provision of Services identified in **Exhibit A** (to the extent the exhibit and this Agreement conflict, this Agreement shall control) attached hereto, including the following (continued on next page):

- (1)Monitoring;
- (2)Aquatic Weed Control;
- (3)Shoreline Weed Control;
- (4)Algae Control; and
- (5)Trash Removal.

B. The Contractor shall conform to the following responsibilities:

- (1)Be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District;
- (2)Report directly to the District Manager or his/her designee;
- (3)Use all due care to protect the property of the District, its residents, and landowners from damage;
- (4)Promptly repair any damage or harm resulting from the Contractor's activities and work; and
- (5)Promptly provide a full written report as to all accidents or claims for damage occurring on property within the District, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

C. The Contractor shall provide all aquatic maintenance services within presently accepted standards and shall ensure that all services are sufficient to maintain the applicable properties consistent with the District's applicable permits and/or conservation easements, as well as applicable federal, state, and local laws. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. At no time shall the Contractor use any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable St. Johns River Water Management District ("SJRWMD") rules and any and all SJRWMD permits issued to the District.

3. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the Ponds prior to the time of the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, and maintenance of the existing Ponds, regardless of the current condition of the Ponds and at no additional charge to the District unless specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing Ponds were not in good condition or otherwise differ materially from conditions ordinarily encountered.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor agrees to meet with the District's representative, as determined by the District Manager, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. The Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the aquatic maintenance services upon request of the District's Designee. Further, the Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to commence repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

5. **COMPENSATION.**

- A. As compensation for Services described in this Agreement, the District agrees to pay the Contractor **Four Hundred Thirty-Three Dollars and Zero Cents (\$433.00)** per month, for a total annual amount not to exceed **Five Thousand One Hundred Ninety-Six Dollars and Zero Cents (\$5,196.00)**, for all Services described herein, consistent with the specifications set forth in **Exhibit A**. Any additional compensation for additional duties shall be paid only upon the written authorization of the District's representative in accordance with the detailed and/or specification pricing provided in Contractor's proposal to the District.
- B. If the District should desire additional work or services, or to add additional ponds to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services and such additional work or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first authorizes the Contractor to perform such additional work or services through an authorized and fully executed ASO. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing, attached hereto as part of **Exhibit A**. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, and the District reserves the right to retain a different contractor to perform any additional work or services.
- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating

to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Services, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Services, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. Payment shall be in accordance with Florida's Local Government Prompt Payment Act, as set forth in Sections 218.70 *et seq.* of the *Florida Statutes*, and unpaid invoices shall accrue interest as set forth therein. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. **TERM.** This Agreement is effective as of the date first written above and Contractor shall commence Services immediately thereafter and shall continue through September 30, 2025, ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for four (4) additional one-year terms with the same terms as set forth herein, in the District's sole discretion.

7. **SUBCONTRACTORS.** The Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. The Contractor shall be as fully

responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

8. EFFECTIVE DATE. This Agreement shall be binding and effective as of the date first written above and shall remain in effect as set forth in Section 6 of this Agreement, unless terminated in accordance with the provisions of this Agreement.

9. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate covering all work performed under this Agreement, including but not limited to, bodily injury and property damage liability, and covering at least the following hazard: Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insureds on each policy (with the exception of the Professional Liability Insurance and Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such

policies are subject, whether or not the District is an insured under the policy. Moreover, notices of accidents or occurrences and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured. Additionally, the insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors, if any, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omission in these insurance requirements as they apply to subcontractors.

- D. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

10. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, staff, consultants, employees, successors, assigns, members, affiliates, or representatives ("**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors and suppliers include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

11. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon

the giving of notice of termination.

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

13. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

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

15. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

17. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty

(30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

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

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

21. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

22. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

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

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

25. NOTICES. All notices, requests, consents, and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail,

postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Lakes at Bella Lago CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Solitude Lake Management, LLC
5869 Enterprise Parkway
Ft. Myers, Florida 33905
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

26. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

27. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Clay County, Florida.

28. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is

Wrathell Hunt & Associates (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 4300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

30. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

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

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairperson/Vice Chairperson

**SOLITUDE LAKE MANAGEMENT,
LLC**

By: _____
Its: _____

Exhibit A: Proposal for Aquatic Management Services (Includes Map for Scope of Services)

Exhibit A

Proposal for Aquatic Management Services (Includes Map for Scope of Services)

[See following pages]



SOLITUDE SERVICE QUOTE

CUSTOMER NAME: **The Lakes at Bella Lago**

#: **David Anderson, Field Operations Manager - deanderson@vestapropertyservices.com**

DATE: **January 26, 2024**

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Monthly Pond Maintenance

Quote Expires: March 25, 2024



The Lakes at Bella Lago

Who we are:  WHO WE ARE | SOLitude Lake Management

Website: [SOLitude Lake Management](https://www.solitudelakemanagement.com)

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ANNUAL POND MANAGEMENT SERVICES

-  Managing Nuisance Aquatic Weeds & Algae in Ponds
- [Pond Algae And Lake Weed Control –](#)

Scope: Monthly maintenance of five (5) ponds measuring approximately 4,998 perimeter feet and 6.92 acres at The Lakes at Bella Lago in Green Cove Springs, Florida 32043 as described below.

Monitoring: Ponds 1-5

1. A SÖLitude Biologist will visit the site and inspect the ponds on a ***minimum of one (1) time per month basis***, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.



The Lakes at Bella Lago - Pond 1, SMF-B-02

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Aquatic Weed Control: Ponds 1-5

1. Ponds will be inspected on a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the ponds with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the ponds at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control: Ponds 1-5

1. Shoreline areas will be inspected on a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control: Ponds 1-5

1. Ponds will be inspected on a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the ponds with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



The Lakes at Bella Lago - Pond 4, SMF-A-01

Trash Removal: Ponds 1-5

1. Trash and light debris will be removed from the ponds with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



The Lakes at Bella Lago- site map

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÔlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÔlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Assumptions:

1. Company will have free and unimpeded access to the lakes.
2. Price is based on a reasonable plan / field design of the specified work.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Investment: \$433 per month (\$5,196 per annum)

THIS DOCUMENT IS FOR QUOTE PURPOSES AND THE OFFER CONTAINED HEREIN IS VALID FOR 60 DAYS ONLY. SOLITUDE LAKE MANAGEMENT NOW USES ADOBE SIGN TO PROCESS ITS CONTRACTS. PLEASE CONTACT YOUR BUSINESS DEVELOPMENT CONSULTANT WITH ANY QUESTIONS. FOR A CONTRACT FOR SIGNATURE, OR TO PROVIDE YOUR OWN VENDOR AGREEMENT. THANK YOU FOR CHOOSING SOLITUDE!

David Cottrell, North Florida Business Development Consultant

David.Cottrell@Solitudelake.com

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of June 2024, by and between:

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

YELLOWSTONE LANDSCAPE, INC., a Delaware corporation authorized to do business in Florida, with a mailing address of 3235 N. State Street, P.O. Box 849, Bunnell, Florida 32110 (“**Contractor**” and, together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purposes, among others, of planning, constructing, installing, acquiring, financing, managing and operating public improvements and community facilities, including landscaping improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands owned and maintained by the District, certain landscape and irrigation maintenance services; and

WHEREAS, Contractor desires to provide such services and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”).

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which the Parties have agreed upon:

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

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that Contractor provide landscape and irrigation maintenance services within professionally accepted standards. Upon all Parties signing this Agreement, Contractor shall provide the District with the Services identified in **Exhibit A**.

- B. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- C. The Contractor shall provide the Services as shown in **Exhibit A** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. The Services shall be provided for the property as described in the attached **Exhibit B**, which is incorporated herein by this reference (“**Property**”).

3. SCOPE OF SERVICES. The Contractor will provide landscape and irrigation maintenance services for the Property as further described in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

4. MANNER OF CONTRACTOR’S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by Contractor. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, including but not limited to University of Florida IFAS Extension guidelines and FDOT and local line of site requirements. The performance of all Services shall further conform to any written instructions issued by the District through its designee, which shall be the District Manager or his or her designee (“**Designee**”).

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in Section 3 of this Agreement unless the District, through its Designee, authorizes the Contractor, in writing, to perform such work.
- C. The District’s Designee shall act as the District representative with respect to the services to be performed under this Agreement. The Designee shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment,

elements, and systems pertinent to the Contractor's services provided that no direction shall obviate Contractor's obligations as an expert in the field to provide the Services in conformance with landscaping best practices.

- (1) The District hereby designates the District Manager to act as its representative. He or she shall have the authority to appoint other designees to act on behalf of the District.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- (3) The Contractor shall provide the District Manager a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month.

- D. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days but shall not provide services on Sundays unless otherwise authorized in writing.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION.

- A. As compensation for Services, the District agrees to pay Contractor twelve (12) monthly payments of **Twelve Thousand Eight Hundred Thirty-Three Dollars and Zero Cents (\$12,833.00)**, for an annual total amount not to exceed **One Hundred Fifty-Three Thousand Nine Hundred Ninety-Six Dollars and Zero Cents (\$153,996.00)**, as set forth in **Exhibit A**, for the landscape and irrigation maintenance services. Any additional compensation for additional duties shall be paid only upon the written authorization of the Designee in accordance with the detailed and/or specification pricing provided in Contractor's proposal to the District.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services and such additional work or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first

authorizes the Contractor to perform such additional work or services through an authorized and fully executed ASO. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing, attached hereto as part of **Exhibit A**. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, and the District reserves the right to retain a different contractor to perform any additional work or services.

- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Services, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Services, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services.
- E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior

month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. Payment shall be in accordance with Florida's Local Government Prompt Payment Act, as set forth in Sections 218.70 *et seq.* of the *Florida Statutes*, and unpaid invoices shall accrue interest as set forth therein. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. TERM. This Agreement is effective as of the date first written above and Contractor shall commence Services immediately upon execution, and shall continue through September 30, 2025, ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for four (4) additional one-year terms with the same terms as set forth herein, in the District's sole discretion. However, if the Services set forth herein exceed \$195,000, then the scope of services shall be required to be publicly bid as soon as practical thereafter.

7. SUBCONTRACTORS. The Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

8. EFFECTIVE DATE. This Agreement shall be binding and effective as of the date first written above and shall remain in effect as set forth in Section 6 of this Agreement, unless terminated in accordance with the provisions of this Agreement.

9. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 per occurrence and \$2,000,000.00 aggregate covering all work performed under this Agreement, including but not limited to, bodily injury and property damage liability, and covering at least the following hazard: Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

(5) Umbrella Liability Coverage with limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Agreement.

B. The District, its staff, consultants, officers and supervisors shall be named as additional insureds on each policy (with the exception of the Professional Liability Insurance and Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy. Moreover, notices of accidents or occurrences and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured. Additionally, the insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors, if any, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omission in these insurance requirements as they apply to subcontractors.

D. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

10. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, staff, consultants,

employees, successors, assigns, members, affiliates, or representatives (“**Indemnitees**”) from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors and suppliers include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

11. ENVIRONMENTAL ACTIVITIES. The Contractor agrees it is licensed, capable and shall use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns and correcting any other harm resulting from the Services to be performed by Contractor.

12. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

13. WARRANTY AND COVENANT.

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

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

- B.** Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

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

15. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3)

business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

16. TAX-EXEMPT DIRECT PURCHASES. The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. Contractor shall follow required procedures as directed by the District.

17. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

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

19. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

20. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

21. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for

cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

22. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

23. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

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

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

26. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

27. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

30. NOTICES. Any notice, demand, request or communication required or permitted hereunder (“**Notice**”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Lakes at Bella Lago CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Yellowstone Landscape, Inc.
3235 N. State Street
P.O. Box 849
Bunnell, Florida 32110
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the Parties and addressees set forth in this Agreement.

31. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

32. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Clay County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 4300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

35. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

36. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original

signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

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

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

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairperson/Vice Chairperson

**YELLOWSTONE LANDSCAPE,
INC., a Delaware corporation**

By: _____
Its: _____

Exhibit A: Scope of Services and Compensation
Exhibit B: Maintenance Map

Exhibit A
Scope of Services and Compensation

[See following pages]



Landscape Maintenance Services Proposal

prepared for

Bella Lago

January 19, 2024



YELLOWSTONE
LANDSCAPE

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

BELLA LAGO-FULLY BUILT OUT

Core Maintenance Services	
Maintenance	\$116,304
Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning, Weeding & Cleanup	
IPM	\$14,480
Includes Fertilization & Pest Control Applications	
Irrigation Inspections	\$5,460
Mulch/Pine Straw	\$10,160
Furnish and Install 1 Time Per Year	
Seasonal Flowers	\$7,592
Furnish & Install 1026 Flowers Per Rotation (4 Times Per Year)	
Total	\$153,996

Grand Total Annual:	\$153,996.00
Grand Total Monthly:	\$12,833.00

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

BELLA LAGO-ENTRY & POND BANKS

Core Maintenance Services	
Maintenance	\$59,860
Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning, Weeding & Cleanup	
IPM	\$7,925
Includes Fertilization & Pest Control Applications	
Irrigation Inspections	\$2,340
Mulch/Pine Straw	\$5,800
Furnish and Install 1 Time Per Year	
Seasonal Flowers	\$3,071
Furnish & Install 415 Flowers Per Rotation (4 Times Per Year)	
Total	\$78,996

Grand Total Annual:	\$78,996.00
Grand Total Monthly:	\$6,583.00

EXHIBIT "B"

PERFORMANCE STANDARDS

BELLA LAGO

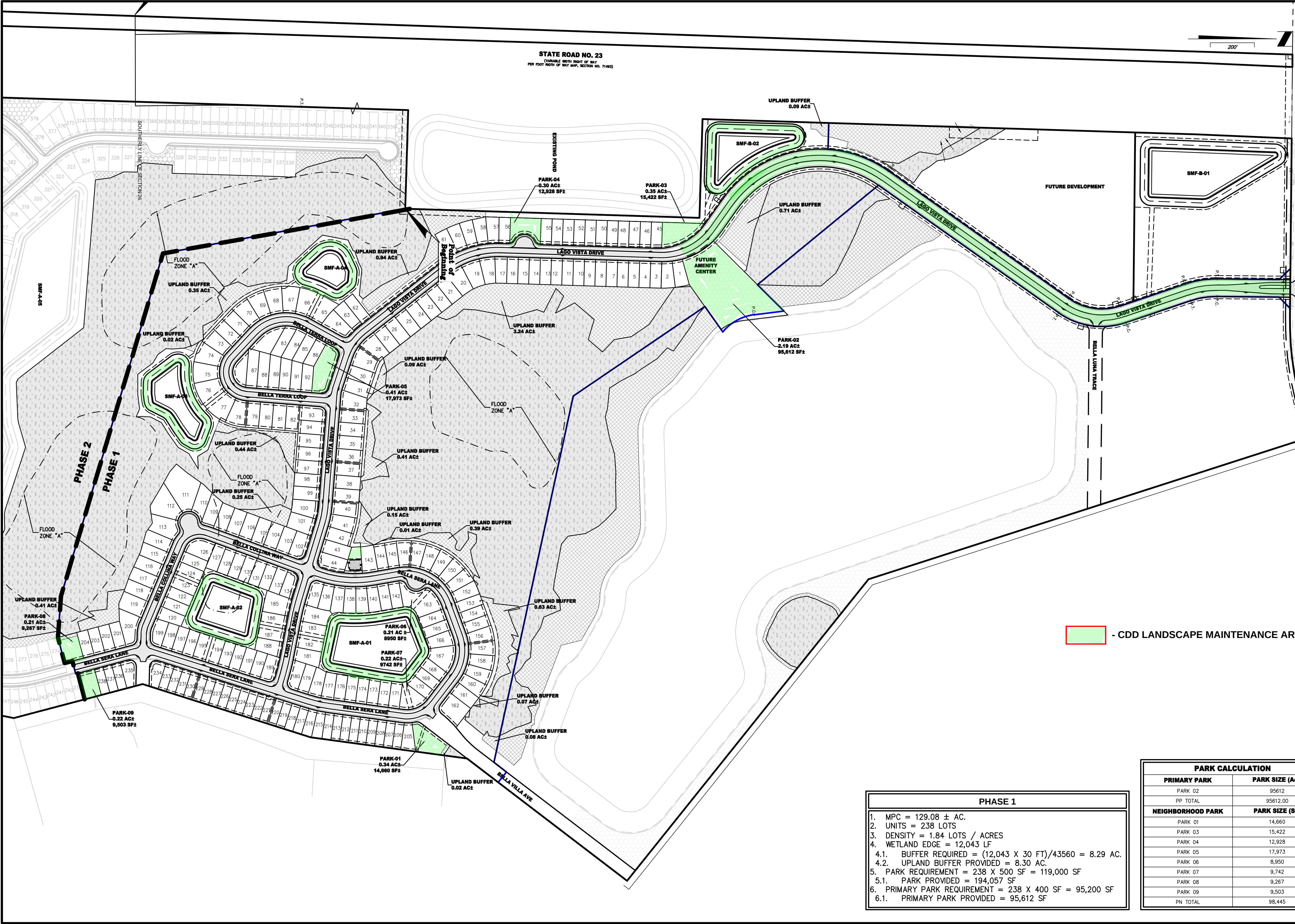
Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Site Visits	52
Maintenance	42
Detailing	12
IPM - Fertilization & Pest Control	6-Blanket Turf Applicatons 2-Blanket Shrub Applications
Irrigation Inspections	12
Mulch	1
Tree Pruning	1
Seasonal Flowers	4
Palm Pruning	1

Exhibit B
Maintenance Map

[See following page]



PHASE 1	
1. MPC = 129.08 ± AC.	
2. UNITS = 238 LOTS	
3. DENSITY = 1.84 LOTS / ACRES	
4. WETLAND EDGE = 12,043 LF	
4.1. BUFFER REQUIRED = (12,043 X 30 FT)/43560 = 8.29 AC.	
4.2. UPLAND BUFFER PROVIDED = 8.30 AC.	
5. PARK REQUIREMENT = 238 X 500 SF = 119,000 SF	
5.1. PARK PROVIDED = 194,057 SF	
6. PRIMARY PARK REQUIREMENT = 238 X 400 SF = 95,200 SF	
6.1. PRIMARY PARK PROVIDED = 95,612 SF	

PARK CALCULATION	
PRIMARY PARK	PARK SIZE (Ac.)
PARK 02	95612
PP TOTAL	95612.00
NEIGHBORHOOD PARK	PARK SIZE (SF)
PARK 01	14,660
PARK 03	15,422
PARK 04	12,928
PARK 05	17,973
PARK 06	8,950
PARK 07	9,742
PARK 08	9,267
PARK 09	9,503
PN TOTAL	98,445

ETM
VISION • EXPERIENCE • RESULTS

England • Thins & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 645-9890
FAX: (904) 646-9885
REG. #284 LC-0000316

MASTER SITE PLAN
BELLA LAGO PHASE 1
FOR
HOLSTEIN HOLDINGS, LLC.

DRAWING NUMBER
3

PLANS PREPARED UNDER THE
DIRECTION OF:

REVISIONS:
2021-12-21 - REVISED PER CLAY COUNTY & CCQA
2022-04-12 - REVISED PER CLAY COUNTY & CCQA
COMMENTS - REV. PER SRWMD COMMENTS &
FOOT PERPETUAL EASEMENT
2022-11-15 - REV. PER EXIST. FM LOCATION
2023-05-24 - REV. PER ADDITIONAL SERVICES
2023-05-27 - REV. PER CONNECTION TO FEED MILL
IN PHASE 2

ETM NO. 20-213
DRAWN BY: CWD
DESIGNED BY: MMS
CHECKED BY: AAH
DATE: SEPTEMBER 2021

COUNTY ROAD 739-B / SANDHEDGE ROAD
(at Point of Entry)

PLANNED UNDER THE
DIRECTION OF:

REVISED PER CLAY COUNTY & CCQA
REVISED PER CLAY COUNTY & CCQA
REV. PER SRWMD COMMENTS &
FOOT PERPETUAL EASEMENT
REV. PER EXIST. FM LOCATION
REV. PER ADDITIONAL SERVICES
REV. PER CONNECTION TO FEED MILL
REV. PER PHASE 2

ANDREW HOLLEY
P.E. NUMBER: 76182

PLOTTED: November 30, 2023 - 10:58 AM, BY: Mike Smith

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8A

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON, VICE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH CLAY COUNTY, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the "**Act**"), and Ordinance No. 2023-7, adopted by the Board of County Commissioners of Clay County, Florida, on January 24, 2023 (the "**Ordinance**"), and being situated within Clay County, Florida (the "**County**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 254.16 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, Meritage Homes of Florida, Inc., an owner of certain lands within the District, including those lands anticipated to be annexed into the District (the "**Developer**"), has approached the District and requested the District petition to amend its boundaries to add approximately 20.03 acres of land, more or less, as more particularly described in the attached **Exhibit A** (the "**Expansion Parcel**"); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, addition of the Expansion Parcel in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (the “**Board**”); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County to seek the amendment of the District’s boundaries to add the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District’s boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, Vice Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the County to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of June 2024.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Expansion Parcel

EXHIBIT A
Expansion Parcel

LEGAL DESCRIPTIONS PER OFFICIAL RECORD BOOK 3469. PAGE 215:

A PARCEL OF LAND SITUATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE THEREOF, NORTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, 5468.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE OF SECTION 23, SAID TOWNSHIP 5 SOUTH, RANGE 25 EAST, NORTH 01 DEGREE 46 MINUTES 34 SECONDS EAST, 1648.49 FEET TO THE SOUTH LINE OF COUNT ROAD NO. 739-B; THENCE ON SAID SOUTH LINE, SOUTH 89 DEGREES 25 MINUTES 37 SECONDS EAST, 1187.50 FEET; THENCE CONTINUE ON SAID SOUTH LINE, AND ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1472.39 FEET, AN ARC DISTANCE OF 556.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79 DEGREES 45 MINUTES 14 SECONDS EAST, 552.77 FEET; THENCE SOUTH 17 DEGREES 51 MINUTES 05 SECONDS EAST, 2109.02 FEET; THENCE SOUTH 51 DEGREES 19 MINUTES 48 SECONDS EAST, 1777.15 FEET; THENCE SOUTH 39 DEGREES 00 MINUTES 31 SECONDS WEST, 913.41 FEET; THENCE SOUTH 04 DEGREES 30 MINUTES 42 SECONDS WEST, 719.64 FEET; THENCE SOUTH 20 DEGREES 30 MINUTES 36 SECONDS WEST, 803.35 FEET; THENCE SOUTH 14 DEGREES 47 MINUTES 57 SECONDS EAST, 603.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58 DEGREES 02 MINUTES 45 SECONDS EAST, 761.92 FEET; THENCE SOUTH 02 DEGREES 13 MINUTES 00 SECONDS WEST, 903.91 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE ON SAID SOUTH LINE, SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 875.05 FEET; THENCE NORTH 11 DEGREES 22 MINUTES 59 SECONDS EAST, 1335.28 FEET TO THE POINT OF BEGINNING

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES COVERING THE FOLLOWING DESCRIBED PORTION OF SAID SECTIONS 23 AND 26:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE THEREOF, NORTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, 5468.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE OF SECTION 23, SAID TOWNSHIP 5 SOUTH, RANGE 25 EAST, NORTH 01 DEGREE 46 MINUTES 34 SECONDS EAST, 1648.49 FEET TO THE SOUTH LINE OF COUNT ROAD NO. 739-8; THENCE ON SAID SOUTH LINE, SOUTH 89 DEGREES 25 MINUTES 37 SECONDS EAST, 1187.50 FEET; THENCE CONTINUE ON SAID SOUTH LINE, AND ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1472.39 FEET, AN ARC DISTANCE OF 556.06 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79 DEGREES 45 MINUTES 14 SECONDS EAST, 552.77 FEET; THENCE SOUTH 17 DEGREES 51 MINUTES 05 SECONDS EAST, 2109.02 FEET; THENCE SOUTH 51 DEGREES 19 MINUTES 48 SECONDS EAST, 1777.15 FEET; THENCE SOUTH 39 DEGREES 00 MINUTES 31 SECONDS WEST, 913.41 FEET; THENCE SOUTH 04 DEGREES 30 MINUTES 42 SECONDS WEST, 719.64 FEET; THENCE SOUTH 20 DEGREES 30 MINUTES 36 SECONDS WEST,

803.35 FEET; THENCE SOUTH 14 DEGREES 47 MINUTES 57 SECONDS EAST, 603.80 FEET; THENCE SOUTH S8 DEGREES 02 MINUTES 45 SECONDS EAST, 87.57 FEET; THENCE NORTH 14 DEGREES 47 MINUTES 57 SECONDS WEST, 437.68 FEET; THENCE NORTH 09 DEGREES 07 MINUTES 22 SECONDS WEST, 205.03 FEET; THENCE NORTH 18 DEGREES 05 MINUTES 58 SECONDS EAST, 486.86 FEET; THENCE NORTH 20 DEGREES 30 MINUTES 36 SECONDS EAST, 300.08 FEET; THENCE NORTH 04 DEGREES 30 MINUTES 42 SECONDS EAST, 709.44 FEET; THENCE NORTH 39 DEGREES 00 MINUTES 31 SECONDS EAST, 504.39 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 36 SECONDS EAST, 300.58 FEET; THENCE NORTH 38 DEGREES 40 MINUTES 12 SECONDS EAST, 122.00 FEET; THENCE NORTH 51 DEGREES 19 MINUTES 48 SECONDS WEST, 1859.01 FEET; THENCE NORTH 17 DEGREES 51 MINUTES 05 SECONDS WEST, 2101.99 FEET TO THE SOUTHERLY LINE OF SAID COUNTY ROAD NO. 739-B; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1472.39 FEET, AN ARC DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES 20 MINUTES 58 SECONDS WEST.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8B

**BOUNDARY AMENDMENT FUNDING AGREEMENT BY AND BETWEEN
LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT
AND MERITAGE HOMES OF FLORIDA, INC.**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 26th day of June 2024, by and between:

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation and the owner and developer of certain lands within the District, with a mailing address of 18655 North Claret Drive, Suite 400, Scottsdale, Arizona 85255 (the “**Developer**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “**Act**”), and Ordinance No. 2023-7, adopted by the Board of County Commissioners of Clay County, Florida, on January 24, 2023 (the “**Ordinance**”), and being situated within Clay County, Florida (the “**County**”); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services within and without the boundaries of the District; and

WHEREAS, the District presently consists of approximately 254.16 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, Developer has approached the District and requested the District petition to amend its boundaries to add approximately 20.03 acres of land, more or less, to the District; and

WHEREAS, the amendment proposed by Developer is within the amendment size restrictions contained within section 190.046(1), *Florida Statutes*, and will result in the District being comprised of approximately 274.19 acres, more or less; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors (the "**Board**"); and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the Board; and

WHEREAS, Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

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

SECTION 1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. Developer will make such funds available monthly, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

SECTION 2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for seeking an amendment to the boundaries of the District in accord with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from Developer for reimbursement for services of the boundary amendment team, as described in Section 1 of this Agreement. The District shall not reimburse Developer for funds made available to the District under this Agreement.

SECTION 3. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

SECTION 4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party

shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

SECTION 6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered via electronic mail to the person so designated in writing by each party or by UPS or Fed Ex overnight mail at the addresses herein designated.

SECTION 9. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

SECTION 10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such prior written approval shall be null and void.

SECTION 11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents to and agrees that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Clay County, Florida

SECTION 12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

SECTION 13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and,

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

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA, TELEPHONE: 561-571-0010, OR EMAIL: GILLYARDD@WHHASSOCIATES.COM.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

SECTION 15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statutes or law.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS THEREOF, the parties execute this agreement the day and year first written above.

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

MERITAGE HOMES OF FLORIDA, INC., a
Florida corporation

By: _____

Its: _____

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9

DEVELOPER BILL OF SALE & ASSIGNMENT BORROW PIT PARCEL AND DRAINAGE IMPROVEMENTS AND WORK PRODUCT

This *Developer Bill of Sale & Assignment (Drainage Improvements and Work Product)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ____ day of June 2024, by **Wisteria Pit LLC** (“**Grantor**”), a Florida limited liability company, whose address 233 E Bay Street, Suite 1113, Jacksonville, FL 32302, and to the **Lakes at Bella Lago Community Development District** (“**Grantee**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33481.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. **Description of Improvements:** The stormwater facilities f/k/a a borrow pit described as Parcel ID 23-05-25-010101-016-00, made up of 81.31 acres, in the map attached hereto as **Exhibit A** (together, the “**Improvement**”).
2. **Work Product:** All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”);
3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights).
4. **Conditional Acceptance by the District:** The District hereby accepts the Improvement provided, however, that the Grantor shall exclusively be responsible for completion of the permitting process associated with the Improvement and shall provide to the District’s Engineer, ETM, Inc, a copy of the completed permitting process and shall aide the District in transferring any permits into the District’s name immediately thereafter. All costs incurred in permitting the Improvement shall remain exclusively the responsibility of the Grantor

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements and Work Product; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements and Work Product; and (iv) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements or Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an “as is” basis, with no warranties whatsoever except as expressly stated herein, provided however, that if any Improvements are anticipated to be turned over to Clay County, Florida (“**County**”) the Developer shall provide any warranties required by the County in connection with the turnover, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

e. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

f. This instrument shall be governed by, and construed under, the laws of the State of Florida.

g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

h. This transfer remains submit to the conditions set out in Section 4 herein.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name
this ____ day of June 2024.

WISTERIA PIT, a Florida limited liability
company

By: Lewis Levi Ritter IV
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of *(check one)* ☐ physical
presence or ☐ online notarization this ____ day of June 2024, by Lewis Levi Ritter IV, as Manager of
Wisteria Pit LLC, a limited liability company, on behalf of the company, *(check one)* ☐ who is personally
known to me or ☐ who has produced a _____ as identification.

(Affix Notary Seal)

Notary Public, State of Florida
My Commission Expires:

Exhibit A

Parcel Summary

Parcel ID	23-05-25-010101-016-00
Location Address	Sandridge Rd Green Cove Springs 32043
Brief Tax Description*	PT S23 & 26T5R25 AS REC O R 4523 PG 322, 4765 PG 1476 REF ONLY (Note: *The Description above is not to be used on legal documents.)
Property Use Code	BORROW PIT (9710)
Sec/Twp/Rng	23/5/25
Tax District	Tax Dist 001 - BCC
Millage Rate	15.1843
Acreage	81.31
Homestead	No

Map



**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF BORROW PIT PARCEL/
DRAINAGE IMPROVEMENTS AND WORK PRODUCT**

June __, 2024

Board of Supervisors
Lakes at Bella Lago Community Development District

Re: Lakes at Bella Lago Community Development District (St. Johns County, Florida)
Acquisition of Borrow Pit Parcel/Drainage Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of ETM, Inc. ("**District Engineer**"), as District Engineer for the Lakes at Bella Lago Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Wisteria Pit LLC ("**Landowner**") of certain improvements ("**Improvements**") and associated work product ("**Work Product**"), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment Borrow Pit Parcel and Drainage Improvements and Work Product* ("**Bill of Sale**") dated as of or about the same date as this certificate and attached hereto as **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's Capital Improvement Plan as set forth in the District's *Master Improvement Plan Report*, dated March 13, 2023 ("**Engineer's Report**"), and specially benefits property within the District.
3. In my opinion, the portions of the Improvements being acquired by the District were installed consistent with all regulatory requirements, including the St. Johns Water Management District and Clay County, Florida, standards, if applicable, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements; provided, however, pursuant to the Bill of Sale, the Landowner is in the process of finalizing permitting of the Improvement and will be responsible for the costs and completion of that permitting.

5. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

Peter Ma, P.E.
ETM, Inc.
Florida Registration No. _____
District Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of June 2024, by Peter Ma, P.E. of ETM, Inc. who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A: BILL OF SALE

DEVELOPER BILL OF SALE & ASSIGNMENT

BORROW PIT PARCEL AND DRAINAGE IMPROVEMENTS AND WORK PRODUCT

This *Developer Bill of Sale & Assignment (Drainage Improvements and Work Product)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ____ day of June 2024, by **Wisteria Pit LLC** (“**Grantor**”), a Florida limited liability company, whose address 233 E Bay Street, Suite 1113, Jacksonville, FL 32302, and to the **Lakes at Bella Lago Community Development District** (“**Grantee**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33481.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. **Description of Improvements:** The stormwater facilities f/k/a a borrow pit described as Parcel ID 23-05-25-010101-016-00, made up of 81.31 acres, in the map attached hereto as **Exhibit A** (together, the “**Improvement**”).
2. **Work Product:** All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”);
3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights).
4. **Conditional Acceptance by the District:** The District hereby accepts the Improvement provided, however, that the Grantor shall exclusively be responsible for completion of the permitting process associated with the Improvement and shall provide to the District’s Engineer, ETM, Inc, a copy of the completed permitting process and shall aide the District in transferring any permits into the District’s name immediately thereafter. All costs incurred in permitting the Improvement shall remain exclusively the responsibility of the Grantor

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements and Work Product; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements and Work Product; and (iv) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements or Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, that if any Improvements are anticipated to be turned over to Clay County, Florida ("**County**") the Developer shall provide any warranties required by the County in connection with the turnover, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

f. This instrument shall be governed by, and construed under, the laws of the State of Florida.

g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

h. This transfer remains submit to the conditions set out in Section 4 herein.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name
this ____ day of June 2024.

WISTERIA PIT, a Florida limited liability
company

By: Lewis Levi Ritter IV
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of *(check one)* ☐ physical
presence or ☐ online notarization this ____ day of June 2024, by Lewis Levi Ritter IV, as Manager of
Wisteria Pit LLC, a limited liability company, on behalf of the company, *(check one)* ☐ who is personally
known to me or ☐ who has produced a _____ as identification.

(Affix Notary Seal)

Notary Public, State of Florida
My Commission Expires:

Exhibit A

☐ Parcel Summary

Parcel ID	23-05-25-010101-016-00
Location Address	Sandridge Rd Green Cove Springs 32043
Brief Tax Description*	PT S23 & 26T5R25 AS REC O R 4523 PG 322, 4765 PG 1476 REF ONLY (Note: *The Description above is not to be used on legal documents.)
Property Use Code	BORROW PIT (9710)
Sec/Twp/Rng	23/5/25
Tax District	Tax Dist 001 - BCC
Millage Rate	15.1843
Acreage	81.31
Homestead	No

☐ Map



LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR THE FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lakes at Bella Lago Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; 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; and

WHEREAS, the Board desires to adopt the annual meeting schedule for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (Fiscal Year 2023/2024), attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2023/2024 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.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 26th day of June, 2024.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Annual Meeting Schedule

EXHIBIT “A”

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
TBD		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
July __, 2024	Regular Meeting	__:__ AM/PM
August __, 2024	Regular Meeting	__:__ AM/PM
September __, 2024	Regular Meeting	__:__ AM/PM

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2024-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY
ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Lakes at Bella Lago Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located within Clay County, Florida.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 26th day of June, 2024.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2024-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakes at Bella Lago Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay 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*; and

WHEREAS, District records are available for public review and inspection at the offices of

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO 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 26th day of June, 2024.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2024**

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 7,602	\$ -	\$ -	\$ 7,602
Investments				
Revenue	-	103,002	-	103,002
Reserve	-	278,600	-	278,600
Prepayment	-	4,646	-	4,646
Capitalized interest	-	129,543	-	129,543
Construction	-	-	64,290	64,290
Interest	-	40,281	-	40,281
Due from Landowner	29,742	-	-	29,742
Deposit	706	-	-	706
Total assets	<u>38,050</u>	<u>556,072</u>	<u>64,290</u>	<u>658,412</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 25,242	\$ -	\$ -	\$ 25,242
Due to Landowner	-	11,148	1,044	12,192
Due to other	556	-	-	556
Accrued taxes payable	31	-	-	31
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>31,829</u>	<u>11,148</u>	<u>1,044</u>	<u>44,021</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>29,742</u>	<u>-</u>	<u>-</u>	<u>29,742</u>
Total deferred inflows of resources	<u>29,742</u>	<u>-</u>	<u>-</u>	<u>29,742</u>
Fund balances:				
Restricted for:				
Debt service	-	544,924	-	544,924
Capital projects	-	-	63,246	63,246
Unassigned	(23,521)	-	-	(23,521)
Total fund balances	<u>(23,521)</u>	<u>544,924</u>	<u>63,246</u>	<u>584,649</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 38,050</u>	<u>\$ 556,072</u>	<u>\$ 64,290</u>	<u>\$ 658,412</u>

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 10	\$ 31,372	\$ 99,390	32%
Total revenues	<u>10</u>	<u>31,372</u>	<u>99,390</u>	32%
EXPENDITURES				
Professional & administrative				
Supervisor' fees	-	215	1,600	13%
Management/accounting/recording	4,000	32,000	48,000	67%
Legal	2,678	6,208	25,000	25%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	667	1,000	67%
Trustee*	-	-	5,500	0%
Telephone	16	133	200	67%
Postage	18	52	500	10%
Printing & binding	42	333	500	67%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	79	91	750	12%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,916</u>	<u>46,554</u>	<u>99,390</u>	47%
Field Operations				
Electricity	333	1,479	-	N/A
Pressure washing	2,666	6,833	-	N/A
Total field operations	<u>2,999</u>	<u>8,312</u>	<u>-</u>	N/A
Total expenditures	<u>9,915</u>	<u>54,866</u>	<u>99,390</u>	55%
Excess/(deficiency) of revenues over/(under) expenditures	(9,905)	(23,494)	-	
Fund balances - beginning	(13,616)	(27)	-	
Fund balances - ending	<u>\$ (23,521)</u>	<u>\$ (23,521)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ 63,988	\$ 255,950
Interest	2,180	18,737
Total revenues	<u>66,168</u>	<u>274,687</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	10,098
Interest	273,825	308,152
Total expenditures	<u>273,825</u>	<u>318,250</u>
Excess/(deficiency) of revenues over/(under) expenditures	(207,657)	(43,563)
OTHER FINANCING SOURCES/(USES)		
Transfer out	-	(30,801)
Total other financing sources	<u>-</u>	<u>(30,801)</u>
Net change in fund balances	(207,657)	(74,364)
Fund balances - beginning	752,581	619,288
Fund balances - ending	<u><u>\$ 544,924</u></u>	<u><u>\$ 544,924</u></u>

**LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 260	\$ 152,979
Total revenues	<u>260</u>	<u>152,979</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>6,859,856</u>
Total expenditures	<u>-</u>	<u>6,859,856</u>
Excess/(deficiency) of revenues over/(under) expenditures	260	(6,706,877)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>30,801</u>
Total other financing sources/(uses)	<u>-</u>	<u>30,801</u>
Net change in fund balances	260	(6,676,076)
Fund balances - beginning	62,986	6,739,322
Fund balances - ending	<u>\$ 63,246</u>	<u>\$ 63,246</u>

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Lakes at Bella Lago Community Development District held a Regular Meeting and Audit Committee Meeting on April 23, 2024 at 10:00 a.m., at the Courtyard by Marriott Orange Park, 610 Wells Rd, Orange Park, Florida 32073.

Present at the meeting were:

D.J. Smith	Chair
Martha Schiffer	Vice Chair
Drew Ingoldsby	Assistant Secretary
Megan Germino	Assistant Secretary
Rose Bock	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Jennifer Kilinski (via telephone)	District Counsel
Peter Ma (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:02 a.m. Supervisors Smith, Schiffer, Germino and Bock were present. Supervisor Ingoldsby was not present at roll call.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2024-01
Approving a Proposed Budget for Fiscal
Year 2024/2025 and Setting a Public
Hearing Thereon Pursuant to Florida Law;
Addressing Transmittal, Posting and
Publication Requirements; Addressing
Severability; and Providing an Effective
Date**

Mr. Torres presented Resolution 2024-01. He reviewed the proposed Fiscal Year 2025 budget and noted that further adjustments are expected in June, as some of the Landowner

property will be transitioning from off-roll to on-roll assessments. He noted line item adjustments over Fiscal Year 2024, including adding Field Operations and Amenity Center expenses, which Mr. Ingoldsby helped prepare.

Mr. Ingoldsby arrived at the meeting at 10:06 a.m.

Discussion ensued regarding what the per unit on-roll assessment amount will be, providing the information to the sales representatives, updating the off-roll debt service amount to match the amount in the assessment lien and preparing mailed notices of the assessments.

Ms. Kilinski provided the per unit debt service assessment figures for the two product types, which was adopted with the gross up numbers for the Series 2023 bonds, including the collection costs and discount.

Regarding the "Fitness center repairs/supplies" line item, on Page 20, Mr. Torres will confirm with Vesta if this item should be deleted or needs to be renamed, as they are not constructing a fitness center.

On MOTION by Mr. D.J. Smith and seconded by Ms. Schiffer, with all in favor, Resolution 2024-01 Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law for June 26, 2024 at 10:00 a.m., at the Courtyard by Marriott Orange Park, 610 Wells Rd, Orange Park, Florida 32073, subject to modifications to include an Assessment Hearing for the same date, time and location as the Budget Public Hearing; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

The Board consensus was to schedule meetings quarterly. This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-03, Extending the Terms of Office of All

77 Current Supervisors to Coincide with the
78 General Election Pursuant to Section
79 190.006, Florida Statutes; Providing for
80 Severability; and Providing an Effective
81 Date
82

83 Mr. Torres presented Resolution 2024-03. The terms of office of Seats 2, 4 and 5,
84 currently held by Mr. Ingoldsby, Ms. Germino and Ms. Bock, respectively, are being extended to
85 coincide with the November 2026 General Election. The terms of office of Seats 1 and 3,
86 currently held by Mr. Smith and Ms. Schiffer, respectively, are being extended to coincide with
87 the November 2028 General Election.
88

89 On MOTION by Ms. Schiffer and seconded by Mr. D.J. Smith, with all in favor,
90 Resolution 2024-03, Extending the Terms of Office of All Current Supervisors to
91 Coincide with the General Election Pursuant to Section 190.006, Florida
92 Statutes; Providing for Severability; and Providing an Effective Date, was
93 adopted.
94
95

96 SIXTH ORDER OF BUSINESS

97 Consideration of Resolution 2024-04,
98 Amending Resolution 2023-31 to Re-Set
99 the Date, Time and Place of Public Hearing
100 Regarding the Adoption of Rules of
101 Procedure; Ratifying Publication of Notice
102 of Such Hearing; and Providing an Effective
103 Date

104 Mr. Torres presented Resolution 2024-04. Ms. Kilinski suggested scheduling the public
105 hearing on June 26, 2024 to coincide with the budget public hearing date.
106

107 On MOTION by Ms. Schiffer and seconded by Mr. D.J. Smith, with all in favor,
108 Resolution 2024-04, Amending Resolution 2023-31 to Re-Set the Date, Time
109 and Place of Public Hearing to June 26, 2024 at 10:00 a.m., at the Courtyard by
110 Marriott Orange Park, 610 Wells Rd, Orange Park, Florida 32073, Regarding the
111 Adoption of Rules of Procedure; Ratifying Publication of Notice of Such
112 Hearing; and Providing an Effective Date, was adopted.
113
114

115 SEVENTH ORDER OF BUSINESS

116 Recess Regular Meeting/Commencement
of Audit Selection Committee Meeting

The Regular Meeting recessed and the Audit Selection Committee Meeting convened.

EIGHTH ORDER OF BUSINESS**Review of Response to Request for
Proposals (RFP) for Annual Audit Services****A. Affidavit of Publication****B. RFP Package****C. Respondents**

Mr. Torres, stated that he has worked with all three respondents and voiced his opinion that all are qualified to perform the CDD's audit; the decision is ultimately based on pricing. He noted the following:

I. Berger, Toombs, Elam, Gaines & Frank

The base bid is \$3,225 and will increase to \$4,475, as bonds were issued in 2023.

II. Carr, Riggs & Ingram, LLC

The base bid is \$6,500 and will increase by \$4,500 for each bond issuance.

III. Grau & Associates

The base bid is \$3,200 and would increase \$100 per year over a 5-year period, plus \$1,500 with bonds issuance.

D. Auditor Evaluation Matrix/Ranking

Ms. Schiffer stated that her other CDDs engaged Grau & Associates (Grau). She voiced her opinion that Grau is excellent. A Board Member echoed Ms. Schiffer's comment.

The Audit Selection Committee accepted Mr. Smith's scores and ranking as its own.

Ms. Schiffer presented the overall scores and ranking, as follows:

#1	Grau & Associates	100 points
#2	Berger, Tombs, Elam, Gaines & Frank	98 points
#3	Carr, Riggs & Ingram, LLC	95 points

NINTH ORDER OF BUSINESS**Termination of Audit Selection Committee
Meeting/Reconvene Regular Meeting**

The Audit Selection Committee Meeting terminated and the Regular Meeting reconvened.

150

151 **TENTH ORDER OF BUSINESS**Consider Recommendation of Audit
Selection Committee

152

153

- 154 •
- Award of Contract**

155

156 On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, the
157 accepting the Audit Selection Committee scores, ranking and recommendation,
158 to rank Grau & Associates, as the #1 ranked respondent to the RFP for Annual
159 Audit Services, and awarding the Annual Audit Services contract to Grau &
160 Associates, the #1 ranked respondent, was approved.

161

162

163 **ELEVENTH ORDER OF BUSINESS**Consideration of Resolution 2024-05,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2023/2024 and Providing for an Effective
Date

164

165

166

167

168

169

170 This item was deferred.

171

172 **TWELFTH ORDER OF BUSINESS**Consideration of Vesta Property Services,
Inc. Field Services Management Agreement

173

174

175 Mr. Torres stated that the Agreement is being presented for ratification.

176

177 On MOTION by Ms. Schiffer and seconded by Mr. Ingoldsby, with all in favor,
178 the Field Services Management Agreement with Vesta Property Services, Inc.,
179 was ratified.

180

181

182 **THIRTEENTH ORDER OF BUSINESS**Consideration of Response(s) to Request
for Qualifications (RFQ) for Engineering
Services

183

184

185

186 **A. Affidavit of Publication**187 **B. RFQ Package**188 **C. Respondent: England-Thims & Miller, Inc.**

D. Competitive Selection Criteria/Ranking

Ms. Kilinski stated that, with England-Thims & Miller, Inc. (ETM) as the sole respondent to the RFQ for Engineering Services, the Board can deem ETM the #1 ranked respondent and authorize Staff to execute a contract.

E. Award of Contract

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, deeming the sole respondent, England-Thims & Miller, Inc., as the #1 ranked respondent to the RFQ for Engineering Services, awarding the Engineering Services Contract to England-Thims & Miller, Inc., and authorizing Staff to execute a contract with England-Thims & Miller, Inc., were approved.

FOURTEENTH ORDER OF BUSINESS

Consideration of Resolution 2024-06, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

This item was deferred.

FIFTEENTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

SIXTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2024

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, the Unaudited Financial Statements as of March 31, 2024, were accepted.

SEVENTEENTH ORDER OF BUSINESS

Approval of August 2, 2023 Special Meeting Minutes

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, the August 2, 2023 Special Meeting Minutes, as presented, were approved.

EIGHTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski | Van Wyk, PLLC**

Ms. Kilinski reminded the Board Members of the requirement to complete four hours of ethics training by December 31, 2024 and about filing Form 1 electronically, with the Commission on Ethics.

B. District Engineer (Interim): England-Thims & Miller, Inc.

Mr. Ma reviewed the status for the final acceptance on Phase 1.

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

- **0 Registered Voters in District as of April 15, 2024**
- **NEXT MEETING DATE: TBD**
 - **QUORUM CHECK**

The next meeting will be on June 26, 2024.

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

In response to a question about maintenance agreements for landscaping and the ponds, Mr. Torres stated that they will be processed in between meetings and presented for ratification at the next meeting.

TWENTIETH ORDER OF BUSINESS**Public Comments**

No members of the public were present.

TWENTY-FIRST ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Schiffer and seconded by Mr. Smith., with all in favor, the meeting adjourned at 10:38 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

261
262
263
264
265

Secretary/Assistant Secretary

Chair/Vice Chair