

LAKES AT BELLA LAGO

**COMMUNITY DEVELOPMENT
DISTRICT**

January 28, 2025

BOARD OF SUPERVISORS

**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

January 21, 2025

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 a Regular Meeting on January 28, 2025 at 10:00 a.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-01, Designating a Date, Time and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments for the Expansion Parcel as Authorized by Section 197.3632, *Florida Statutes*; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date
4. Presentation of Supplement to the Engineer's Report
5. Presentation of Amended and Restated Master Special Assessment Methodology Report
6. Consideration of Resolution 2025-02, Declaring Special Assessments; Designating the Nature and Location of the Proposed Expansion Improvements; Declaring the Total Estimated Cost of the Expansion Improvements, the Portion to Be Paid by Assessments, and the Manner and Timing in Which the Assessments are to Be Paid; Designating the Lands Upon Which the Assessments Shall be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Declaring Special Assessments To Fund the District's Proposed Budget; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution and Notices Pursuant to Florida Law; and Addressing Conflicts, Severability, and an Effective Date
7. Consideration of Resolution 2025-03, To Designate the Date, Time and Place for a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules, Rates, Fees and Charges of the District, and Providing an Effective Date
8. Consideration of Resolution 2025-04, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

ATTENDEES:

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

9. Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date
10. Ratification Items
 - A. Right of Reconveyance Agreement and Borrow Pit Deed
 - B. SOLitude Lake Management, LLC Aquatic Management Services Agreement
11. Acceptance of Unaudited Financial Statements as of December 31, 2024
12. Approval of July 31, 2024 Regular Meeting Minutes
13. 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: February 25, 2025 at 10:00 AM
 - QUORUM CHECK
14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

SEAT 1	D.J. SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	JARRETT O'LEARY	☐ 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

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

Sincerely,



Ernesto Torres
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

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS FOR THE EXPANSION PARCEL AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakes at Bella Lago Community Development District ("**District**") is a local unit of special-purpose government duly organized and existing pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and was established by Ordinance No. 2023-7, adopted by the Board of County Commissioners of Clay County, Florida ("**County**"), on January 24, 2023, as amended by Ordinance No. 2024-50 adopted by the County on November 12, 2024 ("**Expansion Ordinance**"); and

WHEREAS, the District, pursuant to the provisions of the Act, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors ("**Board**") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District previously determined its intent to utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* ("**Uniform Method**"); and

WHEREAS, effective November 12, 2024, the boundaries of the District were subsequently amended by the Expansion Ordinance to include an additional 20.03 acres of land, more or less ("**Expansion Parcel**"); and

WHEREAS, the District now desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments with respect to the Expansion Parcel;

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

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, 2025, at _____:_____ a/p.m. at the Holiday Inn & Suites, 620 Wells Road, Orange Park, Florida 32073, for the purpose of hearing comment and objections to the District's intent to utilize the Uniform Method with respect to the Expansion Parcel.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of January, 2025.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

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**SUPPLEMENT TO THE ENGINEER'S REPORT FOR THE
LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT**
January 28, 2025

The Lakes at Bella Lago Community Development District ("**District**") was established by Ordinance No. 2023-07 by the Board of County Commissions of Clay County, Florida ("**County**"), effective as of January 24, 2023, under the provisions of Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended. The District is located entirely within unincorporated Clay County and its boundaries, upon establishment, contained approximately 254.16± acres. Pursuant to Ordinance No. 2024-50, effective as of November 25, 2024, the District boundaries were amended to add an additional 20.03± acres ("**Expansion Parcel**"). The District now encompasses approximately 274.19± acres and is anticipated to include 600 single-family residential units.

This supplement amends and restates the *Engineer's Report for the Lakes at Bella Lago Community Development District*, dated March 13, 2023 (as revised) ("**Master Report**"), which was further supplemented in the *Supplemental Engineer's Report for the Lakes at Bella Lago Community Development District (Phase 1 Project)*, dated June 29, 2023 ("**First Supplemental Report**"). This supplement adds specificity and costs for the Expansion Parcel, which consists of earthwork, stormwater system, sanitary sewer, water distribution system, undergrounding of electric conduit, reclaimed water system, landscape/hardscape, recreational improvements, and on-site roadways. This supplement also updates product counts and residential unit mixes within the District with the added Expansion Parcel. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

The current master plan for the Development now includes approximately 600 single-family residential dwelling units per the table below, which now includes the Expansion Parcel:

Table 1

Product Type	Master Report Number of Units	Expansion Parcel Added Units	Amended Total Number of Units
40' Single-Family	106	N/A	106
45' Single-Family	0	74	74
50' Single-Family	264	N/A	264
60' Single-Family	156	N/A	156
TOTAL	526	74	600

Phase 1 of the Development contains 238 single-family lots. Phase 1 was financed with the District's Series 2024 Bonds. Phase 1 is substantially complete. Phase 2 of the Development contains 288 single-family lots. Construction has not yet commenced on Phase 2. The Expansion Parcel, also referred to as Phase 3, consists of 74 single-family lots. Construction has not yet commenced in Phase 3.

In addition to the infrastructure improvements detailed in the Master Report and First Supplemental Report, the District plans to finance, construct, and install improvements and facilities to benefit the Expansion Parcel which improvements include earthwork, stormwater system, sanitary sewer,

water distribution system, undergrounding of electric conduit, reclaimed water system, landscape/hardscape and amenities improvements, and on-site roadways. All costs associated with the Expansion Parcel improvements are included in the revised cost tables below, as well as a list of the entities anticipated for future ownership, operation, and maintenance of these improvements. All prior phases were previously included in the costs within the Master Report and First Supplemental Report.

Original Estimated Capital Improvement Costs:

<u>Description</u>	<u>Previous Estimated Cost</u>
Earthwork (not lot development)	\$5,690,048.00
Stormwater System	\$4,597,948.00
Sanitary Sewer	\$5,976,410.00
Water Distribution	\$4,676,111.00
Undergrounding of Electric Conduit	\$1,166,047.00
Reclaimed Water System	\$2,895,855.00
Landscape/Hardscape	\$785,000.00
Site Amenities/Hardscape	\$2,286,600.00
On-Site Roadways	\$6,845,245.00
Contingency	\$3,491,112.00
Professional Fees	\$1,052,900.00
Total	\$39,463,276.00

Expansion Parcel Estimated Capital Improvement Costs:

<u>Description</u>	<u>Additional Estimated Costs</u>
Earthwork	\$772,700
Stormwater System	\$869,800
Sanitary Sewer	\$642,000
Water Distribution	\$509,000
Undergrounding of Electric Conduit	\$158,600
Reclaimed Water System	\$332,900
Landscape/Hardscape	\$122,000
Site Amenities/Hardscape	\$487,800
On-Site Roadways	\$584,200
Professional Fees	\$195,100
Contingency	\$247,100
Total	\$4,921,200

Amended Total Capital Improvement Costs:

<u>Description</u>	<u>Additional Estimated Costs</u>
Earthwork	\$6,462,748.00
Stormwater System	\$5,467,748.00

Sanitary Sewer	\$6,618,410.00
Water Distribution	\$5,185,111.00
Undergrounding of Electric Conduit	\$1,324,647.00
Reclaimed Water System	\$3,228,755.00
Landscape/Hardscape	\$907,000.00
Site Amenities/Hardscape	\$2,774,400.00
On-Site Roadways	\$7,429,445.00
Professional Fees	\$1,248,000.00
Contingency	\$3,738,212.00
Total	\$44,384,476.00

Proposed Funding, Maintenance and Ownership for Expansion Parcel improvements:

Facility	Funded By	Owned By	Maintained By
Earthwork	District	District	District
Stormwater System	District	District	District
Sanitary Sewer	District	CCUA	CCUA
Water Distribution	District	CCUA	CCUA
Undergrounding of Electric Conduit	District	CEC	CEC
Reclaimed Water System	District	CCUA	CCUA
Landscape/Hardscape	District	District	District
Site Amenities/Hardscape	District	District	District
On-Site Roadways	District	District	District

Notes:

*Wetland Mitigation for onsite impacts may be eligible to be financed all or in part by the District.

**The electric utility company, Clay Electric Cooperative (CEC) will own, operate and maintain all of the electrical mains and the associated electrical equipment. These electrical mains, electrical system and electrical equipment are not part of the CIP. However, installation of electrical conduits may be constructed by the District and then reimbursed/paid for by the Builder.

***Acceptance of any offer of dedication shall be at the sole discretion of the Board of County Commissioners. Nothing herein shall be construed as affirmative acceptance by the Board of County Commissions of improvements or any operation and maintenance obligations of the District.

It is my professional opinion that the summary of costs listed above is reasonable and sufficient to complete the construction of the items intended. It is my professional opinion that the infrastructure costs associated herein for the total improvements are reasonable to complete the construction of the infrastructure described herein and that the infrastructure improvements will benefit and add value to the lands within the District, including the Expansion Parcel. All infrastructure costs are public improvements or communication facilities under Chapter 190, *Florida Statutes*.

The estimate of infrastructure costs is only an estimate based on information received from Meritage Homes of Florida, Inc., or estimates based on engineer takeoffs and are not guaranteed maximum prices. The labor market, future costs, equipment and materials, increased regulatory actions and the actual construction process are all beyond my control. The total final cost may be more than this estimate.

The project herein provided will be owned by the District or other governmental units. All of the improvements are or will be located on lands owned or to be owned by the District or other governmental entity or on public easements in favor of the District or other governmental entity. Any cost estimates set forth herein do not include earthwork, grading, or other improvements on private lots or property.

Please note that the improvements presented herein are based on current plans and market conditions

which are subject to change. Accordingly, the improvements herein described are sufficient public infrastructure of the kinds described herein (*i.e.*, stormwater, roadways, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and types of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

England-Thims & Miller, Inc.

Peter Ma, P.E.

Date 1/13/2025

Florida License No.: 46661

A handwritten signature in blue ink, appearing to read "K.T. Ma", with a large, stylized flourish extending to the right.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

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LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

Amended and Restated Master Special Assessment Methodology Report

January 28, 2025



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Amended and Restated Master Special Assessment Methodology Report (the "Amended Report") was developed to provide a financing plan and a special assessment methodology for the Lakes at Bella Lago Community Development District (the "District"), located in unincorporated Clay County, Florida, as related to funding the costs of public infrastructure improvements contemplated to be provided by the District. This Amended Report addresses the annexation of additional lands into the boundaries of the District.

1.2 Scope of the Amended Report

This Amended Report presents the projections for financing the District's Capital Improvement Plan (the "CIP") described in the Engineer's Report developed by England, Thims and Miller, Inc. (the "District Engineer") dated February 6, 2023, as amended by the Supplement to the Engineer's Report dated January 28, 2025 (collectively the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the CIP.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree general and incidental benefits to the public at large. However, as discussed within this Amended Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Amended Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Lakes at Bella Lago development, a master planned residential development located in unincorporated Clay County, Florida. The land within the District originally consisted of approximately 254.16 +/- acres, including 526 residential units and is generally located south of Sandridge Road, east of First Coast Expressway and west of Feed Mill Road. Please note that as of November 25, 2024, pursuant to Ordinance No. 2024-50, the District boundaries were amended to add an additional 20.03 +/- acres (the "Expansion Parcel"). The District now encompasses approximately 274.19 +/- acres in total and is expected to be comprised of 600 residential units. This Amended Report includes the additional 74 additional residential units as part of the overall project mix. This Amended Report is intended only to supplement the plan of finance and provide the methodology and benefit for the Expansion Parcel.

2.2 The Development Program

The development of Lakes at Bella Lago is anticipated to be conducted by Mattamy Jacksonville LLC and Meritage Homes of

Florida, Inc., or affiliated entity(ies) thereof (together, the "Developer"). Based upon the most recent information provided by the Developer and the District Engineer, the current development plan for the District after the boundary expansion envisions 600 residential units developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The CIP

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The CIP

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of earthwork (not land development), stormwater system, sanitary sewer, water distribution, undergrounding of electric conduit, reclaimed water system, landscape/hardscape, site amenities/hardscape, on-site roadways, contingency, and professional costs which cumulatively are estimated by the District Engineer at \$44,384,476, which includes \$4,921,200 in costs related to the Expansion Parcel.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the CIP in greater detail.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Amended Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$61,050,000 in par amount of special assessment bonds, in one or more series (the "Bonds").

Please note that the purpose of this Amended Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$61,050,000 to finance approximately \$44,384,476 in CIP costs. The Bonds of each series as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvement and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately \$61,050,000. The difference is comprised of funding debt service reserve accounts, and paying capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix along with financing assumptions*.

Please note that the structure of the Bonds as presented in this Amended Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the CIP.

5.2 Benefit Allocation

The most current development plan for the District after the boundary expansion envisions the development of 600 residential units developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can, pursuant to the provisions of Section 5.3 below, assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District on an equal per residential unit ("ERU") basis. Table 4 in the *Appendix* shows the number of residential units planned for the District.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding the District's CIP (the "Bond Assessments"). Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

Amenities. No Bond Assessments are allocated herein to any private amenities or other common areas planned for the development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the common elements are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Bond Assessments without specific consent thereto. If at any time, any real property on which Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer by way of a mandatory true-up payment without any further action of the District.

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will initially be levied on approximately 274.19 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$61,050,000 will be preliminarily levied on approximately 274.19 +/- gross acres at a rate of \$222,655.82 per acre. The District previously provided notice and levied a master lien over all property except the Expansion Parcel.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Please note that currently the Commercial acreage has yet to be determined and as such will not be initially allocated Bond Assessments. All Bond Assessments will initially be allocated to the Single-Family residential units, Townhomes, and Multifamily units until the Commercial acreage is defined at a later time. Once defined, the Commercial acreage will be assigned Bond Assessments according to Table 4 in the *Appendix*.

Transferred Property. In the event unplatted land is sold to a third party (the “Transferred Property”), the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of residential units assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Amended Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of residential units ultimately actually platted. This total Bond Assessment is allocated to the Transferred Property at the time of the sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties

within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned residential units as set forth in Table 4 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Plat results in the same amount of residential units (and thus Bond Assessments) able to be imposed on the

“Remaining Unplatted Lands” (i.e., those remaining unplatted lands or lands to be re-platted after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted or re-platted and the remaining property in accordance with this Amended Report, and cause the Bond Assessments to be recorded in the District’s improvement lien book.

b. If a Proposed Plat within the District has more than the anticipated residential units (and Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer residential units (and Bond Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the Property, or may allocate additional ERUs/densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within the District has fewer than the anticipated residential units (and Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more residential units (and Bond Assessments) in order to fully assign all of the residential units originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District’s Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of residential units (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall Development Plan showing the number and type of units reasonably planned for the Development, b) the revised, overall Development Plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised Development Plan, and e) documentation that shows the feasibility of implementing the

proposed Development Plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond Assessments to pay debt service on the applicable series of Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the Quarterly Redemption Date (as defined in the supplemental trust indenture relative to the Bonds) that occurs at least 45 days after the True-Up Payment (or the second succeeding Quarterly Redemption Date if such True-Up Payment is made within forty-five (45) calendar days before a Quarterly Redemption Date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of \$61,050,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Bond Assessments shall be paid in no more than thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

Master Lien – This Amended Report is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien on the Expansion Parcel, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports. This Amended Report is not intend to impair or impact the master lien on other District property that does not include the Expansion Parcel.

System of Improvements - As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund master improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties. By way of example, if the first bond issuance finances a particular “master” road that arguably benefits the entire project, but debt assessments to secure the first bond issuance are only placed on certain development pods, that is still fair and reasonable as long as the Bond Assessments are within the maximum benefit allocations for the overall Capital Improvement Plan.

Contributions - As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to “buy down” the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessment will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

New Unit Types - As noted herein, this Amended Report identifies the anticipated product types for the development, and associates particular residential units. If new product types are identified in the course of development, such as commercial units, the District’s

Assessment Consultant shall determine an allocation method for that product type and supplement this Amended Report accordingly.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Amended Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Lakes at Bella Lago Community Development District

Development Plan

Unit Type	Original Boundary Number of Units	Expansion Parcel Units	Total Number of Units
Single-family 40'	106	-	106
Single-family 45'	-	74	74
Single-family 50'	264	-	264
Single-family 60'	156	-	156
Total	526	74	600

Table 2

Lakes at Bella Lago Community Development District

Capital Improvement Program

Improvement	Original Boundary Costs	Expansion Parcel Costs	Total Costs
Earthwork (not lot development)	\$ 5,690,048.00	\$ 772,700.00	\$ 6,462,748.00
Stormwater System	\$ 4,597,948.00	\$ 869,800.00	\$ 5,467,748.00
Sanitary Sewer	\$ 5,976,410.00	\$ 642,000.00	\$ 6,618,410.00
Water Distribution	\$ 4,676,111.00	\$ 509,000.00	\$ 5,185,111.00
Undergrounding of Electrical Conduit	\$ 1,166,047.00	\$ 158,600.00	\$ 1,324,647.00
Reclaimed Water System	\$ 2,895,855.00	\$ 332,900.00	\$ 3,228,755.00
Landscape/ Hardscape	\$ 785,000.00	\$ 122,000.00	\$ 907,000.00
Site Amenities/ Hardscape	\$ 2,286,600.00	\$ 487,800.00	\$ 2,774,400.00
On-site Roadways	\$ 6,845,245.00	\$ 584,200.00	\$ 7,429,445.00
Professional Fees	\$ 3,491,112.00	\$ 195,100.00	\$ 3,686,212.00
Contingency	\$ 1,052,900.00	\$ 247,100.00	\$ 1,300,000.00
Total	\$ 39,463,276.00	\$ 4,921,200.00	\$ 44,384,476.00

Table 3

Lakes at Bella Lago

Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$61,050,000.00
Total Sources	\$61,050,000.00

Uses

Project Fund Deposits:	
Project Fund	\$44,384,476.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$5,422,914.81
Capitalized Interest Fund	\$9,768,000.00
Delivery Date Expenses:	
Costs of Issuance	\$1,471,000.00
Rounding	\$3,609.19
Total Uses	\$61,050,000.00

Financing Assumptions:

Term: 30 Years
 Capitalized Period Length: 24 months
 Coupon Rate: 8%
 Debt Service Reserve: 50% of Max Annual Debt Service
 Underwriter's Discount: 2% of Principal Amount
 Cost of Issuance: \$250,000

Table 4

Lakes at Bella Lago

Community Development District

Benefit Allocation

Unit Type	Number of Units	ERU per Unit	Total ERU
Single-family 40'	106	0.80	84.80
Single-family 45'	74	0.90	66.60
Single-family 50'	264	1.00	264.00
Single-family 60'	156	1.20	187.20
Total	600		602.60

Table 5

Lakes at Bella Lago

Community Development District

Assessment Apportionment

Unit Type	Total Number of Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March**
Single-family 40'	106	\$6,245,940.20	\$8,591,171.59	\$81,048.79	\$7,658.89
Single-family 45'	74	\$4,905,420.02	\$6,747,311.65	\$91,179.89	\$8,616.25
Single-family 50'	264	\$19,444,908.17	\$26,746,100.23	\$101,310.99	\$9,573.61
Single-family 60'	156	\$13,788,207.61	\$18,965,416.53	\$121,573.18	\$11,488.33
Total	600	\$44,384,476.00	\$61,050,000.00		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs of 2% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

EXHIBIT “A”

Bond Assessments in the estimated amount of \$61,050,000 are proposed to be levied uniformly over the area described below:

December 2, 2022
Page 1 of 2Work Order No. 22-334.01
File No. 128I-25.01A**Bella Lago Parcel**

A portion of Sections 23 and 26, Township 5 South, Range 25 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 3694, page 15, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly line of said Section 23, said Westerly line also being the Easterly right of way line of Rolling View Boulevard, a 50 foot right of way as presently established, with the Southerly right of way line of County Road 739-B (Sandridge Boulevard), an 80 foot right of way as presently established; thence North $89^{\circ}34'28''$ East, along said Southerly right of way line, 1.17 feet; thence South $89^{\circ}25'32''$ East, continuing along said Southerly right of way line, 1018.96 feet to the Point of Beginning.

From said Point of Beginning, thence continue South $89^{\circ}25'32''$ East, along said Southerly right of way line, 80.00 feet; thence South $00^{\circ}34'23''$ West, departing said Southerly right of way line, 330.80 feet to the point of curvature of a curve concave Easterly having a radius of 360.00 feet; thence Southerly along the arc of said curve, through a central angle of $19^{\circ}18'06''$, an arc length of 121.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $09^{\circ}04'40''$ East, 120.70 feet; thence South $18^{\circ}43'43''$ East, 309.51 feet to the point of curvature of a curve concave Westerly having a radius of 340.00 feet; thence Southerly along the arc of said curve, through a central angle of $54^{\circ}01'52''$, an arc length of 320.63 feet to a point on said curve, said point lying on the Westerly line of those lands described and recorded in Official Records Book 4523, page 322, of said Public Records, said arc being subtended by a chord bearing and distance of South $08^{\circ}17'13''$ West, 308.88 feet; thence South $35^{\circ}14'35''$ West, along said Westerly line, along the Westerly line of "Wetlands Strip" as described and recorded in Official Records Book 4622, page 1067, of said Public Records, and along a non-tangent line, 1002.14 feet; thence Southerly along the Westerly line of last said lands the following 8 courses; Course 1, thence South $39^{\circ}25'20''$ East, 708.88 feet; Course 2, thence North $45^{\circ}26'31''$ East, 143.74 feet; Course 3, thence South $13^{\circ}26'36''$ East, 177.07 feet to a point on a non-tangent curve concave Easterly having a radius of 220.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of $30^{\circ}16'49''$, an arc length of 116.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $22^{\circ}05'52''$ East, 114.92 feet; Course 5, thence South $54^{\circ}47'53''$ West, along a non-tangent line, 106.49 feet; Course 6, thence South $34^{\circ}12'50''$ East, 721.03 feet; Course 7, thence South $77^{\circ}46'48''$ East, 1699.37 feet; Course 8, thence North $37^{\circ}24'52''$ East, 71.64 feet to the Easterly most corner thereof, said corner also being the Southwesterly corner of "Road F-Pit Portion" as described and recorded in Official Records Book 4622, page 984, of said public records; thence South $51^{\circ}19'37''$ East, along the Southwesterly line of last said lands, 61.11 feet to the Southeasterly corner thereof, said corner lying

Bella Lago Parcel (continued)

on the Westerly line of "Parcel B" as described and recorded in Official Records Book 3694, page 15, of said Public Records; thence South $37^{\circ}25'38''$ West, along said Westerly line, 176.76 feet to the Southwesterly corner thereof, said corner also being the Northerly corner of "Parcel C" as described and recorded in said Official Records Book 3694, page 15; thence South $07^{\circ}38'49''$ West, along the Westerly line of said "Parcel C", 711.63 feet; thence South $17^{\circ}39'30''$ West, continuing along said Westerly line, 802.34 feet to the Southerly corner thereof, said corner lying on the Westerly line of that certain Easement for "Ingress, Egress, Utilities, and Well Access" as described and recorded in said Official Records Book 3469, page 215; thence South $14^{\circ}47'57''$ East, along said Westerly line, 603.80 feet to the Southwesterly corner thereof, said corner also being the Northwesterly corner of those lands described and recorded in said Official Records Book 3469, page 215; thence South $11^{\circ}22'59''$ West, along the Westerly line of last said lands, 1335.28 feet to the Southwesterly corner thereof, said corner lying on the Southerly line of said Section 26; thence South $89^{\circ}50'00''$ West, along said Southerly line, 2569.70 feet to its intersection with the Easterly limited access right of way line of State Road No. 23 (Branan Field/Chaffee Road), a variable width right of way as presently established; thence Northerly, departing said Southerly line and along said Easterly limited access right of way line the following 6 courses; Course 1, thence Northerly along the arc of a on a non-tangent curve concave Easterly having a radius of 14552.00 feet, through a central angle of $02^{\circ}57'52''$, an arc length of 752.89 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $00^{\circ}16'58''$ East, 752.81 feet; Course 2, thence North $01^{\circ}45'54''$ East, 2354.16 feet; Course 3, thence South $88^{\circ}14'06''$ East, 448.00 feet; Course 4, thence North $01^{\circ}45'54''$ East, 1334.00 feet; Course 5, thence North $88^{\circ}14'06''$ West, 448.00 feet; Course 6, thence North $01^{\circ}45'54''$ East, 570.88 feet; thence South $88^{\circ}15'01''$ East, departing said Easterly limited access right of way line, 116.64 feet to a point on a non-tangent curve concave Easterly having a radius of 540.00 feet; thence Northerly along the arc of said curve, through a central angle of $31^{\circ}23'02''$, an arc length of 295.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $19^{\circ}36'38''$ East, 292.10 feet; thence North $35^{\circ}22'03''$ East, 1002.88 feet to a point on a non-tangent curve concave Westerly having a radius of 260.00 feet; thence Northerly along the arc of said curve, through a central angle of $54^{\circ}01'52''$, an arc length of 245.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $08^{\circ}17'13''$ East, 236.20 feet; thence North $18^{\circ}43'43''$ West, 309.51 feet to the point of curvature of a curve concave Easterly having a radius of 440.00 feet; thence Northerly along the arc of said curve, through a central angle of $19^{\circ}18'06''$, an arc length of 148.23 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $09^{\circ}04'40''$ West, 147.53 feet; thence North $00^{\circ}34'23''$ East, 330.80 feet to the Point of Beginning.

Containing 254.16 acres, more or less.

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

6

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED EXPANSION IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE EXPANSION IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; DECLARING SPECIAL ASSESSMENTS TO FUND THE DISTRICT'S PROPOSED BUDGET; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION AND NOTICES PURSUANT TO FLORIDA LAW; AND ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Lakes at Bella Lago Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended, located entirely within Clay County, Florida; and

WHEREAS, the District was established by Ordinance No. 2023-7, adopted by the Board of County Commissioners of Clay County, Florida ("**County**"), on January 24, 2023, as amended by Ordinance No. 2024-50, adopted by the County on November 12, 2024 (together, "**Ordinance**"), amending the external boundaries of the District to include an additional 20.03 acres of land, more or less ("**Expansion Parcel**"); and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, and previously determined to finance, fund, plan, establish, acquire, install, equip, operate, extend, or construct certain improvements, including but not limited to: transportation facilities, utility facilities, recreational facilities, and other infrastructure projects, and services necessitated by the development of, and serving lands within and without the boundary of the District; and

WHEREAS, the District evidenced its intent to defray the cost of such improvements through the levy and collection of assessments against property within the District benefitted by such improvements ("**Debt Assessments**"), pursuant to Resolution Nos. 2023-25, 2023-30, and 2023-36 (together, "**Assessment Resolutions**") prior to the addition of the Expansion Parcel to the District boundary; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the *Supplement to the Engineer's Report for the Lakes at Bella Lago Community Development District*, dated January 28, 2025 and attached hereto as **Exhibit A**, which amends and supplements the District's *Engineer's Report for the Lakes at Bella Lago Community Development District*, dated February 6, 2023 and revised March 13, 2023, as supplemented from time to time (together, "**Engineer's Report**" and

the improvements described therein as it relates to the Expansion Parcel, the “**Expansion Improvements**”); and

WHEREAS, the Engineer’s Report details the scope and cost of public improvements necessary to serve the District, including the Expansion Improvements related to the Expansion Parcel; and

WHEREAS, it is in the best interest of the District to pay all or a portion of the cost of the Expansion Improvements by the levy of special assessments pursuant to Chapter 190, *Florida Statutes* (“**Assessments**”) upon the Expansion Parcel; and

WHEREAS, the District is empowered by Chapters 170, 190, and 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Expansion Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the District lands including the Expansion Parcel, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Amended and Restated Master Special Assessment Methodology Report*, dated January 28, 2025, attached hereto as **Exhibit B**, which supplements the *Master Special Assessment Methodology Report*, dated March 9, 2023, as supplemented from time to time (together, “**Assessment Report**”), all of which are on file at the office of the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Records Office**”); and

WHEREAS, the lands within the District including the Expansion Parcel benefit from the entire Capital Improvement Plan described in the Engineer’s Report; and

WHEREAS, as set forth in the Assessment Report, the District hereby finds and determines as follows:

- (i) benefits from the Expansion Improvements will accrue to the property improved, including the Expansion Parcel;
- (ii) the amount of those benefits will exceed the amount of the Assessments, and
- (iii) the Assessments are fairly and reasonably allocated; and

WHEREAS, the District has also adopted its budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”), attached hereto as **Exhibit C**; and

WHEREAS, pursuant to Resolution No. 2024-08, the District previously determined it is in the best interest of the District to fund the administrative, operations, and maintenance services (together, “**Services**”) set forth in the Adopted Budget by levy of special assessments on lands

within the District ("**O&M Assessments**"), pursuant to Chapters 170, 190, and 197, *Florida Statutes*; and

WHEREAS, the District hereby determines that the benefits would accrue to all properties within the District, including the Expansion Parcel, as outlined in the Adopted Budget, in an amount equal to or in excess of the O&M Assessments, and that such O&M Assessments would be fairly and reasonably allocated as set forth in the Adopted Budget; and

WHEREAS, the Board has considered the Adopted Budget, including the O&M Assessments, and desires to set the required public hearing to levy such O&M Assessments on the Expansion Parcel.

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

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARING DEBT ASSESSMENTS.** The Board hereby declares that it has determined to undertake all or a portion of the Expansion Improvements and to defray all or a portion of the cost thereof by the Debt Assessments and is as set forth in the Assessment Report attached as **Exhibit B**.

3. **DESIGNATING THE NATURE AND LOCATION OF EXPANSION IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Expansion Improvements are described in **Exhibit A** and as set forth in the Engineer's Report, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE EXPANSION IMPROVEMENTS, THE PORTION TO BE PAID BY DEBT ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE DEBT ASSESSMENTS ARE TO BE PAID.**

A. The total estimated construction cost of the Capital Improvement Plan is **\$44,384,476.00**, which includes **\$4,921,200.00** of Expansion Improvements related to the Expansion Parcel ("**Estimated Expansion Cost**").

B. The Debt Assessments on the District lands including the Expansion Parcel will defray approximately **\$** , which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Expansion Cost, as well as other financing-related costs, capitalized interest, and a debt service reserve as set forth in **Exhibit B**.

- C. The manner in which the Debt Assessments shall be apportioned and paid is set forth in the Assessment Report attached as **Exhibit B**, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Debt Assessments are certified for collection, the Debt Assessments shall each be paid in not more than thirty (30) annual installments. The Debt Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Debt Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Debt Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect Debt 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 Debt 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.

5. **DESIGNATING THE LANDS UPON WHICH THE DEBT ASSESSMENTS SHALL BE LEVIED.** The Assessments shall be levied, within the District, on all lots and lands in the Expansion Parcel adjoining and contiguous or bounding and abutting upon such Expansion Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Expansion Improvements and the estimated cost of the Expansion Improvements, all of which are open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the maximum assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **DECLARING O&M ASSESSMENTS.** Pursuant to Chapters 170, 190, and 197, *Florida Statutes*, the O&M Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Adopted Budget attached hereto as **Exhibit C**. The nature of, and plans and specifications for, the Services to be funded by the O&M Assessments are described in the Adopted 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 Records Office. The O&M Assessments shall be levied within the District on all benefitted lots and lands, including the Expansion Parcel, and shall be apportioned, all as described in the Adopted Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District Records Office. The O&M Assessments shall be paid in one or more installments

pursuant to a bill issued by the District pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the Uniform Method as set forth in Chapter 197, *Florida Statutes*.

9. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Chapters 170, 190, and 197, *Florida Statutes*, among other provisions of Florida law, there are hereby declared two (2) public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

DATE:

TIME:

LOCATION:

Holiday Inn & Suites
620 Wells Road
Orange Park, Florida 32073

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District Expansion Improvements as identified in the Engineer's Report and the preliminary assessment roll, a copy of which is on file at the District Records Office, and to hear comment and objections on the proposed O&M Assessments to be levied upon the Expansion Parcel. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Clay County (by two (2) publications one (1) week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of the hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

10. **ASSESSMENT RESOLUTIONS REMAIN IN EFFECT.** This Resolution is intended to supplement the Assessment Resolutions relating to the District's levy of special assessments on certain lands within the boundaries of the District benefitting from the Capital Improvement Plan, including the Expansion Improvements. As such, all such prior resolutions, including but not limited to the Assessment Resolutions, remain in full force and effect.

11. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Clay County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

13. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

PASSED AND ADOPTED this 28th day of January, 2025.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

- Exhibit A:** Supplement to the Engineer's Report for the Lakes at Bella Lago CDD, dated January 28, 2025
- Exhibit B:** Amended and Restated Master Special Assessment Methodology Report, dated January 28, 2025
- Exhibit C:** Adopted Budget for Fiscal Year 2025

Exhibit A:

Supplement to the Engineer's Report for the Lakes at Bella Lago CDD, dated January 28, 2025

Exhibit B:

Amended and Restated Master Special Assessment Methodology Report, dated January 28, 2025

Exhibit C
Adopted Budget for Fiscal Year 2025

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

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

	Fiscal Year 2024				Adopted Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 88,829
Allowable discounts (4%)	-				(3,553)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	85,276
Assessment levy: off-roll	-	-	-	-	78,000
Landowner contribution	99,390	19,817	102,487	122,304	398,435
Total revenues	99,390	19,817	102,487	122,304	561,711
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	-	-	-	-	1,777
Total professional & administrative	99,390	34,948	65,417	100,365	101,967
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				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
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
Facilty 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	561,711
 Excess/(deficiency) of revenues over/(under) expenditures	-	(19,070)	19,070	-	-
 Fund balance - beginning (unaudited)	-	-	(19,070)	-	-
Fund balance - ending (projected)					
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	1,777

**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>\$561,711</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	Adopted 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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/51	240,000.00	6.000%	31,650.00	271,650.00	815,000.00
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
Product/Parcel	Units	per Unit	per Unit	per Unit	Assessment
SF 40'	34	531.91	1,359.73	1,891.64	1,278.15
SF 50'	133	531.91	1,699.67	2,231.58	1,597.69
Total	167				

Off-Roll Assessments - Phases 1 & 2

Series 2023-2 (AA2)

		FY 2025 O&M	FY 2025 DS	FY 2025 Total	FY 2024
		Assessment	Assessment	Assessment	Total
Product/Parcel	Units	per Unit	per Unit	per Unit	Assessment
SF 60'	156	500.00	1,916.67	2,416.67	n/a
Total	156				

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE FOR A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT, 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*; and

WHEREAS, the District's Board of Supervisors ("**Board**") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges, rates and fees; and

WHEREAS, the Board finds it is in the District's best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**.

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

SECTION 1. A public hearing will be held to consider and adopt rules, rates, fees and charges of the District on:

DATE:	_____
TIME:	_____
LOCATION:	Holiday Inn and Suites
	620 Wells Road
	Orange Park, Florida 32073

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

SECTION 3. This Resolution shall become effective immediately upon its adoption.

[signatures on following page]

PASSED AND ADOPTED this 28th day of January, 2025.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Rules, Rates, Fees, and Charges

EXHIBIT A

Fee	Proposed Range
Non-Resident Annual User Fee	\$2,000.00 – \$4,000.00
Replacement Access Card	\$25.00 – \$50.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00
Facility Rental Fee(s)	Refundable Deposit: \$____ Non-Refundable Rental Fee: \$____
Amenity Transfer Fee (for Renters only)	\$25.00 - \$50.00

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: [DATE]

In accordance with Chapters 190 and 120 of the Florida Statutes, and on [DATE] at a duly noticed public meeting, the Board of Supervisors ("Board") of the Lakes at Bella Lago Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District ("Amenity Center" or "Amenity Facilities").

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District's Amenity Facilities.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District's Policies established for the safe operations of the District's Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors ("Board") and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a "Violation"):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner

(with the exception of special assessments);

- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;
- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

- a. **Immediate Suspension.** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. **Notice of Suspension.** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of

the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative

remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

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

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-04

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 _____ day of _____, 2025.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-05

**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 _____ day of _____, 2025.

ATTEST:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

RIGHT OF RECONVEYANCE AGREEMENT

THIS RIGHT OF RECONVEYANCE AGREEMENT (this “**Agreement**”), dated effective as of January 23, 2025 (the “**Effective Date**”), is made by and among **WISTERIA PIT, LLC**, a Florida limited liability company (“**Wisteria Pit**”), whose address for notices is 8833 Perimeter Park Blvd., Jacksonville, Florida 32216, **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company (“**Mattamy**”), whose address for notices is 7800 Belfort Parkway #195, Jacksonville, Florida 32256, and **LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**CDD**”), whose address for notices is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33481. Wisteria Pit, Mattamy, and the CDD are sometimes referred to herein each as a “**Party**,” and collectively as the “**Parties**.”

RECITALS:

- A. Wisteria Pit is the owner of certain real property located in Clay County, Florida (the “**Property**”), as such Property is more particularly described on the Special Warranty Deed attached hereto as **Exhibit A** (the “**Deed**”).
- B. The closing of that certain St. Johns River Water Management District (“**SJRWMD**”) Permit No. 138925-7 (the “**Permit**”) affecting the Property is pending as of the Effective Date hereof.
- C. The Parties intend for Wisteria Pit to convey the Property directly to the CDD pursuant to the Deed.
- D. In connection with the conveyance of the Property to the CDD, and subject in all events to the terms and conditions of this Agreement, Wisteria Pit has agreed to provide the CDD with the right to reconvey the Property back to Wisteria Pit if the Permit is not closed within the timeframe described herein.
- E. The Parties now wish to enter into this Agreement to set forth the terms and conditions of the Reconveyance Right (defined below) and such other matters as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the covenants, promises, undertakings, and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Recitals. The above stated Recitals are true and correct, and by this reference are incorporated herein.
- 2. Delivery of Deed. Within ten (10) business days following the Effective Date hereof, Wisteria Pit shall duly execute and deliver the Deed to the CDD for recording in the Official Public Records of Clay County, Florida.
- 3. Agreement Between Wisteria Pit and Mattamy. Wisteria Pit and Mattamy agree that as of the date the Deed is recorded in the Public Records of Clay County, Florida, that certain Agreement for Purchase and Sale of Real Property dated May 20, 2022 executed by Seller and Meritage Homes of Florida, Inc. (“**Meritage**”), as purchaser (the “**Original Agreement**”), as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated effective June 13, 2022, executed by Seller and Meritage (the “**First Amendment**”), as amended and assigned to Mattamy by that certain Second Amendment to and Assignment of Agreement for Purchase and Sale of Real Property dated effective June 15, 2022 (the “**Second Amendment**”), as amended by that certain Third Amendment to Agreement

for Purchase and Sale of Real Property dated effective June 24, 2022 (the “**Third Amendment**”), as amended by that certain Fourth Amendment to Agreement for Purchase and Sale of Real Property dated effective December 7, 2022 (the “**Fourth Amendment**”), as amended by that certain Fifth Amendment to Agreement for Purchase and Sale of Real Property dated effective December 15, 2023 (the “**Fifth Amendment**”), and together with the Original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, collectively, the “**Agreement**”), shall automatically terminate and be of no further force or effect.

4. License. Notwithstanding the conveyance of the Property by Wisteria Pit to the CDD, CDD hereby grants a non-exclusive license to Wisteria Pit and its tenants, contractors, agents, and representatives to enter upon the Property and take all reasonable actions necessary to cause the Permit to be closed out, which license shall continue until the close out of the Permit.

5. CDD’s Right of Reconveyance. The Parties agree that, in the event the Permit is not closed within one (1) year following the recording of the Deed in the Official Public Records of Clay County, Florida, then the CDD has the right to convey the Property back to Wisteria Pit, and Wisteria Pit must accept such conveyance of the Property from the CDD (the “**Reconveyance Right**”) within five (5) business days of notice of such conveyance, so long as the following conditions are satisfied as of the time of the reconveyance of the Property by the CDD to Wisteria Pit (and such adverse conditions were not caused by Wisteria Pit, LLC, in which case the below conditions shall not release Wisteria Pit of its obligations to accept such conveyance):

(a) the CDD has, within thirty (30) calendar days following the one-year anniversary of the recording of the Deed in the Official Public Records of Clay County, Florida, delivered written notice (the “**Reconveyance Notice**”) to Wisteria Pit that the CDD is electing to exercise the Reconveyance Right, together with a duly executed special warranty deed in the same form and substance as the Deed attached as **Exhibit A** hereto (provided the CDD shall be listed as the “Grantor” thereon and Wisteria Pit shall be listed as the “Grantee” thereon);

(b) the Permit has not been closed;

(c) the Property is free and clear of all liens, leases, and encumbrances except for those set forth on Exhibit B to the Deed attached hereto as **Exhibit A**;

(d) there is no adverse material change to the physical condition of the Property following the Effective Date of the Deed, excepting any changes to the physical condition of the Property caused by Wisteria Pit or its tenants, contractors, agents, and representatives and customary wear and tear;

(e) there is no ongoing or pending litigation affecting the Property, except relating to the Permit;

(f) there are no environmental issues affecting the Property that do not exist as of the date the Deed is recorded in the Public Records of Clay County, Florida; and

(g) there are no violations or open permits affecting the Property, other than the Permit.

6. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and permitted assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties, and each of which shall be deemed an original,

but all of which together shall constitute one and the same document. Counterpart signature pages transmitted by fax or e-mail shall be deemed to be originals for all purposes.

{Signature pages follow}

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused this Agreement to be duly executed effective as of the Effective Date set forth above.

WISTERIA PIT:

WISTERIA PIT, LLC, a Florida limited liability company

By: 

Name: Lewis Levi Ritter IV

Its: Manager

MATTAMY:

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

By: 
Name: CLIFF NELSON
Its: V.P.

CDD:

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of special-
purpose government established pursuant to Chapter
190, *Florida Statutes*

By: _____

Name: _____

Its: _____


T. J. Smith
CHAIRMAN

Exhibit A

The Deed

(See Attached)

PREPARED BY AND RETURN TO:

Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301

Parcel ID Nos.
23-05-25-010101-016-00; 23-05-25-010101-000-00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this “**Deed**”) is executed as of this 23rd day of January, 2025, by **WISTERIA PIT, LLC**, a Florida limited liability company, with a mailing address of 8833 Perimeter Park Blvd., Jacksonville, FL 32216 (collectively, hereinafter called the “**Grantor**”), in favor of **LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT**, 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 (hereinafter called the “**Grantee**”).

[Wherever used herein, the terms “**grantor**” and “**grantee**” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Clay County, Florida, further described at **Exhibit A** attached hereto (the “**Property**”).

SUBJECT TO taxes and assessments for the current year, and those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the “**Permitted Exceptions**”), provided, however, this reference shall not serve to reimpose the same;

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

Grantor represents that Grantor has complied with the requirements of Section 196.295, Florida Statutes. Grantor agrees and covenants that it has not and shall not grant or exercise any rights that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

Grantor hereby reserves, for itself and its successors and assigns, and hereby grants to HOLSTEIN COMMERCIAL, LLC, a Florida limited liability company and its successors and assigns (collectively, "HC"), a perpetual, non-exclusive right and easement to drain water, including surface and stormwater, onto, over, and through the Property in connection with the use, development, and/or operation of the adjacent or nearby lands currently owned by Grantor or HC, currently assigned Clay County Tax Parcel No. 23-05-25-010101-015-00 (the "**Benefitted Property**"). Such drainage shall be designed, constructed, and maintained by Grantor or HC, as applicable, in compliance with all applicable laws, regulations, and permitting requirements. This reservation of drainage easement and rights shall run with the land and bind the Property and benefit the Benefitted Property in perpetuity, and shall not be deemed to impose any obligation on Grantor or HC to maintain or repair drainage facilities located on the Property unless expressly required by applicable law or a separate agreement. Grantee agrees to cooperate with Grantor and HC to facilitate the exercise of this reserved drainage right, provided such cooperation does not impose any material burden or expense on Grantee without prior written consent. This reservation of drainage rights shall survive the delivery and recording of this deed and shall be binding upon Grantee, its successors, and assigns, and all future owners of the Property. Nothing in the foregoing will be construed to allow Grantor to expand the drainage rights herein conferred to any other person or property without the express written consent of the Grantee. Notwithstanding anything to the contrary herein, by accepting this Deed, Grantee covenants and agrees to promptly, upon request by HC, grant perpetual, non-exclusive easements to Clay County, Florida, and any applicable public utility companies, on commercially reasonable terms that includes a reasonable cost share agreement as determined by the Grantee's Engineer and Methodology Consultant, for the drainage of water, including surface and stormwater, onto, over, and through the Property, and this covenant shall run with the land and bind the Property in perpetuity. Nothing herein will be construed as a representation by the Grantee that the Property is constructed or designed for the drainage herein contemplated, and any grant is subject to all applicable permitting, design and construction standards at no cost to the Grantee.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Special Warranty Deed to be executed as of the day and year first written above.

Signed, Sealed, and Delivered
In the Presence of:

WITNESS 1:

Print Name: Matthew Drawdy

Print Address: 1617 San Marco Blvd
Jacksonville, FL 32207

WITNESS 2:

Print Name: Jessica Gibson

Print Address: 1617 San Marco Blvd
Jacksonville, FL 32207

GRANTOR:

WISTERIA PIT, LLC, a Florida limited liability company

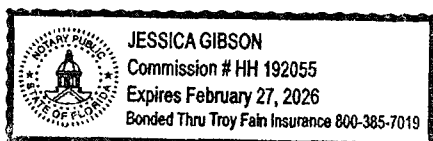
By: [Signature]
Name: Lewis Levi Ritter IV
Its: Manager

Address:
8833 Perimeter Park Blvd.
Jacksonville, FL 32216

STATE OF Florida)
) ss:
COUNTY OF Duval)

The foregoing instrument was executed and acknowledged before me by means of ☒ physical presence or ☐ online notarization on the 15th day of January, 2025, by Lewis Levi Ritter IV, as the Manager of WISTERIA PIT, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Notary Public, State and County Aforesaid
Name: Jessica Gibson
My Commission Expires: 2/27/2026
My Commission Number is: HH 192055

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 23rd day of January, 2025.

Signed, sealed and delivered
in the presence of:

Witnesses:

Claire Middle
Name: Claire Middle
Address: 10375 CENTURION PARKWAY N
Suite 410 JACKSONVILLE FL 32256

John Turansky
Name: JOHN TURANSKY
Address: 10375 CENTURION PARKWAY N
STE 410 JACKSONVILLE FL 32256

**LAKES AT BELLA LAGO COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

[Signature]
Chair/Vice Chairman, Board of Supervisors

Address:
c/o Wrathell Hunt & Associates, LLC,
2300 Glades Road, Suite 410W,
Boca Raton, FL 33481

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of January, 2025, by DS SMITH, as Chair/Vice Chairman of the Board of Supervisors of the Lakes at Bella Lago Community Development District, who ☒ is personally known to me or ☐ has produced as identification.



JARRETT O'LEARY
Notary Public
State of Florida
Commission # HH423526
Expires 7/19/2027

[Signature]
(Official Notary Signature)

Name: Jarrett O'Leary
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

EXHIBIT A**Legal Description of the Property****PARCEL 1 - PIT PARCEL:**

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89°50'00" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 26, A DISTANCE OF 428.36 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED AS PARCEL 180, PART "A" AND RECORDED IN OFFICIAL RECORDS BOOK 4074, PAGE 2039, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 14,552.00 FEET; THENCE NORTHERLY, ALONG SAID EASTERLY LINE, THE FOLLOWING THREE COURSES AND DISTANCES: COURSE 1: ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°57'50", AN ARC DISTANCE OF 752.74 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 00°11'14" EAST, 752.66 FEET TO THE POINT OF TANGENCY; COURSE 2: NORTH 01°40'09" EAST, A DISTANCE OF 5926.19 FEET; COURSE 3: NORTH 02°25'09" EAST, A DISTANCE OF 431.53 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 739-B (AN 80 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 71523-2601); THENCE SOUTH 89°25'37" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 806.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1472.39 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°38'19", AN ARC DISTANCE OF 556.07 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°45'14" EAST, 552.77 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3694, PAGE 15, OF SAID PUBLIC RECORDS; THENCE SOUTH 17°51'05" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 1067.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY, ALONG SAID EASTERLY LINE, THE FOLLOWING THREE COURSES AND DISTANCES: COURSE 1: SOUTH 17°51'05" EAST, A DISTANCE OF 1041.68 FEET, COURSE 2: SOUTH 51°19'48" EAST, A DISTANCE OF 1752.07 FEET; COURSE 3: SOUTH 37°26'20" WEST, A DISTANCE OF 736.83 FEET; THENCE NORTH 51°19'48" WEST, A DISTANCE OF 460.16 FEET; THENCE SOUTH 68°42'10" WEST, A DISTANCE OF 135.07 FEET; THENCE NORTH 70°19'45" WEST, A DISTANCE OF 460.63 FEET; THENCE NORTH 29°51'13" WEST, A DISTANCE OF 226.28 FEET; THENCE NORTH 89°25'37" WEST, A DISTANCE OF 675.46 FEET; THENCE NORTH 43°52'07" WEST, A DISTANCE OF 302.69 FEET; THENCE NORTH 14°16'20" WEST, A DISTANCE OF 669.04 FEET; THENCE NORTH 30°28'14" WEST, A DISTANCE OF 437.65 FEET; THENCE NORTH 09°16'49" WEST, A DISTANCE OF 373.50 FEET; THENCE NORTH 35°18'09" EAST, A DISTANCE OF 576.25 FEET; THENCE SOUTH 89°25'37" EAST, A DISTANCE OF 791.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4622, PAGE 1026 (ROAD F), PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL 2 - WETLAND STRIP:

A PORTION OF SECTIONS 23 AND 26, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA AND ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3694, PAGE 15 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID SECTION 23, TOWNSHIP 5 SOUTH, RANGE 25 EAST AND THENCE RUN NORTH 01°45'21" EAST, ALONG THE WESTERLY LINE OF SAID SECTION 23, A DISTANCE OF 1649.45 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 739-B (ALSO KNOWN AS SANDRIDGE ROAD, AN 80' RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION #71523-2601); THENCE NORTH 89°34'28" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.17 FEET TO A POINT OF INTERSECTION; THENCE SOUTH 89°25'32" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 379.48 TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-

WAY LINE OF STATE ROAD No. 23 (A VARIABLE WIDTH RIGHT-OF-WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION #71493); THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 02°30'54" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 23, A DISTANCE OF 433.23 FEET TO A POINT OF INTERSECTION; THENCE SOUTH 01°45'54" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1665.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 88°15'01" EAST, A DISTANCE OF 119.06 TO A NON-TANGENT INTERSECTION WITH THE ARC OF A CURVE BEING CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 31°21'16", AN ARC DISTANCE OF 295.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°37'31 " EAST, 291.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°18'09" EAST, A DISTANCE OF 593.62 FEET; THENCE SOUTH 54°41'51" EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 09°17'09" EAST, A DISTANCE OF 373.73 FEET; THENCE SOUTH 30°29'28" EAST, A DISTANCE OF 437.65 FEET; THENCE SOUTH 14°17'34" EAST, A DISTANCE OF 669.04 FEET; THENCE SOUTH 43°53'21" EAST, A DISTANCE OF 302.69 FEET; THENCE SOUTH 89°26'51" EAST, A DISTANCE OF 675.46 FEET; THENCE SOUTH 29°52'27" EAST, A DISTANCE OF 226.28 FEET; THENCE SOUTH 70°20'59" EAST, A DISTANCE OF 460.63 FEET; THENCE NORTH 68°40'56" EAST, A DISTANCE OF 135.07 FEET; THENCE SOUTH 51°21'02" EAST, A DISTANCE OF 399.09 FEET; THENCE SOUTH 37°24'52" WEST; A DISTANCE OF 71.80 FEET; THENCE NORTH 77°46'48" WEST, A DISTANCE OF 1699.37 FEET; THENCE NORTH 34°12'50" WEST, A DISTANCE OF 721.03 FEET; THENCE NORTH 54°47'53" EAST, A DISTANCE OF 106.49 FEET TO A NON-TANGENT INTERSECTION WITH THE ARC OF A CURVE BEING CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 30°16'47", AN ARC DISTANCE OF 116.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°05'52" WEST, 114.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°26'36" WEST, A DISTANCE OF 177.07 FEET; THENCE SOUTH 44°54'24" WEST, A DISTANCE OF 143.87 FEET; THENCE NORTH 39°25'20" WEST, A DISTANCE OF 710.23 FEET; THENCE NORTH 35°18'09" EAST, A DISTANCE OF 593.62 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4765, PAGE 1480 (AMENITY PARCEL), PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2025 and subsequent years.
2. Assignment and Conveyance of Easements and Conveyance of Facilities recorded in Official Records Book 756, Page 400 and Subordination of Utility Interests recorded in Official Records Book 4051, Page 2138
3. Easement Agreement as recorded in Official Records Book 3694, Page 40.
4. Developer Agreement recorded in Official Records Book 3802, Page 1296.
5. Perpetual Easements as set forth in Order of Taking recorded in Official Records Book 4074, Page 2039.
6. Fair Share Agreement recorded in Official Records Book 3949, Page 1554 and Subordination Agreement recorded in Official Records Book 4074, Page 155.
7. Grant of Easement recorded in Official Records Book 4314, Page 599.
8. Terms and Conditions set forth in that Unrecorded Agreement between Sacyr Construcccion SA, Inc. and Wisteria Pit LLC, dated February 22, 2023.
9. Terms and Conditions as set forth in Development Agreement and Grant of Easements recorded in Official Records Book 4622, Page 1074.
10. Developer Agreement recorded in Official Records Book 4655, Page 638.
11. Right of Way Easement recorded in Official Records Book 4781, Page 651.
12. Grant of Easement recorded in Official Records Book 4782, Page 965.
13. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements, as tenants only.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

AQUATIC MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 26 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 of 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.

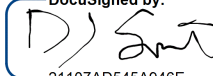
30. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute 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.

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**

DocuSigned by:

21107AD545A946E...

By: DJ Smith

Chairperson/Vice Chairperson

**SOLITUDE LAKE MANAGEMENT,
LLC**

Trina L. Duncan

By: Trina L. Duncan

Its: Business Manager

08/09/2024

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

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

By: 1. J. Smith
Chairperson/Vice Chairperson

By: _____
Its: _____

11

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

[See following pages]



SÖLITUDE SERVICE QUOTE

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

By: **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)

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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 SOLitude 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

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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.

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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.

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The Lakes at Bella Lago- site map

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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

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LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

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

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 249,447	\$ -	\$ -	\$ 249,447
Investments				
Revenue	-	315,944	-	315,944
Reserve	-	277,446	-	277,446
Prepayment	-	32,664	-	32,664
Capitalized interest	-	11,916	-	11,916
Construction	-	-	69,445	69,445
Due from Landowner	76,186	-	-	76,186
Due from general fund	-	241,776	-	241,776
Deposit	3,065	-	-	3,065
Total assets	<u>328,698</u>	<u>879,746</u>	<u>69,445</u>	<u>1,277,889</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 68,290	\$ -	\$ -	\$ 68,290
Due to Landowner	-	11,039	1,043	12,082
Due to Meritage Homes	3,833	-	-	3,833
Due to debt service fund	241,776	-	-	241,776
Landowner advance	11,000	-	-	11,000
Total liabilities	<u>324,899</u>	<u>11,039</u>	<u>1,043</u>	<u>336,981</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	76,186	-	-	76,186
Unearned revenue	-	149,500	-	149,500
Total deferred inflows of resources	<u>76,186</u>	<u>149,500</u>	<u>-</u>	<u>225,686</u>
Fund balances:				
Restricted for:				
Debt service	-	719,207	-	719,207
Capital projects	-	-	68,402	68,402
Unassigned	(72,387)	-	-	(72,387)
Total fund balances	<u>(72,387)</u>	<u>719,207</u>	<u>68,402</u>	<u>715,222</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 328,698</u>	<u>\$ 879,746</u>	<u>\$ 69,445</u>	<u>\$ 1,277,889</u>
Total liabilities and fund balances	<u>\$ 328,698</u>	<u>\$ 879,746</u>	<u>\$ 69,445</u>	<u>\$ 1,277,889</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 5,058	\$ 5,058	\$ 561,711	1%
Total revenues	5,058	5,058	561,711	1%
EXPENDITURES				
Professional & administrative				
Supervisor' fees	-	-	2,400	0%
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	8,982	8,982	25,000	36%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	250	1,000	25%
Trustee*	-	8,493	5,500	154%
Telephone	16	50	200	25%
Postage	-	9	500	2%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	89	273	750	36%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	13,212	35,557	100,190	35%
Field Operations				
Landscape maintenance				
Maintenance contract	-	-	154,000	0%
Plant replacement	-	-	7,500	0%
Repair/maintenance/pressure washing	-	-	2,500	0%
Electric	-	-	400	0%
Stormwater management	-	-	5,196	0%
Field operations management	-	-	12,500	0%
On-site management	13,957	37,846	-	N/A
Repairs & supplies				
Irrigation-repair	-	-	5,000	0%
Utilities				
Electricity-irrigation	353	353	18,000	2%
Road signage repair	-	-	3,000	0%
Total field operations	14,310	38,199	208,096	18%
Amenity center				
Internet & cable	-	-	9,566	0%
Electric	-	-	65,000	0%
Potable water	-	-	5,000	0%
Reclaim water	-	-	45,000	0%
Trash removal	-	-	2,916	0%
Facility management	-	-	22,500	0%
Landscape seasonal (annuals & pine straw)	-	-	5,500	0%

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

	Current Month	Year to Date	Budget	% of Budget
Landscape contingency	-	-	5,500	0%
Pool repairs	-	-	7,000	0%
Pool chemicals	-	-	18,000	0%
Janitorial services	-	-	4,500	0%
Janatorial supplies	-	-	1,500	0%
Facilty maintenance	-	-	6,000	0%
Holiday decorations	-	-	12,666	0%
Office supplies	-	-	1,000	0%
Property insurance	-	-	40,000	0%
Total amenity center	-	-	251,648	0%
Total field operations	14,310	38,199	459,744	8%
Total expenditures	27,522	73,756	768,030	10%
Excess/(deficiency) of revenues over/(under) expenditures	(22,464)	(68,698)	(206,319)	
Fund balances - beginning	(49,923)	(3,689)	-	
Fund balances - ending	<u>\$ (72,387)</u>	<u>\$ (72,387)</u>	<u>\$ (206,319)</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 DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ 246,710	\$ 256,827
Assessment prepayments	151,417	151,417
Interest	1,155	5,362
Total revenues	<u>399,282</u>	<u>413,606</u>
EXPENDITURES		
Debt service		
Interest	-	222,575
Tax collector	4,934	5,137
Total expenditures	<u>4,934</u>	<u>227,712</u>
Excess/(deficiency) of revenues over/(under) expenditures	394,348	185,894
Fund balances - beginning	<u>324,859</u>	<u>533,313</u>
Fund balances - ending	<u><u>\$ 719,207</u></u>	<u><u>\$ 719,207</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 DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 246	\$ 769
Total revenues	<u>246</u>	<u>769</u>
EXPENDITURES		
Excess/(deficiency) of revenues over/(under) expenditures	246	769
Fund balances - beginning	68,156	67,633
Fund balances - ending	<u>\$ 68,402</u>	<u>\$ 68,402</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 on July 31, 2024 at 10:00 a.m., at the Holiday Inn and Suites, 620 Wells Rd, Orange Park, Florida 32073.

Present at the meeting were:

D.J. Smith	Chair
Martha Schiffer	Vice Chair
Rose Bock	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Jennifer Kilinski	District Counsel
Mary Grace (via telephone)	Kilinski I Van Wyk
Dan Fagen (via telephone)	Vesta
Jarrett O'Leary	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:04 a.m.

Supervisors Smith, Schiffer and Bock were present. Supervisor Germino was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consider Appointment of Jarrett O'Leary to Fill Unexpired Term of Seat 2; Term Expires November 2026

- **Administration of Oath of Office (the following will also be provided in a separate package)**

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Jarrett O'Leary.

It was noted that Mr. O'Leary is familiar with the following:

- A. **Required Ethics Training and Disclosure Filing**
 - **Sample Form 1 2023/Instructions**
- B. **Membership, Obligation and Responsibilities**
- C. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- D. **Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-12,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Mr. Torres presented Resolution 2024-12.

Ms. Schiffer nominated the following:

Jarrett O'Leary	Assistant Secretary
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No other nominations were made.

This Resolution removes the following from the Board:

Drew Ingoldsby	Assistant Secretary
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The following prior appointments by the Board remain unaffected by this Resolution:

D. J. Smith	Chair
Martha Schiffer	Vice Chair
Megan Germino	Assistant Secretary
Rose Bock	Assistant Secretary
Craig Wrathell	Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer
Ernesto Torres	Assistant Secretary

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, Resolution 2024-12, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

**Consideration of Modification to FY2025
Proposed Assessments and Amendment to
Budget and Assessment Resolution****A. Resolution 2024-15, Amended Annual Appropriation Resolution of the Lakes at Bella
Lago Community Development District Relating to the Annual Appropriations and
Adopting the Amended Budget for the Fiscal Year Beginning October 1, 2024, and
Ending September 30, 2025; Authorizing Further Budget Amendments; and Providing
an Effective Date**

Mr. Torres noted there will be one motion for both Resolutions 2024-15 and 2024-16.

Ms. Kilinski stated the Fiscal Year 2025 budget appropriation and assessment public hearings were held at the last meeting but, since then, there were some discussions with Mattamy and Meritage about the assessment levels and the collection schedules that were adopted at the prior meeting. She stated that amending the Fiscal Year 2025 budget was proposed. The budget amounts will remain the same; the change is related to implementing a pay-as-you-go approach. This Resolution will essentially re-appropriate the revenues; the expenditures will remain the same but the revenues will now be secured via a Developer Funding Agreement.

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, Resolution 2024-15, Amended Annual Appropriation Resolution of the Lakes at Bella Lago Community Development District Relating to the Annual Appropriations and Adopting the Amended Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Further Budget Amendments; and Providing an Effective Date, was adopted.

**B. Resolution 2024-16, Amended Resolution of the Board of Supervisors of the Lakes at
Bella Lago Community Development District Confirming a Prior Determination of
Benefit and Providing for the Collection and Enforcement of Debt Service Special
Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an
Amended Assessment Roll; Providing for Further Amendments to the Assessment Roll;
Providing a Severability Clause; and Providing an Effective Date**

Ms. Kilinski stated Resolution 2024-16 will amend the collection schedule in two ways; one, to reflect that O&M assessments will not be certified for collection on the tax roll or for direct collection and will instead be funded through the Developer Funding Agreement. Secondly,

the collection schedule will reflect direct-collect debt assessments for off-roll property that is not platted and it will certify for collection debt assessments on platted property pursuant to the CDD's Indenture. These changes will be reflected in the assessment roll certified in Clay County.

Asked if this is a better collection method, in this situation, Ms. Kilinski replied affirmatively.

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, Resolution 2024-16, Amended Resolution of the Board of Supervisors of the Lakes at Bella Lago Community Development District Confirming a Prior Determination of Benefit and Providing for the Collection and Enforcement of Debt Service Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Amended Assessment Roll; Providing for Further Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

C. Fiscal Year 2025 Funding Agreement

Mr. Torres presented the Fiscal Year 2025 Funding Agreement between the CDD and Mattamy Jacksonville, LLC.

On MOTION by Ms. Schiffer and seconded by Ms. Bock, with all in favor, the Fiscal Year 2025 Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS

**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

Ms. Kilinski presented Resolution 2024-11 and stated that this is a carry-over item from the last meeting. She asked if the request to amend the boundary to include 20 additional acres and to start that process with Clay County was discussed with the Developer. Mr. Smith stated it was discussed and approved.

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, 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, was adopted.

B. Boundary Amendment Funding Agreement

Ms. Kilinski presented the Boundary Amendment Funding Agreement between the CDD and Meritage Homes of Florida, Inc.

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, the Boundary Amendment Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-13, 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

Mr. Torres presented Resolution 2024-13. The following changes were made to the Fiscal Year 2025 Meeting Schedule:

DATES: Delete November and December 2024 meetings

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, Resolution 2024-13, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates

Mr. Torres presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2024-14,
Hereby Accepting the Audited Annual
Financial Report for the Fiscal Year Ended
September 30, 2023

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor,
Resolution 2024-14, Hereby Accepting the Audited Annual Financial Report for
the Fiscal Year Ended September 30, 2023, was adopted.

TENTH ORDER OF BUSINESS

Consideration of Goals and Objectives
Memorandum and Implementation

Ms. Kilinski presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually. District Counsel and District Management collaborated to develop goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. She recommended approval of the Performance Measures/Standards & Annual Reporting Form which sets forth how the CDD will meet the goals.

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, the
Goals and Objectives and the Performance Measures/Standards & Annual
Reporting Form, were approved.

ELEVENTH 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.

TWELFTH 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.

THIRTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of June 30, 2024

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, the
Unaudited Financial Statements as of June 30, 2024, were accepted.

FOURTEENTH ORDER OF BUSINESS

Approval of June 26, 2024 Public Hearings
and Regular Meeting Minutes

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, the
June 26, 2024 Public Hearings and Regular Meeting Minutes, as presented, were
approved.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk, PLLC

Ms. Kilinski reminded the Board Members to complete the required four hours of ethics
training by December 31, 2024.

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

There was no report.

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

- NEXT MEETING DATE: August 27, 2024

- QUORUM CHECK

The August 27, 2024 meeting will be cancelled.

SIXTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

SEVENTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, the
meeting adjourned at 10:23 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Holiday Inn & Suites, 620 Wells Road, Orange Park, Florida 32073</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2024 CANCELED	Regular Meeting	10:00 AM
November 14, 2024 CANCELED	Special Meeting	10:00 AM
January 28, 2025	Regular Meeting	10:00 AM
February 25, 2025	Regular Meeting	10:00 AM
March 25, 2025	Regular Meeting	10:00 AM
April 22, 2025	Regular Meeting	10:00 AM
May 27, 2025	Regular Meeting	10:00 AM
June 24, 2025	Regular Meeting	10:00 AM
July 22, 2025	Regular Meeting	10:00 AM
August 26, 2025	Regular Meeting	10:00 AM
September 23, 2025	Regular Meeting	10:00 AM