## Bella Tara Community Development District

Agenda

March 26, 2024

# AGENDA

## Bella Tara

## Community Development District

219 E. Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

March 19, 2024

Board of Supervisors Bella Tara Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Bella Tara Community Development District will be held **Tuesday**, **March 26**, **2024 at 1:00 p.m. at the Hart Memorial Central Library**, **Room 120**, **211 E. Dakin Avenue**, **Kissimmee**, **Florida**. Following is the advance agenda for the regular meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the October 24, 2023 Meeting
- 4. Consideration of Notice of Release of Liens and Agreement for School District of Osceola County, Florida Property
- 5. Consideration of Assignment & City of St. Cloud Interlocal Agreement and Petitioner's Agreement
- 6. Consideration of Underwriting Agreement & G-17 Disclosure Letter from FMSBonds, Inc.
- 7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Requests #9 #13
- 8. Other Business
- 9. Supervisor's Requests
- 10. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

George S. Flint

George S. Flint District Manager

Cc: Jere Earlywine, District Counsel Christina Baxter, District Engineer

**Enclosures** 

# **MINUTES**

## MINUTES OF MEETING BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bella Tara Community Development District was held Tuesday, October 24, 2023 at 1:00 p.m. at the Hart Memorial Central Library, Room 120, 211 E. Dakin Avenue, Kissimmee, Florida.

Present and constituting a quorum were:

Ernesto Mitsumasu Chairman
Craig Perry Vice Chairman
Dean Perry Assistant Secretary

Also present were:

George Flint District Manager
Jere Earlywine by phone District Counsel
Christy Baxter by phone District Engineer

## FIRST ORDER OF BUSINESS

### **Roll Call**

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum.

#### SECOND ORDER OF BUSINESS

#### **Public Comment**

There being no comments, the next item followed.

### THIRD ORDER OF BUSINESS

## Approval of the Minutes of the August 22, 2023 Meeting

Mr. Flint presented the minutes from the August 22, 2023 meeting. He asked if the Board had the opportunity to review the minutes. Mr. Craig Perry commented on Item D. Master Special Assessment Methodology of the minutes stating that it was not "a 24-month capitalized interest period." In response to Mr. Craig Perry's comment, Mr. Dean Perry explained that it was based on the estimate. He added that for purposes of the master report, they max up the number.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the minutes of the August 22, 2023 meeting, were approved.

### FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-01 Designating Assistant Secretary and Assistant Treasurer of the District

Mr. Flint stated that this resolution designates Rich Hans as an Assistant Secretary and Patti Powers as an Assistant Treasurer. He explained that they had previously adopted an officer resolution, but they didn't include Rich and Patti. Since the accounting was being done out of their office, this resolution allows them, for administrative efficiency, to be able to sign the checks and administer the bank account.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Resolution 2024-01 Designating Rich Hans as an Assistant Secretary and Patti Powers as an Assistant Treasurer of the District, was approved.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-02 Re-Designating District's Registered Agent and Office

Mr. Flint stated that this resolution designates the registered agent and office with the change from Wrathell to GMS. This resolution names Mr. Flint as the registered agent and his office in Orlando as the registered office.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Resolution 2024-02 Re-Designating District's Registered Agent and Office, was approved.

#### SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-03 Designating the Primary Administrative Office and Principal Headquarters of the District

Mr. Flint stated that this resolution was deferred from a prior meeting. He explained that this resolution designates the primary administrative office and the principal headquarters for purposes of having a location within Osceola County. The primary office is Mr. Flint's office at 219 East Livingston Street and the principal headquarters is in St. Cloud.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Resolution 2024-03 Designating the Primary Administrative Office and Principal Headquarters of the District, was approved.

## SEVENTH ORDER OF BUSINESS Staff Reports

#### A. Attorney

Mr. Earlywine had nothing to report.

## B. Engineer

There being no comments, the next item followed.

## C. District Manager's Report

#### i. Balance Sheet and Income Statement

Mr. Flint stated that there was a copy of the financials through September 30, 2023 included in the agenda package. There is no action required by the Board. Mr. Craig Perry asked about the Egis Insurance Advisors. He asked if Mr. Flint was familiar with them. Mr. Dean Perry responded that they do 90% of the insurance business in Florida for CDDs. Mr. Flint explained that they provide a general liability policy for the District and public officials. Mr. Craig Perry suggested that they get a copy of that because they have a primary as the developer. Mr. Flint agreed.

### ii. Ratification of Funding Request #8

Mr. Flint stated that this was transmitted to the developer under the Developer Funding Agreement. He explained that this was to fund the insurance, which was for Fiscal Year 2024, and it started on October 1<sup>st</sup> through September 30<sup>th</sup>.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Funding Request #8, was ratified.

### iii. Ratification of Fiscal Year 2024 Meeting Schedule

Mr. Flint presented the annual meeting schedule to the Board. He explained that this schedule had them meeting on the fourth Tuesday of each month at 1:00 p.m. in this location. Brief discussion ensued on the meeting schedule.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the Fiscal Year 2024 Meeting Schedule, was ratified.

## EIGHTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

## NINTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

## TENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the meeting adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman

# **SECTION IV**

This instrument was prepared by and upon recording should be returned to:	(This space reserved for Clerk)
Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301	

## BELLA TARA COMMUNITY DEVELOPMENT DISTRICT NOTICE OF RELEASE OF LIENS AND AGREEMENT

**PLEASE TAKE NOTICE** that, for so long as the property ("**Property**") described in **Exhibit A** is owned by the School District of Osceola County, Florida, a school board duly organized and existing under the laws of the State of Florida, and used for a governmental purpose, the Property shall not be subject to, and shall be:

- Exempt from any and all assessments, liens and/or taxes levied or to be levied by the Bella Tara Community Development District ("CDD"), including but not limited to operation and maintenance special assessments and/or debt special assessments to be levied pursuant to applicable Florida law, including but not limited to Chapters 170, 190, and/or 197, Florida Statutes; and
- 2. Released from those certain debt special assessments levied pursuant to the CDD's Resolutions 2023-25 and 2023-31.

Please contact the office of the District Manager at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, 407-841-5524, for further information regarding this notice.

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	S	BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
Nar Add	me:dress:	- Name:
Nar Add	me:dress:	-
STATE OF	FLORIDA DF	
т	on this day of, 20	dged before me by means of physical presence or onling the proof of the pr
notarizatio Developm	ent District, who appeared before me i	
notarizatio Developm	The state of the s	

## **EXHIBIT A**

# SECTION V

This instrument was prepared by:

Kutak Rock LLP 107 W. College Ave. Tallahassee, Florida 32301

## BELLA TARA COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT & CITY OF ST. CLOUD INTERLOCAL AGREEMENT AND PETITIONER'S AGREEMENT

THIS ASSIGNMENT & CITY OF ST. CLOUD INTERLOCAL AGREEMENT AND PETITIONER'S AGREEMENT ("City Agreement") is entered into by and among:

**City of St. Cloud, Florida** ("**City**"), a political subdivision of the State of Florida;

**Bella Tara Community Development District** ("CDD"), a special purpose unit of local government established under Chapter 190, Florida Statutes; and

Whaley Farms, LLC, the owner of one hundred percent (100%) of the real property located within the CDD ("Developer").

**WHEREAS,** at the request of Developer, and effective January 11, 2023, Osceola County, Florida ("**County**") established the CDD pursuant to Ordinance 2023-09; and

**WHEREAS,** in connection with the establishment of the CDD, the County entered into two agreements:

the Interlocal Agreement between Osceola County, Florida and the Bella Tara Community Development District regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices, between the County and the CDD, and recorded at CFN#2023063363, Book 6408, Pages 2898 et seq. ("Interlocal Agreement"); and

Petitioner's Agreement concerning the Bella Tara Community Development District, between the County and the Developer ("Petitioner's Agreement," together with the Interlocal Agreement, the "County Agreements"); and

**WHEREAS**, subsequent to establishment of the CDD, the property within the boundaries of the CDD was annexed into the boundaries of the City; and

**WHEREAS,** now that the CDD is established, the CDD desires to accept an assignment of Developer's rights and obligations under the Petitioner's Agreement, and the City desires to have the same rights that the County had against the CDD under the County Agreements;

WHEREAS, all parties are in agreement with creating such rights and obligations;

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

follows:

- **1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.
- 2. ASSIGNMENT & AGREEMENT; ADDRESSING OFFSITE ROADWAYS AND UTILITIES; ADDRESSING MAINTENANCE OF ON-SITE ROADWAYS. The parties hereby agree that (i) the rights and obligations of the Developer under the Petitioner's Agreement are assigned to, and assumed by, the CDD; and (ii) the CDD hereby agrees to accept for the City's benefit all rights and obligations of the CDD and Developer under the County Agreements, the terms of which are incorporated herein, provided, however, that such terms shall be construed under this Agreement to be in favor of the City (instead of the County), and enforceable by the City against the CDD; and (iii) the City agrees that, consistent with the establishment ordinance and Agreements, and pursuant to Section 190.012(1)(g), F.S., the CDD may undertake the installation, construction, financing of offsite roadways and utilities (for transfer upon completion of the roadways to the County, and utilities to the City, subject to their respective approvals). Further, the CDD and Developer agree that the CDD (or an applicable homeowner's association) will operate, maintain, repair and replace all on-site roadways, and the City will not have any responsibility for the on-site roadways.
- **3. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.
- **4. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shallconstitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON FOLLOWING PAGES]

## [SIGNATURE PAGE TO AGREEMENT

## CITY OF ST. CLOUD

	Ву:
	Name:
	Title:
ATTEST:	
Name:	
Title: City Clerk	
Address:	
APPROVED AS TO FORM:	
None	
Name:	
Title: City Attorney	
Address:	
STATE OF	
COUNTY OF	
The foregoing instrument wa	is acknowledged before me by means of $\square$ physical presence or $\square$
	f, 2024, by, as <u>the City Clerk</u>
	pefore me this day in person, and who is either personally known to
me, or produced	
<u> </u>	
In witness whereof, I hereun	to set my hand and official seal.
	Notary Public, State of

## [SIGNATURE PAGE TO AGREEMENT]

Witnessed:	WHALEY FARMS, LLC
	Ву: Name:
Print Name:	Title:
Address:	
Print Name:	
Print Name:	
STATE OF	
COUNTY OF	
	efore me by means of $\square$ physical presence or $\square$ online
of Whaley Farms, LI	LC, who appeared before me this day in person, and who
is either personally known to me, or produced	as identification.
	NOTARY PUBLIC, STATE OF FLORIDA
	Name:
	(Name of Notary Public, Printed, Stamped or Typed
	as Commissioned)

## [SIGNATURE PAGE TO AGREEMENT]

Witnessed:	BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
	Ву:
Print Name:	Name:
Address:	Title:
Print Name:	
Address:	
STATE OF	
COUNTY OF	
notarization, this day of of Bella Tara C	d before me by means of $\Box$ physical presence or $\Box$ online, 2024, by
this day in person, and who is either persona identification.	lly known to me, or produced as
	NOTARY PUBLIC, STATE OF FLORIDA
	Name:
	(Name of Notary Public, Printed, Stamped or Typed
	as Commissioned)





CFN 2023063363
Bk 6408 Pss 2898-2905 (8 Pss)
DATE: 05/17/2023 03:35:22 PM
KELVIN SOTO, ESQ., CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$0.00

Kutak Rock, LLP 107 West College Avenue Tallahassee, Florida 32301

# INTERLOCAL AGREEMENT BETWEEN OSCEOLA COUNTY, FLORIDA AND THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT REGARDING THE EXERCISE OF POWERS AND COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of \_\_\_\_\_\_\_, 2023, is entered into by and between Osceola County, Florida (the "County"), a political subdivision of the State of Florida and the Bella Tara Community Development District (the "District"), a community development district created pursuant to the provisions of Chapter 190, Florida Statutes, with its District Manager being Craig Wrathell, with offices located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

## **RECITAL:**

WHEREAS, Whaley Farms, LLC, a Florida limited liability company (the "Petitioner"), did file with the County on June 17, 2022, a petition (the "Petition") pursuant to the Act (as defined herein) to establish the Bella Tara Community Development District on real property located in Osceola County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the "County Board"), on January 9, 2023, granted the Petition; and

WHEREAS, on January 11, 2023 concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. 2023-09 (the "Ordinance") establishing the Bella Tara Community Development District (the "District"); and

**WHEREAS,** the District consists of that real property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District is an independent special district and a local unit of specialpurpose government which is created pursuant to the Act, and is limited to the performance of those specialized functions authorized by the Act and the Ordinance; and WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1), Florida Statutes, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of lie District; and

WHEREAS, in accordance with the Act, the County has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(2)(d) and 190.012(2)(f), Florida Statutes, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board, after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing; and

WHEREAS, Petitioner has presented this Interlocal Agreement to the District Board (as defined herein) for approval; and

**WHEREAS,** it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost-effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

#### **ARTICLE I - INTRODUCTION**

<u>Section 1.01.</u> Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

<u>Section 1.02. Recitals and Exhibits.</u> The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

<u>Section 1.03. Authority to Contract.</u> The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

<u>Section 1.04. Definitions.</u> The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

"District Board" means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

"Capital Assessments" means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022, Florida Statutes, respectively.

"Act" means the "Uniform Community Development District Act of 1980" codified in Chapter 190, Florida Statutes, as amended from time to time.

"Parcel" means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

#### **ARTICLE II - DISTRICT POWERS**

### Section 2.01. Exercise of Powers.

- A. Powers. The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(1), 190.102(2)(a), 190.012(2)(d) and 190.012(2)(f), Florida Statutes.
- B. Acknowledgment of Powers. The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b), 190.012(2)(c) and 190.012(2)(e), Florida Statutes, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

#### **ARTICLE III - ENHANCED DISCLOSURE AND NOTICE**

Section 3.01. Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, Florida Statutes, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a "Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments" and a "Notice of Lien," (or similar notices) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District Notice of Public Financing This Interlocal Agreement

Section 3.02. Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), Florida Statutes, the District hereby agrees to publish in a newspaper that meets the requirements of the Act once a year a notice of District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("District Meeting Schedule"), which notice shall designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as required by State Statutes.

## ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County shall notify the District that the County intends to elect to designate an individual within County staff (the "CDD Coordinator") as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail ("email"), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County:

If to the District: With Copy to:

**County Attorney** 

County Administration Building 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741

Bella Tara Community Development District

c/o Wrathell, Hunt & Associates 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Jere Earlywine, District Counsel

107 College Avenue

Tallahassee, Florida 32301

<u>Section 4.02. Binding Effect.</u> This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

<u>Section 4.03. Filing and Recording.</u> The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.

<u>Section 4.04. Applicable Law and Venue.</u> This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

<u>Section 4.05. Entire Agreement.</u> This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

Section 4.06. Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with the additional notice requirement set forth in Section 3.02 hereof for its annual budget hearing to be considered effective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

<u>Section 4.07. Effective Date.</u> This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

	Board of County Commissioners of Osceola County, Florida
	By:
	Name: <u>(Neryl C. GNEb</u> Title: <u>Vice - Chairwanan</u>
ATTEST:	
1 (F.	
Name: Augi ani Esanora	
Name: Augicani Espanza Title: My Clerk of the Boord	
Interlocal Agreement	
STATE OF FLORIDA COUNTY OF OSCERED	
The foregoing instrument was	acknowledged before me by means of Sphysical presence ay of May, 2023, by Cheryl Corieb, as
ice- <u>Chairwoman</u> of <u>Uscerla Cour</u>	on its behalf. SHe 📝 is personally known to
me or [] produced	as identification.
	/ flesia Rista
S NOCE Y PUBLIC	Notary Pulyic, State of Florida
State of Florida Commit HH150277	
Fxpires 7/10/2025	

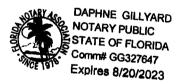
#### SIGNATURE PAGE TO INTERLOCAL AGREEMENT

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

y:	<del></del>	
lame: itle:	Érnest Mitsumasu Chair	
	lame: _	lame: Érnest Mitsumasu

STATE OF FLORIDA
COUNTY OF Falm Beach

The foregoing instrur or O online notarization, the Secretary of Bella To me or [] produced	nent was acknowl nis 30 <sup>th</sup> day of i.ra Community i	ledged before me by mea APland 2023, by Develoon its behalf. He [ as identific	is personally known to
	$\circ$	•	





This instrument prepared by and return to:

KE LAW GROUP, PLLC P.O. Box 6386 Tallahassee, Florida 32314

# PETITIONER'S AGREEMENT CONCERNING THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

THIS PETITIONER'S AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Osceola County, a political subdivision of the State of Florida (the "County") and Whaley Farms, LLC, a Florida limited liability company (the "Petitioner" and "Landowner").

#### RECITALS

WHEREAS, the Petitioner has filed a petition pursuant to Chapter 190, Florida Statutes (2020), with the County to establish a community development district (the "Petition") to be known as Bella Tara Community Development District (the "District") in order to finance certain community development services and facilities; and

**WHEREAS**, Whaley Farms, LLC, is the owner of one hundred percent (100%) of the real property located within Osceola County, Florida, to be included in the District (the "**Property**"); and

WHEREAS, the Property is governed by that certain approved Concept Plan (CP) CP21-00007, approved by the County Development Review Committee on October 20, 2021; and

**WHEREAS**, the Property is further governed by that certain approved Preliminary Subdivision Plan (PSP) PS21-00027, by the Board of County Commissioners on November 15, 2021; and

WHEREAS, the County seeks evidence to provide for a legislative determination called for in section 190.005(e)(4), Florida Statutes, that the District is the best alternative for delivering community development services and facilities to the area that will be served by the District through an acknowledgment of Petitioner's commitment to provide the District with enhanced infrastructure that exceeds the County's Land Development Code; and

WHEREAS, the Petitioner plans to construct and maintain certain facilities at a higher standard than the County's minimum standards within the Property, which will include: (1) entry feature, recreation centers and hardscape element enhancements; (2) on and offsite roads that includes bike lanes, parallel parking, enhanced median, open space and parkway landscaping; (3) linear parks, trail system, and open spaces; (4) stormwater management lakes and ponds; and

(5) master utilities including water, wastewater and reuse (together, the "Bella Tara Enhancements"); and

**WHEREAS,** the Petitioner is in the process of applying for permits relating to stormwater infrastructure which is anticipated to be owned and maintained by the District upon completion of construction, for ongoing governmental operation and maintenance, including South Florida Water Management District (the "**SFWMD**") permits; and

**WHEREAS**, the Petitioner will design, permit, and construct the enhancements by the Bella Tara Community Development District (the "**District**") pursuant to the terms and conditions further provided for herein; and

WHEREAS, the County has determined that the Bella Tara Enhancements will provide community development services and facilities that serve a proper public benefit; is consistent with and will further the goals, objectives, and policies of the Osceola County Comprehensive Plan; and is consistent with the County's Land Development Code; and

WHEREAS, upon its creation, the initial Board of Supervisors for the District (the "Board") shall consider an interlocal agreement between itself and the County (the "Interlocal Agreement"), the form of which is attached as "Exhibit B" hereto; and

**WHEREAS,** the County agrees on the terms of an agreement for use as the Interlocal Agreement, which the Petitioner agrees to recommend the Board's approval of and to facilitate the Board's consideration of; and

**WHEREAS,** in accordance with the Florida Local Government Development Agreement Act, section 163.3220, *Florida Statutes*, et. seq. (the "**Act**"), the County is authorized to enter into this Agreement; and

**WHEREAS,** the parties have entered into and concluded negotiations for this Agreement in order to set forth the rights and obligations of the parties with respect to the future development of the Property, which negotiations have resulted in this Agreement; and

**WHEREAS**, the Petitioner and Landowner have approved this Agreement and have authorized and directed certain individuals to execute this Agreement on behalf of each respective entity; and

**Now Therefore**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

- **SECTION 1. RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.
- **SECTION 2. EXISTING AND APPROVED LAND USES.** The Property, which is currently under development, may be developed with those land uses, densities, and intensities authorized by the Bella Tara Enhancements, as may be amended by the parties from time to time. The County agrees that the development of the Property may occur over time and in phases. Nothing in this Agreement requires the Petitioner to develop the Property.
- **SECTION 3. ACKNOWLEDGEMENT OF BELLA TARA ENHANCEMENTS.** The Petitioner hereby acknowledges that the following Bella Tara Enhancements, i.e., elements of enhanced infrastructure intended to be delivered by Petitioner to the residents of the development, will exceed the County's design standards or otherwise deliver infrastructure or services that would not otherwise be provided by the County:
  - A. On and Offsite Roads with Entry Enhancements: To the extent permitted by Code, and other local development approvals, and if feasible based on availability of water and other resources, the District will include roundabouts. the District will implement a Florida friendly landscape palette as well as utilize a minimum 30% native materials that do not require excessive irrigation to landscape medians, and roundabouts as applicable. In addition, the District will limit and/or replace irrigated turf in roadway medians and roundabouts with appropriate landscape materials to reduce irrigation demand. Plantings within the roadway and common areas will be irrigated by means of reclaiming on-site stormwater runoff through pump stations at stormwater ponds. Best practices will be used in irrigation system design components such as micro irrigation, weather based irrigation control, rain sensor/shutoff, high efficiency nozzles, etc. The District will be responsible for maintaining the landscaping improvements.

Should a school be constructed, the District shall be responsible for the construction of local roads that provide access to the facility. Additionally, the District shall ensure safe and direct pedestrian access via on and off street pedestrian paths.

B. Parks and Trails/Amenities: The District's project will include community wide walking trails winding throughout the parks, boulevards and connecting the trail heads, clubhouse, and other recreational areas. The District will also provide passive recreational open space parks with a stormwater lake system with enhanced vegetation intended to both filter pollutants and nutrients from the roadway runoff and development areas, while creating an aesthetically pleasing element for both residents and the public. Landscaping within the lake system will utilize native vegetation to improve water quality and promote local wildlife habitats. The proposed lake system is an integral part of a concept to advance developments to an ecolifestyle living. The concept of the lake system is to create a treatment train that provides treatment of runoff. The District system will help improve water quality prior

to discharging to tributaries that outfall into the lake basins. Additionally, and subject to obtaining all required development approvals, a trail head will be provided at Lake Toho, which will be open to the public and provide lake access for the general public. Should a school be constructed, a trail hear shall be provided for the general public access with associated on-street parking to service that location. The District will commit to providing the required canopy trees along all pedestrian trails and walkways within common open spaces in a minimum quantity equaling 1 per 30 linear feet of walkway (130% of LDC requirement). In addition, the District will include a use of native and/or Florida friendly shrub material where feasible along pedestrian trails to promote and encourage local wildlife. The parks and open recreation spaces are to be owned and maintained by the District.

C. Landscape Enhancements: The District will implement a Florida friendly landscape palette and utilize a minimum 30% native materials that do not require excessive irrigation within all Public/Park/Civic areas. Where feasible, the District will limit the amount of irrigated turf to reduce irrigation demand. A minimum of one hundred (100) long-leaf pine (Pinus palustris) and/or Bald Cypress (Taxodium Distichum) will be planted along the lake trail and approved local-scale, wildlife corridor, as shown in the Corridor Map of the HCMP. In addition to providing the required minimum 60 caliper inches per acre canopy tree requirement, the project will, where feasible, preserve and incorporate existing live oaks into the primary amenity parcel landscape enhancements. The District will provide all sign content and technical assistance needed to provide for the protection of species and safety of residents. The District will fund the maintenance, preservation, and improvement of wetlands, lakes, wildlife linkages and corridors; as well as the monitoring and biennial reporting of the HCMP and provide accurate and timely monitoring and reporting per HCMP requirements to meet protection and management goals for all areas including unregulated activities. The District will incorporate best design practices when implementing the trail system to facilitate both pedestrians and cyclists within the development by providing a minimum 10' wide trail width, incorporating both bench seating and bike racks along the trail and at amenity destinations, where feasible. The District will be responsible for maintaining these improvements.

**SECTION 4. INTERLOCAL AGREEMENT.** The County and the Petitioner acknowledge the proposed Interlocal Agreement, attached as **Exhibit "B"**, together with the Petitioner's Agreement, adequately address the County's concerns regarding notice. The Petitioner shall recommend to the Board at its first regularly scheduled meeting that the Interlocal Agreement be adopted in its current form. If the Interlocal Agreement is returned to the County executed in substantially its current form, the County Board of County Commissioners Chairman is authorized and agrees to execute the Interlocal Agreement.

**SECTION 5. GOVERNING LAW; VENUE.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in

accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding, and enforceable against and in accordance with the terms and conditions of Florida law.

**SECTION 6. NOTICES.** All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery, or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

**If to Petitioner:** Craig Perry

Whaley Farms, LLC

c/o Centerline Capital Advisors, LLC 15481 SW 12<sup>th</sup> Street, Suite 309

Sunrise, FL 33326

With a copy to: Jere Earlywine, Esq.

Petitioner's Counsel KE Law Group, PLLC

P.O. Box 6386

Tallahassee, Florida 32314

**If to County:** Don Fisher

County Manager Osceola County 1 Courthouse Square, Suite 1100

Kissimmee, Florida 34741

Frank Townsend

County Attorney Osceola County 1 Courthouse Square, Suite 4200

Kissimmee, Florida 34741

**SECTION 7. DISCLAIMER OF JOINT VENTURE.** The Petitioner, the Landowner and the County represent that by the execution of this Agreement, it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between the County, the Petitioner and the Landowner, or between either and any third party. While engaged in carrying out and complying with the terms of this Agreement, the Petitioner and the Landowner are independent principals and not contractors or agents for or officers or employees of the County. The Petitioner and the Landowner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the County.

- **SECTION 8. ASSIGNABILITY.** The parties hereto acknowledge and agree that the Petitioner shall have the right to assign its rights and obligations under this Agreement to any successors in title to all or any part of the Property and shall provide written notice to the County of any assignment. Upon such assignment by the Petitioner, the Petitioner shall thereupon be released and discharged from any and all obligations arising under this Agreement.
- **SECTION 9. AMENDMENTS.** No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.
- **Section 10. Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to each Petitioner to all or any part of the Properties.
- **SECTION 11. EFFECTIVE DATE.** This Agreement shall become effective upon the date the last of the parties execute this Agreement (the "**Effective Date**").
- **SECTION 12. COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.
- **SECTION 13. RECORDING.** The County shall record this Agreement in the Public Records of Osceola County, at the County's expense, and once the County has determined that no timely appeals or legal challenges have been filed against this Agreement or that would affect the District's establishment or legal status.
- **SECTION 14. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- **SECTION 15.** APPROVALS AND COVENANT OF COOPERATION. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded in good faith. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

- **SECTION 16. FURTHER ASSURANCES.** The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.
- **SECTION 17. HEADINGS.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.
- **SECTION 18.** TIME. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.
- **SECTION 19. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.
- **SECTION 20.** TERM. This Agreement shall remain in effect for twenty (20) years following the Effective Date. The term may be extended by mutual consent of the parties, or their respective successors and/or assigns, subject to public hearings being held in accordance with the Act.
- **SECTION 21. EFFECT OF AGREEMENT.** As provided by the Act, the development of the Property shall not be subject to any County laws and policies governing the development of the Property adopted after the Effective Date, except as provided for by Section 163.3233(2), Florida Statutes, or as otherwise agreed to by the parties. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Petitioner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
- **SECTION 22. TERMINATION.** If the Board does not approve the Petition, or if the District is terminated, Petitioner may terminate this Agreement by providing notice as specified in Section 7 of this Agreement. In the event of termination, the parties shall have no further rights or obligations under this Agreement, and either party may record a Notice of Termination in the public records.

In WITNESS WHEREOF, the parties hereto	have, by	their	duly	authorized	representativ	es,
executed this Agreement on the dates set forth	below.					

	BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA
	Ву:
	Chair/Vice-Chair
ATTEST: OSCEOLA COUNTY CLERK OF THE BOARD	
By: Clerk/Deputy Clerk of the Board As authorized for execution at the Board of County Commissioners meeting of:	

[CONTINUED ON FOLLOWING PAGE]

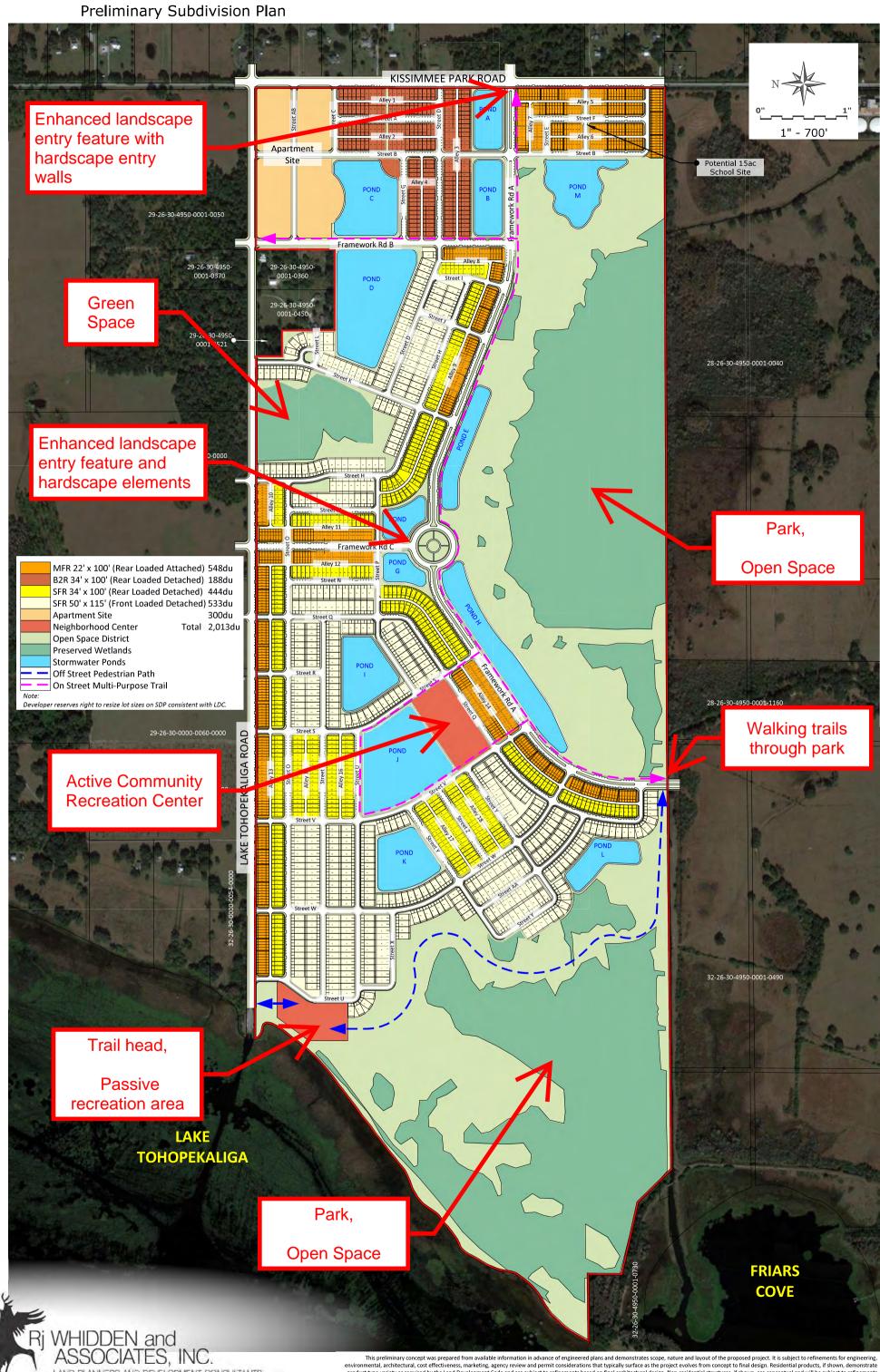
Witnessed:	WHALEY FARMS, LLC PETITIONER
Print Name: Brian Perry  Brian Perry  Print Name: Katherine Aseniro	By: Name: CRAIGHERY Title: MONAGER
STATE OF Florida - COUNTY OF Browgad	
online notarization, this 7th day of Received	pefore me by means of physical presence or Debug 2022, by <u>CRAID PERRY</u> , as who appeared before me this
day in person, and who is either as identification.	personally known to me, or produced
4	NOTARY PUBLIC, STATE OF ELORIDA
	Name: TATIBUL IPPRIMEDIALE (Name of Notary Public, Printed, Stamped or Typed as Commissioned)
	TATIANA IPARRAGUIRRE MY COMMISSION # HH 176133 EXPIRES: October 7, 2025 Bonded Thru Notary Public Underwriters

## EXHIBIT "A"

Depiction of Enhanced Entry Features

# **Bellatara**

LAND PLANNERS AND DEVELOPMENT CONSULTANTS 316 Church St. Kissimmee, FL. 34741 + 407 846 1880



# EXHIBIT "B"

Form of Interlocal Agreement

# SECTION VI



20660 W. Dixie Highway North Miami Beach, FL 33180

January 9, 2024

Bella Tara Community Development District c/o Governmental Management Services, LLC 219 East Livingston Street Orlando, Florida 32801 Attn: Mr. George Flint

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Flint:

Thank you for the opportunity to work with the Bella Tara Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2024 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By:
Name: Jon Kessler
Title: Executive Director

Agreed to and accepted as of the date first written above:

# BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

By:	
Name:	
Title:	

<sup>&</sup>lt;sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

### ATTACHMENT I

**Section 1** Scope of Services of FMS: FMS proposes that its duties as Underwriter shall be limited to the following:

- 1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
- 2. To coordinate the financing process;
- 3. To conduct due diligence;
- 4. To assist in the preparation of an offering memorandum;
- 5. To review the assessment methodology and Bond documents;
- 6. To market and offer Bonds to investors.

### Section 2 Terms and Conditions:

- Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The
  Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of
  any Bonds issued. The Underwriting Fee shall be due and payable only upon the
  closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond
  delegation or award resolution approved by the Board and consented to by the
  Underwriter.
- Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
  - 3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
  - 4. <u>Costs of Issuance</u>. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
- 5. <u>Assumptions</u>. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
- b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
- c) the offering memorandum will comply with all applicable laws and regulations;
- d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
- e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
- 6. <u>Information</u>. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
  - 7. <u>Term of Engagement</u>. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
  - 8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

#### ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the 'Bonds'). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer
  under the federal securities laws and is, therefore, not required by federal law to act in
  the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to
  issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may
  participate in such trust arrangement by performing certain administrative roles. Any
  compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the
  Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: Name: Jon Kessler

Title: Executive Director

# SECTION VII

# SECTION C

# SECTION 1

Community Development District

Unaudited Financial Reporting February 29, 2024



# **Table of Contents**

1	 Balance Sheet
2	General Fund

# **Community Development District**

## **Combined Balance Sheet**

February 29, 2024

	General Fund	Сарі	tal Projects Fund	Totals Governmental Funds	
Assets:					
Cash					
Operating Account	\$ 4,530	\$	-	\$	4,530
Due from Landowner	10,949		-		10,949
Due from Capital Projects Fund	4,131		-		4,131
<b>Total Assets</b>	\$ 19,610	\$	-	\$	19,610
Liabilities:					
Accounts Payable	\$ 10,949	\$	4,131	\$	15,080
Due to Landowner	-		-		-
Total Liabilites	\$ 10,949	\$	4,131	\$	15,080
Fund Balance:					
Restricted for:					
Capital Projects	\$ -	\$	(4,131)	\$	(4,131)
Unassigned	8,661		-		8,661
Total Fund Balances	\$ 8,661	\$	(4,131)	\$	4,530
Total Liabilities & Fund Balance	\$ 19,610	\$		\$	19,610

### **Community Development District**

### **General Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted		Prora	ated Budget	Actual			
		Budget		02/29/24	1 02/29/24	Variance		
Revenues								
Special Assessments - Tax Roll	\$	-	\$	-	\$ -	\$	-	
Interest Income		-		-	-		-	
Developer Contribution	\$	97,970	\$	40,821	\$ 31,181	\$	(9,639)	
Total Revenues	\$	97,970	\$	40,821	\$ 31,181	\$	(9,639)	
Expenditures:								
General & Administrative:								
Engineering	\$	2,000	\$	833	\$ -	\$	833	
Attorney		25,000		10,417	1,788		8,628	
Annual Audit		5,500		-	-		-	
Arbitrage Rebate		500		-	-		-	
Dissemination Agent		1,000		-	-		-	
Trustee Fees		5,500		-	-		-	
Management Fees		48,000		20,000	15,625		4,375	
Information Technology		-		-	750		(750)	
Website Maintenance		915		381	500		(119)	
Website Development		-		-	1,750		(1,750)	
Telephone		200		83	-		83	
Postage & Delivery		500		208	38		171	
Insurance General Liability		5,500		5,500	5,000		500	
Printing & Binding		500		208	1		207	
Legal Advertising		1,750		729	418		311	
Other Current Charges		750		313	957		(644)	
Office Supplies		-		-	1		(1)	
Dues, Licenses & Subscriptions		175		175	175		-	
Total General & Administrative	\$	97,790	\$	38,848	\$ 27,002	\$	11,846	
Total Expenditures	\$	97,790	\$	38,848	\$ 27,002	\$	11,846	
Excess (Deficiency) of Revenues over Expenditures	\$	180	\$	1,973	\$ 4,179	\$	2,206	
Net Change in Fund Balance	\$	180	\$	1,973	\$ 4,179	\$	2,206	
Fund Balance - Beginning	\$	-			\$ 4,482			
Fund Balance - Ending	\$	180			\$ 8,661			

## **Community Development District**

### **Capital Projects Fund Series**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Ado	pted	Prorate	d Budget		Actual		
	Buc	lget	Thru 0	2/29/24	Thru	02/29/24	V	ariance
Revenues:								
Interest Income	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	-	\$	-	\$	-
Expenditures:								
Improvements		-		-		-		-
Cost of Issuance		-		-		4,131		(4,131)
Total Expenditures	\$	-	\$	-	\$	4,131	\$	(4,131)
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	(4,131)	\$	(4,131)
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	-	\$	-	\$	(4,131)	\$	(4,131)
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	(4,131)		

# Bella Tara Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contribution \$	- \$	8,375 \$	7,524 \$	4,333 \$	10,949 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	31,181
Total Revenues \$	- \$	8,375 \$	7,524 \$	4,333 \$	10,949 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	31,181
Expenditures:													
General & Administrative:													
Supervisor Fees \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	742	779	268	-	-	-	-	-	-	-	-	-	1,788
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	
Management Fees	3,125	3,125	3,125	3,125	3,125	-	-	-	-	-	-	-	15,625
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	
Information Technology	150	150	150	150	150	-	-	-	-	-	-	-	750
Website Maintenance	100	100	100	100	100	-	-	-	-	-	-	-	500
Website Development	-	-	-	1,750	-	-	-	-	-	-	-	-	1,750
Telephone	_	_	-	-	-	_	-	-	-	_	_		
Postage & Delivery	8	1	1	-	28	-	-	-	-	-	_	-	38
Insurance General Liability	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Printing & Binding	1	-	-	-	-	-	-	-	-	-	-	-	1
Legal Advertising	-	84	171	163	-	-	-	-	-	-	-	-	418
Other Current Charges	_	146	265	-	546	-	-	-	-	-	_	-	957
Office Supplies	_	1	0	-	_	-	-	-	-	-	_	-	1
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative \$	9,300 \$	4,385 \$	4,080 \$	5,288 \$	3,948 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	27,002
Excess (Deficiency) of Revenues over Expenditures \$	(9,300) \$	3,990 \$	3,444 \$	(955) \$	7,001 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,179
Other Financing Sources/Uses:													
Transfer In/(Out) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Other Financing Sources/Uses \$	· - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	

# SECTION 2

## **Community Development District**

**Funding Request #9** 

November 15, 2023

	PAYEE		<b>GENERAL FUND</b>
1	Department of Economic Opportunity		
	Inv# 89589 - Special District Fee FY2024	\$	175.00
2	FedEx		
	Inv# 8-273-72467	\$	7.59
3	GMS-Central Florida, LLC		
	Inv# 2 - Mgmt Fees & Expenses (Nov 2023)	\$	3,377.23
4	Kutak Rock, LLP		
	Inv# 3238640 - Attorneys Fees (May 23)	\$	335.50
	Inv# 3238641 - Validation (May 23)	\$	312.00
	Inv# 3282874 - Attorneys Fees (Aug 23)	\$	213.50
	Inv# 3282876 - Validation (Aug 23)	\$	1,002.90
	Inv# 3296961 - Validation (Sep 23)	\$	1,167.37
5	Osceola News-Gazzette		
	Inv# 79F1C7AF-0002	\$	83.91
6	Wrathell, Hunt & Associates, LLC		
	Inv# 2023-1283 - Osceola News-Gazette Reimbursement	\$	556.77
	Inv# 2023-1284 - Hampton Inn & Suites Reimbursement	\$	161.88
	Inv# 2023-1351 - FedEx Reimbursement	\$	14.08
	Inv# 2023-1365 - FedEx Reimbursement	\$	7.93
	Inv# 2023-1583 - FedEx Reimbursement	\$	91.62
	Inv# 2023-1588 - FedEx Reimbursement	\$	17.00
	TOTAL	<i>\$</i>	7,524.28

Please make check payable to:

**Bella Tara Community Development District** 

5385 N Nob Hill Road Sunrise, FL 33351

# Florida Department of Economic Opportunity, Special District Accountability Program Fiscal Year 2023 - 2024 Special District State Fee Invoice and Profile Update

Required by sections 189,064 and 189,018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/02/2023		The same of the same of		Invoice No: 89589
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/01/2023: \$175.00

STEP 1: Review the following profile and make any needed changes.

1. Special District's Name, Registered Agent's Name and Registered Office Address:

000102

**Bella Tara Community Development District** 

Mr. Craig Wrathell

2300 Glades Road, Suite 410W

STEP 4: Make a copy of this document for your records.

Boca Raton, Florida 33431



2. Telephone:	561-571-0010 Ext:	
3. Fax:	561-571-0013	
4. Email:	wrathellc@whhassociates.com	
5. Status:	Independent	
6. Governing Body:	Elected	
7. Website Address:	bellataracdd.net	
8. County(ies):	Osceola	
9. Special Purpose(s):	Community Development	
10. Boundary Map on File:	Not on file - please provide.	TO IS TO BE IN LOT 1 TO 1
11. Creation Document on File:	01/27/2023	(1) 10 10 12 H M IC
12. Date Established:	01/11/2023	DEE 13 LE II V7 LE
13. Creation Method:	Local Ordinance	Mar 6 6 x 523
14. Local Governing Authority:	Osceola County	
15. Creation Document(s):	County Ordinance 2023-09	(15)
16. Statutory Authority:	Chapter 190, Florida Statutes	
17. Authority to Issue Bonds:	Yes	
18. Revenue Source(s):	Assessments	
STEP 2: Sign and date to certify accur-	acy and completeness.	
By signing and dating below, I do herel	by certify that the profile above (changes noted	if necessary) is accurate and complete:
Registered Agent's Signature:	Da	te
STEP 3: Pay the annual state fee or ce	ertify eligibility for zero annual fee.	
		w.Floridajobs.org/SpecialDistrictFee or by check payable
to the Florida Department of Economic		
		the above signed registered agent, do hereby certify that to
		any submissions to the Department are true, correct,
	derstand that any information I give may be ver	
		nent as determined by the special district and its Certified
Public Accountant; and,		
	ance with its Fiscal Year 2023 - 2024 Annual Fin	nancial Report (AFR) filing requirement with the Florida
		al revenues or, is a special district not required to file a
		is document verifying \$3,000 or less in revenues for the
current fiscal year.		
Department Use Only: Approved:	Denied: Reason	
Department Use Only: Approved:	Denied: Reason	

STEP 5: Mail this document and payment (if paying by check) to the Florida Department of Economic Opportunity, Bureau of Budget

Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to (850) 717-8430.



#### MEMORANDUM

To: All Special District Registered Agents

From: Jack Gaskins Jr., Special District Accountability Program

Date: October 2, 2023

Subject: Sections 189,064 and 189,018, Florida Statutes, and Chapter 73C-24, Florida Administrative

Code - Fiscal Year 2023-24 Special District State Fee and Profile Update

Due by December 1, 2023

This memorandum contains the guidance for complying with the annual state fee and update requirements using the enclosed *Fiscal Year 2023-2024 Special District State Fee Invoice and Profile Update* (enclosure). Detailed instructions are on the opposite side of this memorandum.

### Pay the Annual State Fee Online

The Florida Department of Commerce (FloridaCommerce), previously the Florida Department of Economic Opportunity, requests all special districts to pay the state fee online at <a href="https://www.FloridaJobs.org/SpecialDistrictFee">www.FloridaJobs.org/SpecialDistrictFee</a> by electronic check or by using a Visa or MasterCard, and to email the completed enclosure to FloridaCommerce at <a href="mailto:SpecialDistricts@Commerce.fl.gov">SpecialDistrictS@Commerce.fl.gov</a>. The state fee remains \$175, unless the special district certifies that it is eligible for a zero fee. To avoid a \$25 late fee, the payment must be completed by December 1, 2023. Paying online is fast, free, and convenient.

### The Purpose of the Annual State Fee

Chapter 189, Florida Statutes, the Uniform Special District Accountability Act (Act), assigns duties to the Special District Accountability Program administered by FloridaCommerce and requires FloridaCommerce to annually collect a state fee from each special district to cover the costs of administering the Act. For additional information, visit www.FloridaJobs.org/SDAP.

#### Review the Special District's Profile

Each special district's registered agent must annually review the profile information on the enclosure, mark any needed corrections or updates, sign and date it, and return it to FloridaCommerce.

#### The Purpose of Reviewing the Special District's Profile

The Act, along with Rule Chapter 73C-24, Florida Administrative Code, requires each special district to maintain specific information with FloridaCommerce and requires FloridaCommerce to make that information available through the Official List of Special Districts (www.FloridaJohs.org/OfficialList). The Florida Legislature, state agencies, and local government officials use that information to monitor special districts, coordinate activities, collect and compile financial and other information, and to make informed policy decisions. It is important for that information to be complete and accurate.

#### Reminders

Each newly created special district must have an official website containing specific information by the end of the first full fiscal year after its creation. All other special districts must have an official website. If the special district is required to have an official website and its web address is not listed on the enclosure, the special district must provide it. The Florida Special District Handbook (www.FloridaJobs.org/SpecialDistrictHandbook) covers website requirements along with general operating requirements. FloridaCommerce encourages all special district staff and governing body members to review this handbook to help ensure compliance with state requirements.

(TURN OVER FOR INSTRUCTIONS)

ST	EP 1	: Review the special district's profile on the enclosure:
		Make any needed changes directly on the enclosure by striking through the outdated or incorrect information and writing in the new or correct information.
		Complete any missing information.
		Email any noted missing documents, such as a boundary map and / or creation document to the email address provided below.
		Sign and date where indicated.
		Make a copy for your records.
ST	TEP 2	2: Pay the \$175 state fee or certify eligibility for the zero fee:
•	Pa	y online with a Visa or MasterCard or by electronic check:
		Visit www.FloridaJobs.org/SpecialDistrictFee and follow the instructions.
		Write "Paid Online" on the enclosure and email it to the email address provided below.
	In	the event of a hardship preventing a special district from paying the state fee online:
		Prepare a check payable to the Florida Department of Commerce.
		Enter the invoice number in the memo field.
		Mail the check and the completed enclosure to the address provided below, ensuring the post- mark date is on or before December 1, 2023. If it is not possible to include the check with the enclosure, write on the enclosure "check mailed separately" and email or mail the enclosure to the addresses provided below.
•		eligible for the zero annual fee pursuant to Rule 73C-24.003(3)(e), Florida Administrative ode, complete Step 3.b. on the enclosure:
		Certify eligibility by initialing each statement.
		Email the completed enclosure to the email address provided below.
	9.50	

State Fee Website: <a href="https://www.Florida.Jobs.org/SpecialDistrictFee">www.Florida.Jobs.org/SpecialDistrictFee</a> (pay online, download a duplicate

enclosure, previous memorandums, and FloridaCommerce's W-9 Form)

Mailing Address: Florida Department of Commerce

Bureau of Budget Management 107 East Madison Street, MSC-120 Tallahassee, FL 32399-4124

Questions: Contact: Jack Gaskins

Telephone: 850-717-8430

Email: SpecialDistricts@Commerce.fl.gov



### REPRINT OF TRACKING ID

 Invoice Number
 Invoice Date
 Account Number
 Page

 8-273-72467
 Oct 03, 2023
 2022-7036-5
 1 of 2

FedEx Tax ID: 71-0427007

**Billing Address:** 

BELLA TARA CDD 2300 GLADES RD DEPT ACCTG SUITE 410W BOCA RATON FL 33431-7386 Shipping Address:

BELLA TARA CDD 2300 GLADES RD STE 410W BOCA RATON FL 33431-8556 Invoice Questions? Contact FedEx Revenue Services

Phone: 800.645.9424

M-F7-5 (CST)

Internet: fedex.com/usgovt

Invoice Summary

**FedEx Express Services** 

**Total Charges** 

USD

\$7.59

TOTAL THIS INVOICE

USD

\$7.59

Other discounts may apply.

This notice is a copy of one tracking number of the original bill, with no payments or credits reflected in the amounts. The amount due may not reflect the current account balance.

To pay your FedEx invoice, please go to www.fedex.com/payment. Thank you for using FedEx.





Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx Please do not stappe or fold. Please make check payable to FedEx.

 Invoice Number
 Invoice Amount
 Account Number

 8-273-72467
 USD \$7.59
 2022-7036-5

Remittance Advice

Your payment is due by Nov 17, 2023

82737246770000007591202270365200000000000000075910

0011509 01AV 0.498 \*\*AUTO 1111290 33431-738699 --C01-P1152041

ենդիլինիի ինկանակարդի ինկարգի ինկին հինդ BELLA TARA CDD

2300 GLADES RD DEPT ACCTG SUITE 410W BOCA RATON FL 33431-7386



Ռվվորիավավումիարիկինութիափիկվի

FedEx P.O. Box 371461 Pittsburgh PA 15250-7461



GMS-Central Florida, LLC 1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 2

Invoice Date: 11/1/23

Due Date: 11/1/23

Case:

P.O. Number:

### Bill To:

Bella Tara 219 E Livingston St Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - November 2023 Website Administration - November 2023 Information Technology - November 2023 Office Supplies Postage Copies		3,125.00 100.00 150.00 0.06 1.27 0.90	3,125.00 100.00 150.00 0.06 1.27 0.90

Total	\$3,377.23
Payments/Credits	\$0.00
Balance Due	\$3,377.23

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

June 23, 2023

Check Remit To: Kutak Rock LLP

PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3238640

Client Matter No. 40123-1

Notification Email: eftgroup@kutakrock.com

Craig Wrathell
Bella Tara Community Development District
c/o Wrathell, Hunt & Associates, LLC
Ste. 410W
2300 Glades Road
Boca Raton, FL 33431

Invoice No. 3238640

40123-1

Re: General Counsel

For Professional Legal Services Rendered

TOT T TOTOSSIONAL DEBAT DEL TICOS TRONGOLOGI

05/30/23 J. Earlywine 1.10 335.50

Confer with Torres regarding open items; email regarding the same;

prepare for and attend Board meeting; follow-up notes regarding

same

TOTAL HOURS 1.10

TOTAL FOR SERVICES RENDERED \$335.50

TOTAL CURRENT AMOUNT DUE \$335.50

UNPAID INVOICES:

 March 22, 2023
 Invoice No. 3193111
 274.50

 April 27, 2023
 Invoice No. 3210295
 1,668.10

 May 23, 2023
 Invoice No. 3224656
 222.00

Bella Tara Community Development Distric June 23, 2023 Client Matter No. 40123-1 Invoice No. 3238640 Page 2

TOTAL DUE

\$2,500.10

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

June 23, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3238641 Client Matter No. 40123-4

Notification Email: eftgroup@kutakrock.com

Craig Wrathell
Bella Tara Community Development District
c/o Wrathell, Hunt & Associates, LLC
Ste. 410W
2300 Glades Road
Boca Raton, FL 33431

Invoice No. 3238641

Re: Vali	idation			
For Profess	ional Legal Service	es Rendered		
05/28/23	J. Earlywine	0.40	122.00	Review and revise motion and order relating to validation hearing; email regarding same
05/28/23	K. Ibarra	1.00	190.00	Research validation complaint; prepare motion and order to appear via webex
TOTAL HO	OURS	1.40		
TOTAL FO	OR SERVICES RE	NDERED		\$312.00
TOTAL CU	JRRENT AMOUN	T DUE		\$312.00
UNPAID II	NVOICES:			
April 27, 20 May 23, 20			o. 3210296 o. 3224657	761.00 209.00
TOTAL DU	UE			\$1,282.00

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

September 28, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3282874

Client Matter No. 40123-1

Notification Email: eftgroup@kutakrock.com

Mr. Craig Wrathell Bella Tara Community Development District c/o Wrathell, Hunt & Associates, LLC Ste. 410W 2300 Glades Road Boca Raton, FL 33431

Invoice No. 3282874

Re: Gen	eral Counsel			
For Profess	ional Legal Service	s Rendered		
08/15/23	J. Earlywine	0.20	61.00	Confer with Flint regarding management item
08/22/23	J. Earlywine	0.50	152.50	Prepare for and attend Board meeting; follow-up
TOTAL HO	OURS	0.70		
TOTAL FO	OR SERVICES RE	NDERED		\$213.50
TOTAL CU	JRRENT AMOUN	IT DUE		\$213.50
UNPAID II	NVOICES:			
June 23, 20	023	Invoice N	o. 3238640	335.50
TOTAL DU	UE			\$549.00

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

September 28, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To: ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3282876 Client Matter No. 40123-4

Notification Email: eftgroup@kutakrock.com

r. Craig Wrathell
Bella Tara Community Development District
c/o Wrathell, Hunt & Associates, LLC
Ste. 410W
2300 Glades Road
Boca Raton, FL 33431

Invoice No. 3282876

Re: Vali	dation			
For Professi	ional Legal Service	s Rendered		
08/10/23	K. Ibarra	0.60	114.00	Prepare motion for zoom hearing and notice and order to show cause; correspondence with assistant state attorney
08/21/23	J. Earlywine	0.20	61.00	Email regarding bond validation hearing; review status of same
08/22/23	K. Ibarra	0.80	152.00	Prepare and file motion for communication technology, order on motion and cover letter to judge
08/31/23	J. Earlywine	0.10	30.50	Email regarding hearing
08/31/23	K. Ibarra	0.60	114.00	Review order granting remote hearing; prepare letter to judge regarding notice and order to show cause
TOTAL HO	OURS	2.30		

Bella Tara Community Development Distric September 28, 2023 Client Matter No. 40123-4 Invoice No. 3282876 Page 2

### TOTAL FOR SERVICES RENDERED

\$471.50

### DISBURSEMENTS

Miscellaneous

531.40 VENDOR: GANNETT MEDIA

CORP dba CA FLORIDA

HOLDIN;

INVOICE#:

0005677437; DATE: 7/20/2023 - Notice and Order to Show

Cause

TOTAL DISBURSEMENTS

531.40

TOTAL CURRENT AMOUNT DUE

\$1,002.90

UNPAID INVOICES:

June 23, 2023

Invoice No. 3238641

312.00

TOTAL DUE

\$1,314.90

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

October 25, 2023

Check Remit To: Kutak Rock LLP

PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3296961

Client Matter No. 40123-4

Notification Email: eftgroup@kutakrock.com

Mr. Craig Wrathell Bella Tara Community Development District 5385 N Nob Hill Road Sunrise, FL 33351

Invoice No. 3296961

Re: Vali	dation			
For Professi	ional Legal Service	s Rendered		
09/01/23	K. Ibarra	0.20	38.00	Correspondence with judicial assistant regarding order to show cause
09/05/23	J. Earlywine	0.20	61.00	Address item regarding validation hearing
09/05/23	K. Ibarra	1.00	190.00	Correspondence with judicial assistant regarding notice and order to show cause execution; research available hearing dates; correspondence with newspaper
09/05/23	A. Ligas	0.80	188.00	Prepare joint stipulation
09/06/23	A. Ligas	0.60	141.00	Prepare joint stipulation
09/07/23	A. Ligas	0.20	47.00	Prepare joint stipulation
09/12/23	A. Ligas	1.40	329.00	Prepare joint stipulation, prehearing memorandum of law and proposed final judgment; draft Trustee's Certificate and send the same for signature; conference with Ibarra
2215 Val (21)				regarding meeting minutes
09/13/23	J. Earlywine	0.50	152.50	Review final judgment and joint stipulation, along with various exhibits; follow-up email

Bella Tara Community Development Distric October 25, 2023 Client Matter No. 40123-4 Invoice No. 3296961 Page 2

09/13/23	K. Ibarra	1.30	247.00	Prepare joint stipulation, final judgment and prehearing memorandum of law
09/13/23	A. Ligas	0.10	23.50	Follow up on certificates for joint stipulation
09/14/23	K. Ibarra	0.10	19.00	Review e-tearsheet of notice and order to show cause
09/15/23	K. Ibarra	0.10	19.00	Review affidavit of publication of notice and order to show cause
09/15/23	A. Ligas	0.70	164.50	Follow up on certificates for joint stipulation and draft minutes; prepare joint stipulation
09/18/23	K. Ibarra	1.10	209.00	Prepare joint stipulation; correspondence with assistant state attorney
09/18/23	A. Ligas	0.10	23.50	Prepare joint stipulation
09/19/23	K. Ibarra	2.50	475.00	Correspondence with court reporter and judge; prepare and file joint stipulation and prehearing memorandum of law
09/20/23	K. Ibarra	0.20	38.00	Prepare correspondence to judge
09/22/23	K. Ibarra	0.40	76.00	Prepare letter to judge regarding joint stipulation, final judgment and prehearing memorandum of law
09/26/23	K. Ibarra	0.70	133.00	Prepare for bond validation hearing
09/27/23	J. Earlywine	0.70	213.50	Confer with Flint regarding methodology and validation hearing; prepare for and attend validation hearing; follow-up
09/27/23	K. Ibarra	0.10	19.00	Prepare for bond validation hearing
TOTAL HO	OURS	13.00		

Bella Tara Community Development Distric October 25, 2023 Client Matter No. 40123-4 Invoice No. 3296961 Page 3

### TOTAL FOR SERVICES RENDERED

\$2,806.50

### DISBURSEMENTS

Freight and Postage 27.79 Reproduction Costs 5.20

Miscellaneous 1,134.38 VENDOR: TRIBUNE

PUBLISHING COMPANY LLC dba ORLAN; INVOICE#: 079749490000; DATE:

9/17/2023 - Public Notice

TOTAL DISBURSEMENTS 1,167.37

TOTAL CURRENT AMOUNT DUE \$3,973.87



Osceola News- Gazette	Invoice number	79F1C7AF-0002
222 Church Street	Notice ID	S4SbeAcUxQVipLhOdNqp
April 1997 Control of the Control of	Publisher	Osceola News-Gazette
Kissimmee, FL 34741 help.column.us	Date of issue	Oct 16, 2023
<u>Help.cold.mr.us</u>	Date due	Nov 16, 2023
Bill to	Amount due	\$83.91
Bella Tara CDD		

Description	Qty	Unit price	Amount
10/19/2023: Legal and Public	1	76.28	76.28
Notice Notice			
=== Notes ===		Subtotal	\$76.28
Notice Name: BELLA TARA CDD*FY24 Meeting Schedule			
=== How to pay this invoice ===		Tax	0.00
This publisher accepts online payment via credit or debit car	d, or ACH bank		
transfers. Please click here to pay online: https://www.column.us/invoices/gEIUV5bYwxzwmfmH5v9O/p	<u>oay</u>	Processing Fee	7.63
Please note that, once paid, the merchant name on your bill	ing statements	Amount due	\$83.91
will be Column Software PBC.		Amountade	\$65,91

Select organizations may also pay via check. Checks will result in processing delays and should not be used if your notice requires upfront payment. Please pay the exact amount due, write your invoice number 79F1C7AF-0002 on the memo, include a printed copy of your Invoice PDF, make the check payable to Osceola News- Gazette, and mail to the address above.

# Wrathell, Hunt & Associates, LLC

2300 Glades Rd. Suite 410W Boca Raton, FL 33431

Bill To:	
Bella Tara CDD PO Box 810036 Boca Raton, FL 33481	
8	
1	

# Invoice

Date	Invoice #
9/30/2023	2023-1588

Description	Amo	ount
Description Reimburse FedEx - 8-067-49104	Amo	17.00
Building client relationships one step at a time	Total	\$17.00



Invoice Number 8-067-49104

Invoice Date Mar 14, 2023

**Account Number** 3195-2454-1

USD

USD

USD

Ref.#2: Bill to Waterford Landing

Page 3 of 4

10.87

0.76

7.76

0.54

\$8,30

17.85

\$19.10

1.25

\$11.63

Ship Date: Mar 06, 2023 Payor: Shipper

Cust. Ref.: Fallschase CDD check Ref.#3:

Ref.#2: Bill to Fallschase

Recipient

EP-MN-01LB

Recipient

Ref.#2:

Recipient

Attn: Daphne Gillyard

2300 Glades Road

Wrathell, Hunt & Assoc., LLC

BOCA RATON FL 33431 US

Monty Sanitation

NAPLES FL 34109 US

5545 Shirley st

U.S Bank, N.A.-CDD

Lockbox Services-12-2657

SAINT PAUL MN 55108 US

Fuel Surcharge - FedEx has applied a fuel surcharge of 16.75% to this shipment.

· Distance Based Pricing, Zone 7

Automation Tracking ID Service Type

Zone

771479536696

FedEx Priority Overnight

Package Type FedEx Envelope

Packages Rated Weight N/A

Mar 08, 2023 09:57 Delivered

Svc Area Signed by FedEx Use

Payor: Shipper

V.VANG

A1

000000000/83879/\_ Ship Date: Mar 06, 2023

771485792311

FedEx Envelope

Transportation Charge Fuel Surcharge

BOCA RATON FL 33431 US

**Total Charge** 

Sender

WHA

Chloe Hiteshew

2300 Glades Rd

Cust. Ref.: Waterford Landing

Ref.#3:

Sender

WHA

Chloe Hitesnew

2300 Glades Rd

Fuel Surcharge

**Total Charge** 

Sonder

Phil Base

BOCA RATON FL 33431 US

Transportation Charge

A & E Rubber Stamp Corp

215 N. Desplaines Street

CHICAGO IL 60661 US

Transportation Charge

Fuel Surcharge - FedEx has applied a fuel surcharge of 16.75% to this shipment.

FedEx Priority Overnight

Distance Based Pricing, Zone 2

Automation Tracking ID

Service Type Package Type

02 Zone Packages

1 Rated Weight 10.0 lbs, 4.5 kgs

Delivered Mar 08, 2023 10:14 A2

Svc Area Signed by

Payor: Shipper

FedEx Use Ship Date: Mar 07, 2023

**B.BRAYA** 

INET

000000000/83874/

Fuel Surcharge - FedEx has applied a fuel surcharge of 16,75% to this shipment.

Cust. Ref.: Seal Ref.#3:

Distance Based Pricing, Zone 6 Package Delivered to Recipient Address - Release Authorized

771492040545

FedEx Priority Overnight

Automation Tracking ID Service Type Package Type

**Customer Packaging** 06 Zone Packages

Rated Weight 2.0 lbs, 0.9 kgs Delivered Mar 08, 2023 09:43

Syc Area Signed by see above

FedEx Use

000000000/337513/02 Ship Date: Mar 07, 2023

Fuel Surcharge **Total Charge** Cust. Ref.: Betta Tara

Payor: Shipper Ref.#3: Fuel Surcharge - FedEx has applied a fuel surcharge of 16.75% to this shipment.

Distance Based Pricing, Zone 3 Package Delivered to Recipient Address - Release Authorized

Tracking ID Service Type Package Type

Automation

771492921202 FedEx Priority Overnight **Customer Packaging** Zone

Packages Rated Weight 10.0 lbs, 4.5 kgs Mar 08, 2023 09:43 Delivered Svc Area A1

Signed by see above FedEx Use 000000000/337507/02 Sender **Ernesto Torres** 285 PALAZZO CIR

**Fuel Surcharge** 

Total Charge

SAINT AUGUSTINE FL 32092 US

Recipient Attn: Daphne Gillyard

Wrathell, Hunt & Assoc., LLC 2300 Glades Road BOCA RATON FL. 33431 US

Transportation Charge

USD

\$17.00

15.89

# Wrathell, Hunt & Associates, LLC

2300 Glades Rd. Suite 410W Boca Raton, FL 33431

Bill To:	
Bella Tara CDD PO Box 810036 Boca Raton, FL 33481	
N. Carlotte	
1	

# Invoice

Date	Invoice #		
9/30/2023	2023-1583		

Description	Amo	ount
Reimburse FedEx - 8-060-22603		91.62
- 10		
		1
Υ		
Building client relationships one step at a time	Total	\$91.62

		Invoice Number	Invoice Date	Account Number	Page
		8-060-22603	Mar 07, 2023	3195-2454-1	4 of 5
racking ID: 771	444731695 continued				
ivc Area	A3 see above	Fuel Surcharge Residential Delivery			1.02
edEx Use	000000000/161357/02	Total Chargo	1	USD	\$15.50
Ship Date: Mar Payor: Shipper Fuel Surcharge - I Distance Based Po	02, 2023 FedEx has applied a fuel surcharge of 16.	Cust. Ref.: Check Ref.#3: .25% to this shipment	Ref.	#2:	11 E (100)
Automation Fracking ID Service Type Package Type Packages	INET 771441447274 FedEx Standard Overnight FedEx Envelope 04	Sender Lucy Marte WHA 2300 Glades Road BOCA RATON FL 33431 US	Pfil 1 265	<b>plent</b> Hunt & Luella Hunt 7 Robin Hood Drive BLE AL 36605 US	
Rated Weight Delivered Svc Area Signed by TedEx Use	N/A Mar 03, 2023 10:05 A4 see above 000000000/61303/02	Transportation Charge Fuel Surcharge Residential Delivery Total Charge		USD	8.74 0.94 5.31 \$14.94
Ship Date: Mar Payor: Shipper Fuel Surcharge - Distance Based P	FedEx has applied a fuel surcharge of 16	Cust. Ref.: Summerstone CDD Ref.#3: 25% to this shipment	Ref	#2: Bill to Summerstone	
Automation Tracking ID Service Type Package Type Zone Packages Rated Weight Delivered	INET 771452838820 FedEx Priority Overnight FedEx Envelope 07 1 N/A Mar 03, 2023 10:18	Sender Chloe Hiteshew WHA 2300 Glades Rd BOCA RATON FL 33491 US	U.S Loc EP-1	iplent Bank, N.ACDD Kbox Services-12-2657 MN-01LB NT PAUL MN 55108 US	
Svc Area Signed by FedEx Use	A1 W.BUCK 000000000/83879/_	Transportation Charge Fuel Surcharge Total Charge	N H	USD	10.8 0.7 <b>\$11.6</b>
Ship Date: Mar Payor: Shipper Fuel Surcharge Distance Based F	03, 2023 FedEx has applied a fuel surcharge of 16	Crist, Ref.: BTCDD 03/06/23 AC Ref.#3: 5.25% to this shipment.	ENDA Ref		5 V
Automation Tracking ID Service Type	INET 771470262161 FedEx Priority Overnight	Sender Daphne Gillyard WHA	Ern	Ipient esto Torres PALAZZO CIR	

Package Type

Zone Packages Rated Weight

Delivered

Svc Area

Signed by

FedEx Use

**Customer Packaging** 

40.0 lbs, 18.1 kgs

Mar 04, 2023 10:49

000000000/337507/02

03

A5

see above

2300 Glades Road BOCA RATON FL 33431 US

Fuel Surcharge

Total Charge

Saturday Delivery

**Residential Delivery** 

**Transportation Charge** 

35.02

3.94

16.00

5.30

\$60.26

SAINT AUGUSTINE FL 32092 US

USD



Invoice Number **Invoice Date Account Number** Page 8-060-22603 5 of 5 Mar 07, 2023 3195-2454-1

Ship Date: Mar 03, 2023

Cust. Ref.: BTCDD 03/06/23 AGENDA Ref.#3:

Ref.#2:

USD

USD

\$31.36

\$226.82

Payor: Shipper

Foel Surcharge - FedEx has applied a fuel surcharge of 16.25% to this shipment,

Distance Based Pricing, Zone 2

Package Delivered to Recipient Address - Release Authorized

Automation INET Sender Recipient Tracking ID 771470271913 Daphne Gillyard Craig A. Wrathell FedEx Priority Overnight Service Type WHA Wrathell, Hunt & Associates, L. Package Type FedEx Pak 2300 Glades Road 9742 Via Amati Zone 02 BOCA RATON FL 33431 US LAKE WORTH FL 33467 US Packages Rated Weight 2.0 lbs, 0.9 kgs Transportation Charge 8.01 Delivered Mar 04, 2023 10:46 Fuel Surcharge 2.05 Svc Area Saturday Delivery 16.00 Signed by Residential Delivery see above 5.30 FedEx Use 000000000/337475/02 **Total Charge** 

Ship Date: Mar 03, 2023

Payor: Shipper

Cust. Ref.: COPE'S LANDING LO 3/7/23

Ref.#2:

Ref.#3:

Fuel Surcharge - FedEx has applied a fuel surcharge of 16.25% to this shipment

Distance Based Pricing, Zone 3

Package Delivered to Recipient Address - Release Authorized

The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as FedEx Pak

Automation INET Sender Recipient Tracking ID 771471290168 Gianna Denofrio **Ernesto Torres** FedEx Priority Overnight Service Type Wrathell, Hunt & Associates, L 285 PALAZZO CIR Package Type FedEx Pak 2300 Glades Rd SAINT AUGUSTINE FL 32092 US Zone 03 BOCARATON FL 33431 US Packages Rated Weight 1.0 lbs, 0.5 kgs Transportation Charge 10.41 Delivered Mar 04, 2023 10:49 Fuel Surcharge 2.22 Svc Area A5 Saturday Delivery 16.00 Signed by see above Residential Delivery 5.30 FedEx Use 000000000/337477/02 Total Charge USD \$33.93 Shipper Subtotal USD \$226.82 **Total FedEx Express** 

# Wrathell, Hunt & Associates, LLC

2300 Glades Rd. Suite 410W Boca Raton, FL 33431

Bill To:	
Bella Tara CDD	
PO Box 810036	
Boca Raton, FL 33481	
14	

# Invoice

Date	Invoice #		
7/21/2023	2023-1283		

Description	Am	ount
023-04 Osceola News-Gazette - Notice of Rulemaking - 04/20/23 023-05 Osceola News-Gazette - Notice of Public Hearing - 05/4 & 11/23 023-05 Osceola News-Gazette - Notice of the Intent 05/2023		63.91 156.60 336.20
		-
Building client relationships one step at a time	Total	\$556.7



Osceola News- Gazette		Invoice number	8923E5D6-0015	
222 Church Street		Notice ID	ePprhHEbnPPY9O8joaBT	
ARREST BOX	Publisher		Osceola News-Gazette	
Kissimmee, FL 34741	Date of issu Date due	Date of issue	May 26, 2023	
help.column.us		Date due	Jun 25, 2023	
Bill to		Amount due	\$63.91	
Edgowater East COO				
BELLA TARA CDO				
Description	ty	Unit price	Amount	
04/20/2023: Legal and Public	1	58.10	58.10	
Notice Notice				
04/20/2023; Legal and Public	1	5.00	5.00	
Notice Notice				
=== Notes ===		Subtotal	\$58.10	
Notice Name: BELLA TARA CDD*RULE DEVELOPMENT				
=== How to pay this invoice		Tax	0.00	
We accept ACH bank transfers, debit/credit cards, and checks. If you would	1			
like to pay by check, please pay the full amount due, write your invoice number 8923E5D6-0015 on the memo, include a printed copy of your Invoice PDF, make the check payable to Osceola News- Gazette, and mai		Processing Fee	5.81	
to the address above.		Amount due	\$63.91	
Please note that processing will take at least 7 business days and confirm any upfront payment requirements for your notice. Any check formatting errors may increase processing time or prevent processing.				
Please note that, if you pay by ACH or card, the merchant name on your billing statements will be Column Software PBC.				

Pay here: https://www.column.us/invoices/hC5FpwPLVszVgZp9WJ5A/pay



## OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in Osceola News-Gazette on the dates indicated below.

If changes are needed, please contact us prior to deadline at (407) 846-7600.

Notice ID: ePprhHEbnPPY908joaBT | Proof Updated: Apr. 17, 2023 at 09:10am EDT Notice Name: BELLA TARA CDD\*RULE DEVELOPMENT

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

FILING FOR

DAPHNE GILLYARD

Osceola News-Gazette

gillyardd+@whhassociates.com

(561) 571-0010

Columns Wide: 2

Ad Class: Legals

04/20/2023: Legal and Public Notice

58.10

Notice

04/20/2023: Legal and Public Notice

5.00

Notice

\$58.10

Tax %

Subtotal

Φ00.ΤΩ

Processing Fee

\$5.81

Total

\$63.91

See Proof on Next Page

## NOTICE OF MULE DEVELOPMENT BY THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

in accord with Chapters 120 and 190 Florida Statutos, the Beta Tata Community Development District ("District") nereby gives notice of its infention to develop Rules of Procedure to govern the operations of the District

The Rules of Procedure will addiess such areas as the Board of Superivisors, officers and voting, district offices, public information and inspection of records, potieties, public information and winshorps, rulemaking proceedings and competitive Negotiation Act, procedure englished recording auditor selection, purchase of insurance, pre-qualification, constituction contracts, goods, supplies and materials, maintenance services contractural services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for ellipsent and effective District operations and to ensure compliance with Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 19.011(5), 190.011(15) and 190.035, Finitia Statutes (2022). The specific laws implemented in the Rules of Procedure include, but are not immitted to. Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.033, 189.069(2), 4316, 199.008, 199.007, 190.08, 190.011(1), 190.011(1), 190.033, 190.055, 218.33, 218.391, 255.05, 255.0518, 255.0528, 266.0105, 286.011, 286.0111, 286.0114, 287.017, 287.055, and 287.084, Florida Statutes (2022).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, Wratheft Hunt & Associales, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571 0010.

District Manager

April 20, 2023



## OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in Osceola News-Gazette on the dates indicated below.

If changes are needed, please contact us prior to deadline at (407) 846-7600.

Notice ID: QH4QfrXW9rcbMyJffq77 | Proof Updated: Apr. 17, 2023 at 09:56am EDT Notice Name: BELLA TARA CDD BUDGET HEARING

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

FILING FOR

DAPHNE GILLYARD

Osceola News-Gazette

gillyardd+@whhassociates.com

(561) 571-0010

Columns Wide: 2

Ad Class: Legals

05/04/2023: Legal and Public Notice 71.18

Votice

05/11/2023: Legal and Public Notice 71.18

Notice

05/11/2023: Legal and Public Notice 2.50

Notice

Subtotal \$142.36 Tax % 0

Processing Fee \$14.24

Total \$156.60

See Proof on Next Page

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 AND THE FISCAL YEAR 2022/2024 BUDGETS: AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Notice is hereby given that the Board of Supervisors ("Board") of the Bella Tara Community Development District ("District") located in Oscoola County will hold public hearings on May 30, 2023 at 1:00 pm., at Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2022/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may property come before it.

A copy of the agenda and Proposed Budgets may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Fload, Suite 410W, Boca Raton, Florida 33431, (877) 276-6889 ("District Manager's Office"), during normal business hours,

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

Any person requiring special accommodations at this meeting and/or public hearings or requiring assistance connecting to any communications media technology because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (46) hours prior to the meeting and public hearings. If you are hearing or speech impaired, please contact the Florida Relay Service by draing 7-1-1, or 1-800-955-8771 (TTY) 1-800-95-8770 (Voice), for aid in contacting the District Manager's Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbalim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

May 4, 11, 2023



# OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in Osceola News-Gazette on the dates indicated below. If changes are needed, please contact us prior to deadline at (407) 846-7600.

> Notice ID: mwlqDgdVjVczk9A4EWuR | Proof Updated: Apr. 17, 2023 at 09:40am EDT Notice Name: BELLA TARA CDD UNIFORM METHOD HEARING

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

FILING FOR

DAPHNE GILLYARD

Osceola News-Gazette

gillyardd+@whhassociates.com

(561) 571-0010

Columns Wide: 2

Ad Class: Legals

05/04/2023: Legal and Public Notice Notice	76.42
05/11/2023: Legal and Public Notice Notice	76.42
05/18/2023: Legal and Public Notice Notice	76.42
05/25/2023: Legal and Public Notice Notice	76.43
05/25/2023: Legal and Public Notice Notice	1.25

\$305.69 Subtotal Tax % \$30.57

Processing Fee

\$336.26 Total

See Proof on Next Page

#### BELLA TARA COMMUNITY DEVELOPMENT DISTRICT NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Bella Tara Community Development District ("District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District oursuant to Section 197 3692. Florida Statufes. The Board of Supervisors of the District will conduct a public hearing on May 30. 292 at 1100 p.m., at Hampton Inn & Army, Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissinvnec, Florida 34746.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments ("Uniform Method") to be levied by the District on properties located on land included within the District.

The District may levy non-advalorem special assessments for the purpose of linancing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, which may consist of, among other things, recreational facilities, stormwater management improvements, irrigation, landscape, roadways, and other lawful improvements or services within or without the boundaries of the District.

Owners of the properties to be assessed and other interested parties may appear at the public heating and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing.

There may be occasions when Supervisors or District Staff may participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office, c/o Wrathiel, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010, at least forty-eight (48) hours prior to the meeting, if you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the hearing with respect to any matter considered at the hearing is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbalim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

May 4, 11, 18, 25, 2023

# Wrathell, Hunt & Associates, LLC

2300 Glades Rd. Suite 410W Boca Raton, FL 33431

Bill To:	
Bella Tara CDD PO Box 810036	
Boca Raton, FL 33481	

# Invoice

Date	Invoice #	
7/21/2023	2023-1284	

Description	Amo	ount
2023-07 Hampton Inn & Suites - Meeting Room - 06-27-23		161.88
Building client relationships one step at a time	Total	\$161.88



Hampton Inn and Suites by Hilton - Orlando-South Lake Buena Vista, FL Kissimmee 34746 US 4073968700 MCOOS\_Hampton\_Suites@Hilton.com

### **House Account Folio**

**House Account Details** 

Name

BELLA TARA CDD

406

Account Number Address

City, State, Zip Code

Country

**Additional Details** 

Start Date Jun 27, 2023

End Date

Jun 28, 2023 TEMPORARY

Type Status

CLOSED

Bill Number

Tax Exemption No

**Company Details** 

Name Tax ID

PO Number

Account Name

Date	Туре	Description	Amount
Jun 27, 2023	Charge	MEETING ROOM	\$125.00
Jun 27, 2023	Tax	MISC - SALES TAX	\$9.38
Jun 27, 2023	Charge	22% SERVICE CHARGE	\$27.50
Jun 28, 2023	Payments	MASTER-6763	\$-161.88

Summary	
Туре	Amount
22% SERVICE CHARGE	\$27.50
MEETING ROOM	\$125.00
MISC - SALES TAX	\$9.38
CREDIT CARD	\$161.88
Guest Paid Out	\$0.00
Folio Balance	\$0.00

# Wrathell, Hunt & Associates, LLC

2300 Glades Rd. Suite 410W Boca Raton, FL 33431

Bill To:	
Bella Tara CDD PO Box 810036	
Boca Raton, FL 33481	
1	
j.	

# Invoice

Date	Invoice #
9/29/2023	2023-1351

Description	Amo	ount
Reimburse FedEx - 8-239-07287		14.08
Building client relationships one step at a time	Total	\$14.0



Invoice Number Invoice Date **Account Number** Page 8-239-07287 5 of 6 Aug 29, 2023 3195-2454-1 Ship Date: Aug 22, 2023 Cust. Ref.: Mail Ref.#2: Payor: Shipper Ref.#3: Fuel Surcharge - FedEx has applied a fuel surcharge of 17.75% to this shipment. Distance Based Pricing, Zone 2 Automation Sender Recipient Tracking ID 773096653398 Shane Willis Attn: Daphne Gillyard FedEx Standard Overnight Service Type WHA Wrathell, Hunt & Assoc., LLC Package Type FedEx Envelope 9220 Bonita Beach Rd 2300 Glades Road Zone MARCO ISLAND FL 34145 US BOCA RATON FL 33431 US Packages Rated Weight N/A Delivered Aug 23, 2023 09:38 Svc Area A1 Transportation Charge 7.29 Signed by **D.DAPHNE** Fuel Surcharge 0.51 000000000/61301/\_ FedEx Use **Total Charge** USD \$7.80 Ship Date: Aug 23, 2023 Cust. Ref.: Bella Tara Ref.#2: Payor: Shipper Ref.#3: Fuel Surcharge - FedEx has applied a fuel surcharge of 17.75% to this shipment. Distance Based Pricing, Zone 3 Package Delivered to Recipient Address - Release Authorized Automation INET Sender Recipient Tracking ID 773141477591 **Ernesto Torres** Attn: Daphne Gillyard FedEx Priority Overnight Service Type Wrathell, Hunt & Assoc., LLC Wrathell, Hunt & Assoc., LLC Package Type **Customer Packaging** 285 PALAZZO CIR 2300 Glades Road Zone 03 SAINT AUGUSTINE FL 32092 US BOCA RATON FL 33431 US Packages Rated Weight 5.0 lbs, 2.3 kgs Aug 24, 2023 09:29 Delivered Transportation Charge 13.16 Svc Area A1 Fuel Surcharge 0.92 Signed by see above Courier Pickup Charge 0.00 FedEx Use 000000000/337507/02 **Total Charge** USD \$14.08 Ship Date: Aug 23, 2023 Cust. Ref.: Ridge at Apopka Payor: Shipper Ref.#3: Fuel Surcharge - FedEx has applied a fuel surcharge of 17.75% to this shipment. Distance Based Pricing, Zone 3 Package Delivered to Recipient Address - Release Authorized Automation INET Sonder Recipient Tracking ID 773141499530 **Ernesto Torres** Attn: Daphne Gillyard Service Type FedEx Priority Overnight Wrathell, Hunt & Assoc., LLC Wrathell, Hunt & Assoc., LLC Package Type **Customer Packaging** 285 PALAZZO CIR 2300 Glades Road Zone 03 SAINT AUGUSTINE FL 32092 US BOCA RATON FL 33431 US **Packages** Rated Weight 5.0 lbs, 2.3 kgs Aug 24, 2023 09:29 Delivered Transportation Charge 13.16 Svc Area Fuel Surcharge 0.92 Signed by see above Courier Pickup Charge 0.00 000000000/337507/02 FedEx Use **Total Charge** USD \$14.08 Ship Date: Aug 24, 2023 Cust. Ref.: Bill back SN

Fuel Surcharge - FedEx has applied a fuel surcharge of 17.75% to this shipment

Ref.#3:

Stephanie Schackmann

2300 Glades Road BOCA RATON FL 33431 US

Wrathell, Hunt & Associates, L

Distance Based Pricing, Zone 7

Payor: Shipper

Automation Tracking ID 782906706628 FedEx Standard Overnight Service Type Package Type FedEx Envelope 07 Zone Packages Rated Weight N/A

Delivered Aug 25, 2023 11:18

Continued on next page

Recipient

U.S Bank, N.A.-CDD Lockbox Services-12-2657 EP-MN-01LB SAINT PAUL MN 55108 US

# Wrathell, Hunt & Associates, LLC

2300 Glades Rd. Suite 410W Boca Raton, FL 33431

Bill To:	
Bella Tara CDD	
PO Box 810036	
Boca Raton, FL 33481	
10	
17	
N	

# Invoice

Date	Invoice #
9/29/2023	2023-1365

Description	Amount	
Reimburse FedEx - 8-110-48281		7.93
y -		
	1	
W-		34
Building client relationships one step at a time	Total	\$7.9

Invoice Number	Invoice Date	Account Number	Page	•
8-110-48281	Apr 25, 2023	3195-2454-1	4 of 5	5

#### Tracking ID: 771886963009 continued

Rated Weight

5.0 lbs, 2.3 kgs

Delivered

Apr 20, 2023 09:46

Svc Area

A1

Signed by FedEx Use see above

Transportation Charge

Fuel Surcharge Total Charge

USD

1.42 \$21.64

20.22

Ship Date: Apr 19, 2023

000000000/161365/02

Cust. Ref.: Bill back Bella Tara

Ref.#2:

Recipient

Recipient

EP-MN-01LB

U.S Bank, N.A.-CDD

Lockbox Services-12-2657

SAINT PAUL MN 55108 US

USD

Stephanie Schackman

2300 Glades Road

Wrathell, Hunt & Assoc., LLC

**BOCA RATON FL. 33431 US** 

Payor: Shipper

Ref.#3:

Sender

Centerline

Fuel Surcharge - FedEx has applied a fuel surcharge of 15.75% to this shipment,

Distance Based Pricing, Zone 2

Package Delivered to Recipient Address - Release Authorized

Automation Tracking ID

Package Type

Zone

INET

771895831299

Service Type

FedEx Standard Overnight

**Customer Packaging** 

02

Packages

Rated Weight

Delivered

Svc Area A1

Signed by see above FedEx Use

1.0 lbs, 0.5 kgs Apr 20, 2023 09:46

Fuel Surcharge Courier Pickup Charge

Ernesto Mitsumasu

15481 S.W. 12th Street

000000000/161357/02

Transportation Charge

FORT LAUDERDALE FL 33326 US

**Total Charge** 

Cust. Ref.: Summerstone check

USD Ref.#2: Bill to summerstone

Ship Date: Apr 20, 2023 Payor: Shipper

Ref.#3: Fuel Surcharge - FedEx has applied a fuel surcharge of 15.75% to this shipment.

Distance Based Pricing, Zone 7

Automation Tracking ID Service Type

Package Type

Zone

INET 771903407928 FedEx Priority Overnight

FedEx Envelope 07

Packages 1 N/A

Rated Weight Delivered Apr 21, 2023 10:11

Svc Area A1

C.SCHWARTZ

Signed by FedEx Use 000000000/83879/ Ship Date: Apr 20, 2023

Sender Chloe Hiteshew

WHA 2300 Glades Rd

BOCA RATON FL 33431 US

Transportation Charge

Luel Surcharge **Total Charge** 

Cust. Ref.: Pocket Seals

Ref.#3:

Fuel Surcharge - FedEx has applied a fuel surcharge of 15.75% to this shipment.

· Distance Based Pricing, Zone 2 Package sent from 34104 zip code

· Package Delivered to Recipient Address - Release Authorized

Automation Tracking ID Service Type

Package Type

Payor: Shipper

INET 771909862048

FedEx Standard Overnight FedEx Envelope

Zone 02 Packages

Rated Weight N/A

Apr 21, 2023 09:39 Delivered Svc Area A1

Signed by see above 000000000/61301/02 FedEx Use

Sonder Shane Willis

WHA 9220 Bonita Beach RD BONITA SPRINGS FL 34135 US

Transportation Charge

Fuel Surcharge

**Total Charge** 

Recipient

Ref.#2:

Attn: Daphne Gillyard Wrathell, Hunt & Assoc., LLC 2300 Glades Road BOCA RATON FL 33431 US

USD

0.51 \$7.80

7.29

10.87

0.76

\$11.63



# **Bella Tara**

## **Community Development District**

Funding Request #10

December 18, 2023

	PAYEE		GENERAL FUND
1	GMS-Central Florida, LLC		
	Inv# 2 - Mgmt Fees & Expenses (Nov 2023)	\$	3,547.08
2	Kilinski VanWyk PLLC		
	Inv# 5829 - General Counsel (Jan 23)	\$	126.50
	Inv# 6257 - General Counsel (Dec 22)	\$	659.65
	TOTAL	<i>\$</i>	4,333.23

Please make check payable to:

**Bella Tara Community Development District** 

5385 N Nob Hill Road Sunrise, FL 33351

## GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

# **Invoice**

Invoice #: 3

Invoice Date: 12/1/23

Due Date: 12/1/23

Case:

P.O. Number:

### Bill To:

Bella Tara 219 E Livingston St Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - December 2023 Website Administration - December 2023		3,125.00	3,125.00
Website Administration - December 2023		100.00	100.00
Information Technology - December 2023		150.00	150.00
Office Supplies	200	0.06	0.06
Postage Orlando Sentenial		1.27 170.75	1.27 170.75
Unando Sentenial		170,75	170.70
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Total	\$3,547.08
Payments/Credits	\$0.00
Balance Due	\$3,547.08



## **INVOICE**

Invoice # 5829 Date: 02/21/2023 Due On: 03/23/2023

# Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Bella Tara CDD 2300 Glades Rd. 410W Boca Raton, FL 33431

### BTCDD-1

### **Bella Tara CDD - General**

Туре	Professional	Date	Notes	Quantity	Rate	Total
Service	AL	01/24/2023	Draft notice of establishment; Send district staff ordinance establishing district.	0.30	\$225.00	\$67.50
Service	AL	01/30/2023	Call to newspaper regarding publication.	0.10	\$225.00	\$22.50
Service	RVW	01/31/2023	Monitor legislative activity for impact on special districts.	0.10	\$365.00	\$36.50

Quantity Subtotal 0.5

Time Keeper	Quantity	Rate	Total
Ashley Ligas	0.4	\$225.00	\$90.00
Roy Van Wyk	0.1	\$365.00	\$36.50
		Quantity Total	0.5
		Total	\$126.50

### **Detailed Statement of Account**

#### Other Invoices

|--|

### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5829	03/23/2023	\$126.50	\$0.00	\$126.50
			Outstanding Balance	\$786.15
			Total Amount Outstanding	\$786.15

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



## **INVOICE**

Invoice # 6257 Date: 03/16/2023 Due On: 04/15/2023

# Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Bella Tara CDD 2300 Glades Rd. 410W Boca Raton, FL 33431

### BTCDD-1

### **Bella Tara CDD - General**

Туре	Professional	Date	Notes	Quantity	Rate	Total
Service	КІ	12/01/2022	Review status of establishment hearing; confer with newspaper regarding cancelling publication.	0.20	\$180.00	\$36.00
Service	KI	12/05/2022	Review establishment hearing schedule.	0.10	\$180.00	\$18.00
Service	KI	12/07/2022	Confer with county regarding updated hearing date; prepare updated notice of establishment hearing; confer with newspaper regarding same.	0.50	\$180.00	\$90.00
Service	KI	12/08/2022	Review partially executed petitioner's agreement.	0.20	\$180.00	\$36.00
Service	KI	12/12/2022	Review proof of publication of notice of establishment hearing.	0.20	\$180.00	\$36.00
Service	КІ	12/13/2022	Confer with newspaper regarding publication of notice of establishment hearing.	0.30	\$180.00	\$54.00
Service	КІ	12/14/2022	Confer with newspaper regarding publication of notice of establishment hearing.	0.10	\$180.00	\$18.00
Service	KI	12/15/2022	Confer with county regarding hearing and publication dates.	0.20	\$180.00	\$36.00
Service	KI	12/16/2022	Review hearing schedule; confer with county.	0.20	\$180.00	\$36.00
Service	KI	12/17/2022	Review affidavit of publication of notice of establishment hearing.	0.20	\$190.00	\$38.00

Service	KI	12/29/2022	Review affidavits of publication of notice of establishment hearing.	0.20	\$180.00	\$36.00
Service	KI	01/03/2023	Review affidavits of publication and confer with county.	1.00	\$180.00	\$180.00
Service	KI	01/05/2023	Review affidavit of publication of notice of establishment hearing; confer with county.	0.20	\$180.00	\$36.00
Expense	AL	01/13/2023	Certified Ordinance Fee: Certified Ordinance Fee	1.00	\$9.65	\$9.65

Quantity Subtotal 3.6

Time Keeper	Quantity	Rate	Total
Katherine Ibarra	0.2	\$190.00	\$38.00
Katherine Ibarra	3.4	\$180.00	\$612.00
		Quantity Total	3.6
		Total	\$659.65

## **Detailed Statement of Account**

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5829	03/23/2023	\$126.50	\$0.00	\$126.50

### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6257	04/15/2023	\$659.65	\$0.00	\$659.65
			Outstanding Balance	\$786.15
			Total Amount Outstanding	\$786.15

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



# **Bella Tara**

## **Community Development District**

Funding Request #11

January 23, 2024

	PAYEE	GENERAL FUND		
1	GMS-Central Florida, LLC			
	Inv# 6 - Mgmt Fees & Expenses (Jan 2024)	\$	3,538.17	
2	Kutak Rock, LLP			
	<sup>(1)</sup> Inv# 3296961 - Validation (Sep 23)	\$	2,806.50	
	Inv# 3310902 - Attorneys Fees (Oct 23)	\$	741.50	
	<sup>(1)</sup> Inv# 3310903 - Validation (Oct 23)	\$	470.00	
	Inv# 3328609 - Attorneys Fees (Nov 23)	\$	778.73	
	TOTAL	<i>\$</i>	7,086.17	

<sup>(1)</sup> All Capital Related expenses will be reimbursed upon the issuance of Bonds. Please make check payable to:

**Bella Tara Community Development District** 

5385 N Nob Hill Road Sunrise, FL 33351

## GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

# **Invoice**

Invoice #: 6

Invoice Date: 1/1/24 Due Date: 1/1/24

Case:

P.O. Number:

#### Bill To:

Bella Tara 219 E Livingston St Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - January 2024 Website Administration - January 2024 Information Technology - January 2024 Orlando Sentenial		3,125.00 100.00 150.00 163.17	3,125.00 100.00 150.00 163.17

Total	\$3,538.17
Payments/Credits	\$0.00
Balance Due	\$3,538.17

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

October 25, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha Kutak Rock LLP

Reference: Invoice No. 3296961

Client Matter No. 40123-4

A/C # 24690470

Notification Email: eftgroup@kutakrock.com

Mr. Craig Wrathell Bella Tara Community Development District 5385 N Nob Hill Road Sunrise, FL 33351

Invoice No. 3296961 40123-4

Re: Vali	dation			
For Professi	onal Legal Service	s Rendered		
09/01/23	K. Ibarra	0.20	38.00	Correspondence with judicial assistant regarding order to show cause
09/05/23	J. Earlywine	0.20	61.00	Address item regarding validation hearing
09/05/23	K. Ibarra	1.00	190.00	Correspondence with judicial assistant regarding notice and order to show cause execution; research available hearing dates; correspondence with newspaper
09/05/23	A. Ligas	0.80	188.00	Prepare joint stipulation
09/06/23	A. Ligas	0.60	141.00	Prepare joint stipulation
09/07/23	A. Ligas	0.20	47.00	Prepare joint stipulation
09/12/23	A. Ligas	1.40	329.00	Prepare joint stipulation, prehearing memorandum of law and proposed final judgment; draft Trustee's Certificate and send the same for signature; conference with Ibarra regarding meeting minutes
09/13/23	J. Earlywine	0.50	152.50	Review final judgment and joint stipulation, along with various exhibits; follow-up email

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

Bella Tara Community Development Distric October 25, 2023 Client Matter No. 40123-4 Invoice No. 3296961

Page 2

09/13/23	K. Ibarra	1.30	247.00	Prepare joint stipulation, final judgment and prehearing memorandum of law
09/13/23	A. Ligas	0.10	23.50	Follow up on certificates for joint stipulation
09/14/23	K. Ibarra	0.10	19.00	Review e-tearsheet of notice and order to show cause
09/15/23	K. Ibarra	0.10	19.00	Review affidavit of publication of notice and order to show cause
09/15/23	A. Ligas	0.70	164.50	Follow up on certificates for joint stipulation and draft minutes; prepare joint stipulation
09/18/23	K. Ibarra	1.10	209.00	Prepare joint stipulation; correspondence with assistant state attorney
09/18/23	A. Ligas	0.10	23.50	Prepare joint stipulation
09/19/23	K. Ibarra	2.50	475.00	Correspondence with court reporter and judge; prepare and file joint stipulation and prehearing memorandum of law
09/20/23	K. Ibarra	0.20	38.00	Prepare correspondence to judge
09/22/23	K. Ibarra	0.40	76.00	Prepare letter to judge regarding joint stipulation, final judgment and prehearing memorandum of law
09/26/23	K. Ibarra	0.70	133.00	Prepare for bond validation hearing
09/27/23	J. Earlywine	0.70	213,50	Confer with Flint regarding methodology and validation hearing; prepare for and attend validation hearing; follow-up
09/27/23	K. Ibarra	0.10	19.00	Prepare for bond validation hearing
TOTAL HO	OURS	13.00		

Bella Tara Community Development Distric October 25, 2023 Client Matter No. 40123-4 Invoice No. 3296961 Page 3

#### TOTAL FOR SERVICES RENDERED

\$2,806.50

#### DISBURSEMENTS

Freight and Postage 27.79 Reproduction Costs 5.20

Miscellaneous 1,134.38 VENDOR: TRIBUNE

PUBLISHING COMPANY LLC dba ORLAN; INVOICE#: 079749490000; DATE:

9/17/2023 - Public Notice

TOTAL DISBURSEMENTS 1,167.37

TOTAL CURRENT AMOUNT DUE \$3,973.87

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

November 16, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha

Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3310902

Client Matter No. 40123-1

Notification Email: eftgroup@kutakrock.com

Bella Tara Community Development District 5385 N Nob Hill Road Sunrise, FL 33351

Invoice No. 3310902 40123-1

Re: Ger	neral Counsel			
For Profess	sional Legal Service	s Rendered		
10/11/23 10/13/23	J. Earlywine A. Ligas	0.20 0.30	61.00 70.50	Email Ford regarding records Follow up on budget funding agreement, acquisition agreement and temporary construction
10/18/23	J. Earlywine	0.80	244.00	easement; email with district staff regarding the same Conference call with Toll Bros representatives; follow-up email regarding same
10/18/23	J. Earlywine	0.20	61.00	Review draft agenda package and open items; email regarding same
10/23/23	J. Earlywine	0.60	183.00	Prepare draft supplemental engineer's report; review agenda package and prepare for meeting
10/24/23	J. Earlywine	0.40	122.00	Prepare for, travel to and from, and attend Board meeting; follow-up
TOTAL H	OURS	2.50		

Bella Tara Community Development Distric November 16, 2023 Client Matter No. 40123-1 Invoice No. 3310902 Page 2

TOTAL FOR SERVICES	\$741.50		
TOTAL CURRENT AMO	\$741.50		
UNPAID INVOICES:			
September 28, 2023	Invoice No. 3282874	213.50	
TOTAL DUE		\$955.00	

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

November 16, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha

Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3310903

Client Matter No. 40123-4

Notification Email: eftgroup@kutakrock.com

Bella Tara Community Development District 5385 N Nob Hill Road Sunrise, FL 33351

Invoice No. 3310903

40123-4

Re: Validation

For Professional Legal Services Rendered

10/04/23 K. Ibarra 0.80 152.00 Prepare letter to judge regarding final judgment; uploading issues
10/16/23 K. Ibarra 0.20 38.00 Review executed and recorded final judgment; calendar appeal period

TOTAL HOURS 1.00

Bella Tara Community Development Distric November 16, 2023 Client Matter No. 40123-4 Invoice No. 3310903 Page 2

TOTAL FOR SERVICES RENDERED

\$190.00

DISBURSEMENTS

Miscellaneous 280.00 VENDOR: HUSEBY GLOBAL

LITIGATION; INVOICE#: 90028065; DATE: 10/27/2023 - Transcript of Hearing Held on

September 27, 2023

TOTAL DISBURSEMENTS 280.00

TOTAL CURRENT AMOUNT DUE \$470.00

UNPAID INVOICES:

 September 28, 2023
 Invoice No. 3282876
 1,002.90

 October 25, 2023
 Invoice No. 3296961
 3,973.87

TOTAL DUE \$5,446.77

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

December 27, 2023

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470 Reference: Invoice No. 3328609

Client Matter No. 40123-1

Notification Email: eftgroup@kutakrock.com

Bella Tara Community Development District 5385 N Nob Hill Road Sunrise, FL 33351

Invoice No. 3328609

40123-1

Re: Gen	eral Counsel			
For Profess	ional Legal Services	Rendered		
11/07/23	B. Davenport	0.30	79.50	Review election documents; prepare election chart
11/08/23	K. Ibarra	0.40	76.00	Prepare certificate of no appeal and letter to clerk
11/10/23	J. Earlywine	0.10	30.50	Follow-up regarding recordable consent
11/10/23	K. Ibarra	0.10	19.00	Review executed certificate of no appeal
11/11/23	K. Ibarra	0.50	95.00	Prepare initial declaration of consent
11/14/23	K. Ibarra	0.50	95.00	Review and record executed declaration of consent; correspondence with developer regarding acquisition agreement and temporary construction easement
11/15/23	K. Ibarra	0.50	95.00	Review executed acquisition agreement and temporary construction easement; record temporary construction easement
11/16/23	K. Ibarra	0.20	38.00	Correspondence with district manager regarding agreements
11/21/23	J. Earlywine	0.20	61.00	Review project status, and update tracking chart; email regarding

Bella Tara Community Development Distric December 27, 2023 Client Matter No. 40123-1 Invoice No. 3328609 Page 2

upcoming Board meetings

TOTAL HOURS

2.80

TOTAL FOR SERVICES RENDERED

\$589.00

DISBURSEMENTS

Filing and Court Fees Freight and Postage 144.00

45.73

TOTAL DISBURSEMENTS

189.73

TOTAL CURRENT AMOUNT DUE

\$778.73

UNPAID INVOICES:

September 28, 2023

Invoice No. 3282874

213.50

November 16, 2023

Invoice No. 3310902

741.50

TOTAL DUE

\$1,733.73



# **Bella Tara**

## **Community Development District**

Funding Request #12

February 16, 2024

	PAYEE	G	ENERAL FUND
1	GMS-Central Florida, LLC		
	Inv# 7 - Mgmt Fees & Expenses (Feb 24)	\$	3,402.57
2	Kutak Rock, LLP		
	Inv# 3340692 - Attorneys Fees (Dec 23)	\$	268.00
3	Realign Web Design		
	Inv# 939 - Website Development	\$	1,750.00
	TOTAL	<i>\$</i>	5,420.57

<sup>(1)</sup> All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

**Bella Tara Community Development District** 

5385 N Nob Hill Road Sunrise, FL 33351

## GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 7

Invoice Date: 2/1/24 Due Date: 2/1/24

Case:

P.O. Number:

Payments/Credits

**Balance Due** 

\$0.00

\$3,402.57

### Bill To:

Bella Tara 219 E Livingston St Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - February 2024 Website Administration - February 2024 Information Technology - February 2024 Postage		3,125.00 100.00 150.00 27.57	3,125.00 100.00 150.00 27.57
	Total		\$3,402.57

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

January 23, 2024

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3340692

Client Matter No. 40123-1

Notification Email: eftgroup@kutakrock.com

Bella Tara Community Development District 5385 N Nob Hill Road Sunrise, FL 33351

Invoice No. 3340692

40123-1

Re: Gene	eral Counsel			
For Professi	ional Legal Service	es Rendered		
12/02/23	L. Whelan	0.30	115.50	Allocation of attorney time relative to legislative monitoring activities
12/29/23	J. Earlywine	0.50	152.50	Review interlocal and petitioner's agreements; search online records; email regarding City request
TOTAL HO	DURS	0.80		
TOTAL FO	R SERVICES RE	NDERED		\$268.00
TOTAL CU	RRENT AMOUN	IT DUE		\$268.00
UNPAID IN	NVOICES:			
November 16, 2023		Invoice No. 3310902		741.50
T. 1887 F. S.		Invoice N	o. 3328609	778.73
TOTAL DU	JE			\$1,788.23

A 30 day notice is required to terminate trapping service in writing. Termination fees may apply.



ReAlign Web Design 650 North Alafaya Trail, Suite 101 #780334 Orlando FL, 32828 (3?1) 262-2823

# Invoice

Date	Invoice #
1/24/2024	939

Description	Quantity	Rate	Amount
BellaTaraCi)D.com Website Development	1	1,750.00	1,750.00
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			Const
		Total	\$1,750.0



# **Bella Tara**

## **Community Development District**

Funding Request #13

March 26, 2024

	PAYEE		GENERAL FUND
1	GMS-Central Florida, LLC Inv# 8 - Mgmt Fees & Expenses (Mar 24)	\$	3,375.00
2	Kutak Rock, LLP Inv# 3353635 - Attorneys Fees (Jan 24)	\$	1,579.00
	TOTAL	<i>\$</i>	4,954.00

<sup>(1)</sup> All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

**Bella Tara Community Development District** 

5385 N Nob Hill Road Sunrise, FL 33351

# GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 8

Invoice Date: 3/1/24

Due Date: 3/1/24

Case:

P.O. Number:

**Balance Due** 

\$3,375.00

### Bill To:

Bella Tara 219 E Livingston St Orlando, FL 32801

Description		Hours/Qty	Rate	Amount
Management Fees - March 2024 Vebsite Administration - March 2024 Information Technology - March 2024				3,125.00 100.00 150.00
	•			
		Total		\$3,375.00
		Payment	ts/Credits	\$0.00

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

February 20, 2024

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To: ABA #104000016

First National Bank of Omaha Kutak Rock LLP

A/C # 24690470 Reference: Invoice No. 3353635

Client Matter No. 40123-1

Notification Email: eftgroup@kutakrock.com

Bella Tara Community Development District 5385 N Nob Hill Road Sunrise, FL 33351

Invoice No. 3353635

40123-1

Re: Gen	eral Counsel			
For Professi	ional Legal Service	s Rendered		
01/03/24	J. Earlywine	0.50	160.00	Conference call with City Attorney regarding interlocal; follow-up with Sullivan; follow-up notes
01/07/24	J. Earlywine	1.60	512.00	Review petitioner's agreement and interlocal; prepare assignment of agreements; review establishment petition and ordinance; email regarding same; review project status; email regarding next steps
01/08/24	J. Earlywine	1.50	480.00	Confer with Perry regarding interlocal and assignment; research case law regarding same; review interlocal and petitioner's agreement; prepare assignment and interlocal/petitioners agreement with City; email regarding same

Bella Tara Community Development Distric February 20, 2024 Client Matter No. 40123-1 Invoice No. 3353635 Page 2

01/11/24	J. Earlywine	1.10	352.00	Confer with Perry regarding open items; email regarding interlocal agreement; prepare school board release; email regarding same; email City Staff regarding same
01/14/24	G. Lovett	0.30	75.00	Monitor legislative process relating to matters impacting special districts
TOTAL HO	URS	5.00		
TOTAL FOI	R SERVICES RE	NDERED		\$1,579.00
TOTAL CU	RRENT AMOUN	NT DUE		\$1,579.00
UNPAID IN	VOICES:			
November 1	6, 2023	Invoice N	o. 3310902	741.50
December 2		Invoice No. 3328609		778.73
	January 23, 2024 Invoice No. 3340692			268.00
TOTAL DU	E			\$3,367.23