

BUENA LAGO

**COMMUNITY DEVELOPMENT
DISTRICT**

August 17, 2023

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

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Buena Lago Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 10, 2023

Board of Supervisors
Buena Lago Community Development District

Dear Board Members:

The Board of Supervisors of the Buena Lago Community Development District will hold Public Hearings and a Regular Meeting on August 17, 2023 at 10:30 a.m., or as soon thereafter the matter may be heard at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor John Wiggins [SEAT 3]
4. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2024*
 - Administration of Oath of Office to Appointed Supervisor (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2023-04, Designating Certain Officers of the District, and Providing for an Effective Date
6. Public Hearing to Consider the Adoption of the Fiscal Year 2023/2024 Budget
 - A. Proof/Affidavit of Publication

ATTENDEES:

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

- B. Consideration of Resolution 2023-05, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
7. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2023-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
8. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2022, Prepared by Grau & Associates
9. Consideration of Resolution 2023-07, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2022
10. Ratification of Termination of Floralawn, Inc. for Landscape & Irrigation Services
11. Ratification of Florida ULS Operating, LLC d/b/a United Land Services, LLC, Landscape & Irrigation Services Agreement
12. Acceptance of Unaudited Financial Statements as of June 30, 2023
13. Approval of May 18, 2023 Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 16 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: September 21, 2023 at 10:30 AM

○ QUORUM CHECK

SEAT 1	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBYN BRONSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROGER VAN AUKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

15. Board Members' Comments/Requests

16. Public Comments

17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,



Daniel Rom
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 528 064 2804

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3




August 1st 2023

To: Buena Lago Community Development District

I, John Wiggins, resign my seat from the Buena Lago Community Development District effective August 1st, 2023.

Thank You,



John Wiggins

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Buena Lago Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Daniel Rom is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED THIS 17TH DAY OF AUGUST, 2023.

ATTEST:

**BUENA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6A

**PROOF OF
PUBLICATION**
From

**OSCEOLA
NEWS-GAZETTE**

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

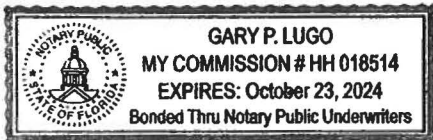
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who under oath says that she is the Business Manager of the Osceola News-Gazette, a weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

JULY 20, 2023

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this

Pamela B.



Gary P. Lugo

Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 7/20/23

*BUENA LAGO
CDD*

LAST PUBLICATION: 7/20/23

*NOTICE OF
FY 2024*

*O&M & BUDGET
HEARINGS*



Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Ste. 5, Kissimmee, FL 34744
Phone: 407-846-7600

Email: glugo@osceolanewsgazette.com

You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

JOHNSON UNIVERSITY

Continued from Page 1

Florida faculty and staff, we have been unsuccessful in increasing enrollment significantly and the campus has not made sufficient progress toward its benchmarks," Johnson said.

The university is working with students, faculty and to help them with future endeavors, officials said.

Students can transfer to the Tennessee campus to complete their degree after this year. The university is offering a "last-dollar" tuition program which will cover the cost of their tuition after grants and scholarships are applied. For those who complete this academic year at the Florida campus and wish to finish their degree online,

the university is offering a 50 percent tuition discount.

The university also developed transfer options with Florida College, Palm Beach Atlantic University, Southeastern University in Lakeland, Trinity College of Florida, and Warner University.

"During Johnson's 10-year history operating a campus in Osceola County, we have had some 'cream of the crop' students enrolled here," Johnson said. "Our graduates now live across the world, and they are impacting their churches and communities in a positive way because of the education and inspiration they received at Johnson. We are proud of our students and express

our appreciation to them, to our tremendous faculty and staff members, and to the community for all of the support. We look forward to welcoming our fall class to Johnson next month as we continue to provide a quality education for their final year before we close in June 2024."

University officials said they would be meeting with each faculty member about the campus closing. Some will be asked to stay on as staff or faculty at the Tennessee campus; others will not. Staff being let go will receive severance pay based on years of service. Faculty will be paid per their current contracts through the end of the academic year.

County property tax millage rate staying put for '24

By Ken Jackson Editor

Osceola County's property tax rate is slated to remain at 8.2308 as officials begin the process of putting together its Fiscal Year 2024 budget.

The millage rate — a 'mill' represents \$100 in property taxes for every \$100,000 of value — will remain at 8.2308 mills this year, the county announced Monday.

That rate has not changed in 13 years. To calculate the property tax, multiply the assessed value by the mill rate and then divide by 1,000.

The proposed recommended FY24 budget is currently about 25 percent smaller than FY23, at about \$1.693 billion. But it currently does not include estimates for continuing capital and grant projects which will be included for the first public budget hearing on Sept. 7, the first chance the public will have to give input on the FY24 budget and proposed millage and rates.

"The Budget represents a continued effort to provide

a high level of service to Osceola County residents, business owners, and visitors, along with an investment in supporting infrastructure

"The Budget represents a continued effort to provide a high level of service to Osceola County residents, business owners, and visitors, along with an investment in supporting infrastructure and public safety."

— DON FISHER COUNTY MANAGER

and public safety," County Manager Don Fisher wrote in his overview of the proposed budget. "The County continues to be positioned well financially to meet the challenges associated with continued growth and changing economic conditions while maintaining millage rate stability over the past 13 years."

The budget includes requests from Constitutional offices such as the Sheriff's Office, which

is seeking an increase of \$9.9 million that includes salary adjustments to be competitive in the market and retain personnel, as well as a request to fund new civilian positions.

"The County Manager's presented plan not only addresses our immediate needs, but also upholds the fiscally responsible policies that have proven successful for the past 13 years," Osceola Commission Chairwoman Viviana Janer said in a county release. "While our revenues reflect the remarkable growth happening within the County, the rising demand for services to match this growth remains a perpetual challenge.

"I am confident in our Strategic Plan and our efforts in crucial areas such as transportation and infrastructure, public safety, senior care, resident career enrichment, affordable housing options, and economic development"

The proposed FY24 budget and related documents can be found at bit.ly/2024-budget.

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BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("**Board**") for the Buena Lago Community Development District ("**District**") will hold the following two public hearings and a regular meeting on **August 17, 2023, at 10:30 a.m., and located at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.** The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Annual O&M Assessment(1)
Developed Lot	314	\$530.70

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may

be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least 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 Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



**PROOF OF
PUBLICATION**
From

**OSCEOLA
NEWS-GAZETTE**

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

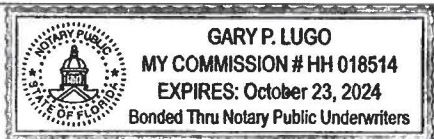
Before me, the undersigned authority,
personally appeared Pamela Bikowicz,
who under oath says that she is the
Business Manager of the
Osceola News-Gazette, a weekly
newspaper published at Kissimmee, in
Osceola County, Florida; that the attached
copy of the advertisement was published
in the regular and entire edition of said
newspaper in the following issues:

JULY 27, 2023

Affiant further says that the
Osceola News-Gazette is a newspaper
published in Kissimmee, in said
Osceola County, Florida, and that
the said newspaper has heretofore
been continuously published in said
Osceola County, Florida, for a period
of one year preceding the first publication
of the attached copy of advertisement;
and affiant further says that she has
neither paid nor promised any person,
firm or corporation any discount, rebate,
commission or refund for the purpose of
securing this advertisement for publication
in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this

Pamela B.



Gary P. Lugo
Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 7/27/23

*NOTICE OF
PUBLIC
HEARINGS*

LAST PUBLICATION: 7/27/23

BUENA LAGO CDD

*FY 2023/2024
BUDGET*



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www.aroundosceola.com or www.floridapublicnotices.com

CFX

Continued from Page 1

“The expressway will help us keep up with the growth occurring in this region, something prevalent throughout Central Florida,” said Ralph Bove, CFX’s program manager for the Southport Connector, at Tuesday’s meeting. “We started the (impact) study in 2020, and we’re continuing to evaluate alternatives that avoid or minimize significant adverse impacts.”

Bove said the main reason CFX feels it needs to go down the middle of Cypress Parkway is that the space available for right of way in that corridor, 300 feet, is better than, say, along KOA Street, which only has 150 feet and would adversely and directly impact residents along it.

“A community group called SCAR (Southport Connector Alternative Routes) has a website (scarofpoinciana.com), detailing how the road could instead travel along the eastern or western boundaries of Reedy Creek and not impact Cypress Parkway while connecting

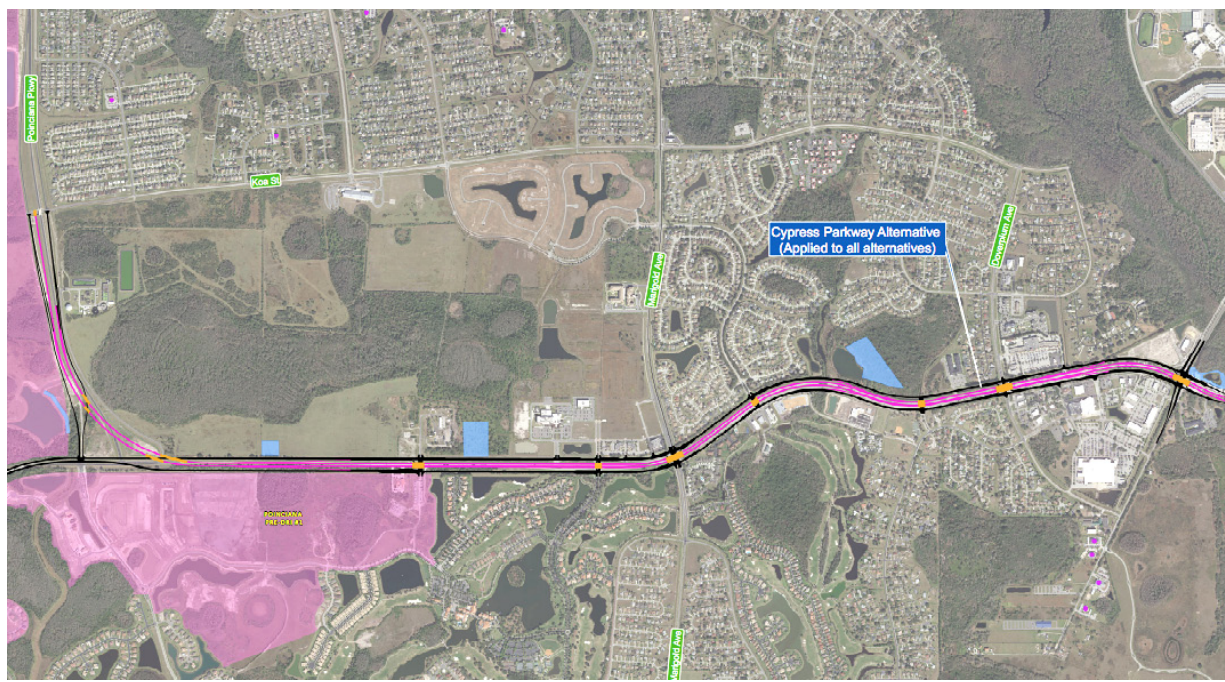
the two A-to-B points CFX is trying to meet.

“Those alternatives would have direct and significant adverse effects on the human and natural environment.”

Bove said the new street-level Cypress Parkway would have enhanced intersections and signals, and could be expanded from four to six lanes in the future. And the expressway could be changed to just be elevated by earthen walls over cross streets like Solivita Boulevard and Laurel, Marigold and Doverplum avenues.

“All options are on the table,” Bove said. “This will significantly increase the capacity and improve mobility along Cypress Parkway.”

The SCAR group has even gone as far as to file suit with the U.S. Department of Transportation, saying that since the raised road would wall off the homes of a largely minority and lower-middle class community from its business, it would violate their civil rights. And, they say it will do nothing to alleviate the



The planned western end of the Southport Connector includes an expressway in the Cypress Parkway median, raised to pass over cross streets.

PHOTO/CFX

traffic problems currently on Cypress, caused by what they say is a myriad of uncoordinated traffic lights.

That group has started a Change.org petition to try to stop the build of what’s getting called, “The Great Wall of Poinciana.”

“The big corporations, Publix and Wal-Mart, they won’t get involved,”

said Poinciana resident and SCAR member Bill Dalton. “But there are smaller retailers who will lose business. These smaller shops are just learning about it.”

Since it involves legal action, Bove admitted Tuesday the court filing has stopped CFX from being able to openly meet with

any residents involved in it. Brian Hutchings, CFX’s communications manager, said the agency intends to stay connected with residents throughout the process.

“We have a plan in place to engage with the community, this is something we recognize we need to do a better

job of,” he said. “You are going to see our efforts. I’m personally committed we are aggressive in the community to share our plans, for the duration.”

Dalton said he remains cynical.

“This meeting was a way to spend two hours when they really had nothing to say,” he said.

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

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District Manager



07/2023.ONG

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2023-05

[FY 2024 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Buena Lago Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Buena Lago Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

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

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

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

PASSED AND ADOPTED THIS 17TH DAY OF AUGUST, 2023.

ATTEST:

**BUENA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget(s)

Exhibit A: Fiscal Year 2023/2024 Budget(s)

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
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**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 3/30/2023	Projected Through 9/30/2023		
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 125,657
Allowable discounts (4%)	-				(5,026)
Assessment levy: on-roll - net	-	-	-	-	120,631
Landowner contribution	250,990	37,315	90,287	127,602	44,925
Total revenues	<u>250,990</u>	<u>37,315</u>	<u>90,287</u>	<u>127,602</u>	<u>165,556</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	4,287	5,000	9,287	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit*	6,000	-	3,300	3,300	4,900
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	500	500	1,000	2,000
Trustee*	5,500	-	5,500	5,500	11,000
Telephone	200	100	100	200	200
Postage	500	42	458	500	500
Printing & binding	500	250	250	500	500
Legal advertising	2,000	-	2,000	2,000	3,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	6,050
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Tax collector	-	-	-	-	2,513
Total professional & administrative	<u>98,540</u>	<u>34,354</u>	<u>45,773</u>	<u>80,127</u>	<u>108,503</u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 3/30/2023	Projected Through 9/30/2023		
Field operations and maintenance					
Field operations manager	6,000	-	800	800	2,400
Landscaping contract labor	36,000	8,850	17,700	26,550	37,000
Insurance: property	5,000	-	5,000	5,000	7,000
Porter services	6,000	-	-	-	-
Backflow prevention test	150	-	150	150	150
Irrigation maintenance/repair	3,000	-	-	-	-
Plants, shrubs & mulch	10,000	-	-	-	-
Annuals	12,000	-	-	-	-
Tree trimming	2,500	-	2,500	2,500	2,500
Signage	2,500	-	2,500	2,500	2,500
General maintenance	4,000	-	4,000	4,000	1,000
Fence/wall repair	1,500	-	-	-	-
Sign fountains at front of community	6,000	-	-	-	-
Aquatic control - ponds	7,200	-	4,500	4,500	4,500
Pond fountain electric	7,200	-	-	-	-
Pond fountain maintenance	2,000	-	-	-	-
Electric:					
Irrigation	3,600	-	-	-	-
Street lights	24,000	-	-	-	-
Entrance signs	1,800	-	-	-	-
Water- irrigation	12,000	-	-	-	-
Total field operations	<u>152,450</u>	<u>8,850</u>	<u>37,150</u>	<u>46,000</u>	<u>57,050</u>
Total expenditures	<u>250,990</u>	<u>43,204</u>	<u>82,923</u>	<u>126,127</u>	<u>165,553</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(5,889)	7,364	1,475	3
Fund balance - beginning (unaudited)	-	(1,475)	(7,364)	(1,475)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	(272)
Unassigned	-	(7,364)	-	-	275
Fund balance - ending	<u>\$ -</u>	<u>\$ (7,364)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3</u>

*These items will be realized when bonds are issued

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,900
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	11,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	3,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,050
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	2,513

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Field operations and maintenance

Field operations manager	2,400
Landscaping contract labor	37,000
Insurance: property	7,000
Backflow prevention test	150
Tree trimming	2,500
Signage	2,500
General maintenance	1,000
Aquatic control - ponds	4,500
Total expenditures	<u><u>\$165,553</u></u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 3/30/2023	Projected Through 9/30/2023		
REVENUES					
Special assessment - on-roll	\$ -				\$ 317,008
Allowable discounts (4%)	-				(12,680)
Assessment levy: net	-	-	-	-	304,328
Special assessment: off-roll	-	187,584	62,529	250,113	-
Interest	-	4,162	-	4,162	-
Lot closing	-	47,874	-	47,874	-
Total revenues	-	239,620	62,529	302,149	304,328
EXPENDITURES					
Debt service					
Principal	-	-	65,000	65,000	70,000
Interest	-	65,110	114,900	180,010	227,200
Total debt service	-	65,110	179,900	245,010	297,200
Other fees & charges					
Tax collector	-	405	-	405	6,340
Total other fees & charges	-	405	-	405	6,340
Total expenditures	-	65,515	179,900	245,415	303,540
Excess/(deficiency) of revenues over/(under) expenditures	-	174,105	(117,371)	56,734	788
Fund balance:					
Net increase/(decrease) in fund balance	-	174,105	(117,371)	56,734	788
Beginning fund balance (unaudited)	-	211,582	385,687	211,582	268,316
Ending fund balance (projected)	\$ -	\$ 385,687	\$ 268,316	\$ 268,316	269,104
Use of fund balance:					
Debt service reserve account balance (required)					(148,994)
Principal and Interest expense - November 1, 2024					(112,200)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 7,910</u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23			113,600.00	113,600.00	4,355,000.00
05/01/24	70,000.00	4.000%	113,600.00	183,600.00	4,285,000.00
11/01/24			112,200.00	112,200.00	4,285,000.00
05/01/25	75,000.00	4.000%	112,200.00	187,200.00	4,210,000.00
11/01/25			110,700.00	110,700.00	4,210,000.00
05/01/26	75,000.00	4.000%	110,700.00	185,700.00	4,135,000.00
11/01/26			109,200.00	109,200.00	4,135,000.00
05/01/27	80,000.00	4.000%	109,200.00	189,200.00	4,055,000.00
11/01/27			107,600.00	107,600.00	4,055,000.00
05/01/28	80,000.00	4.500%	107,600.00	187,600.00	3,975,000.00
11/01/28			105,800.00	105,800.00	3,975,000.00
05/01/29	85,000.00	4.500%	105,800.00	190,800.00	3,890,000.00
11/01/29			103,887.50	103,887.50	3,890,000.00
05/01/30	90,000.00	4.500%	103,887.50	193,887.50	3,800,000.00
11/01/30			101,862.50	101,862.50	3,800,000.00
05/01/31	95,000.00	4.500%	101,862.50	196,862.50	3,705,000.00
11/01/31			99,725.00	99,725.00	3,705,000.00
05/01/32	100,000.00	4.500%	99,725.00	199,725.00	3,605,000.00
11/01/32			97,475.00	97,475.00	3,605,000.00
05/01/33	105,000.00	5.250%	97,475.00	202,475.00	3,500,000.00
11/01/33			94,718.75	94,718.75	3,500,000.00
05/01/34	110,000.00	5.250%	94,718.75	204,718.75	3,390,000.00
11/01/34			91,831.25	91,831.25	3,390,000.00
05/01/35	115,000.00	5.250%	91,831.25	206,831.25	3,275,000.00
11/01/35			88,812.50	88,812.50	3,275,000.00
05/01/36	120,000.00	5.250%	88,812.50	208,812.50	3,155,000.00
11/01/36			85,662.50	85,662.50	3,155,000.00
05/01/37	130,000.00	5.250%	85,662.50	215,662.50	3,025,000.00
11/01/37			82,250.00	82,250.00	3,025,000.00
05/01/38	135,000.00	5.250%	82,250.00	217,250.00	2,890,000.00
11/01/38			78,706.25	78,706.25	2,890,000.00
05/01/39	140,000.00	5.250%	78,706.25	218,706.25	2,750,000.00
11/01/39			75,031.25	75,031.25	2,750,000.00
05/01/40	150,000.00	5.250%	75,031.25	225,031.25	2,600,000.00
11/01/40			71,093.75	71,093.75	2,600,000.00
05/01/41	160,000.00	5.250%	71,093.75	231,093.75	2,440,000.00
11/01/41			66,893.75	66,893.75	2,440,000.00
05/01/42	165,000.00	5.250%	66,893.75	231,893.75	2,275,000.00
11/01/42			62,562.50	62,562.50	2,275,000.00
05/01/43	175,000.00	5.500%	62,562.50	237,562.50	2,100,000.00
11/01/43			57,750.00	57,750.00	2,100,000.00
05/01/44	185,000.00	5.500%	57,750.00	242,750.00	1,915,000.00
11/01/44			52,662.50	52,662.50	1,915,000.00
05/01/45	195,000.00	5.500%	52,662.50	247,662.50	1,720,000.00
11/01/45			47,300.00	47,300.00	1,720,000.00
05/01/46	205,000.00	5.500%	47,300.00	252,300.00	1,515,000.00
11/01/46			41,662.50	41,662.50	1,515,000.00

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/47	220,000.00	5.500%	41,662.50	261,662.50	1,295,000.00
11/01/47			35,612.50	35,612.50	1,295,000.00
05/01/48	230,000.00	5.500%	35,612.50	265,612.50	1,065,000.00
11/01/48			29,287.50	29,287.50	1,065,000.00
05/01/49	245,000.00	5.500%	29,287.50	274,287.50	820,000.00
11/01/49			22,550.00	22,550.00	820,000.00
05/01/50	260,000.00	5.500%	22,550.00	282,550.00	560,000.00
11/01/50			15,400.00	15,400.00	560,000.00
05/01/51	270,000.00	5.500%	15,400.00	285,400.00	290,000.00
11/01/51			7,975.00	7,975.00	290,000.00
05/01/52	290,000.00	5.500%	7,975.00	297,975.00	-
Total	4,355,000.00		4,339,625.00	8,694,625.00	

**BUENA LAGO
 COMMUNITY DEVELOPMENT DISTRICT
 ASSESSMENT COMPARISON
 PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

On-Roll

Product/Parcel	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
TH	72	\$ 400.18	\$ 427.57	\$ 827.75	n/a
SF 50'	242	400.18	1,182.74	1,582.92	n/a
Total	314				

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7A

**PROOF OF
PUBLICATION**
From

**OSCEOLA
NEWS-GAZETTE**

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

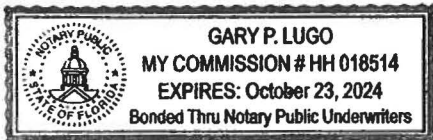
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who under oath says that she is the Business Manager of the Osceola News-Gazette, a weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

JULY 20, 2023

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this

Pamela B.



Gary P. Lugo

Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 7/20/23

*BUENA LAGO
CDD*

LAST PUBLICATION: 7/20/23

*NOTICE OF
FY 2024*

*O&M & BUDGET
HEARINGS*



Make remittance to: Osceola News-Gazette
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You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

JOHNSON UNIVERSITY

Continued from Page 1

Florida faculty and staff, we have been unsuccessful in increasing enrollment significantly and the campus has not made sufficient progress toward its benchmarks," Johnson said.

The university is working with students, faculty and to help them with future endeavors, officials said.

Students can transfer to the Tennessee campus to complete their degree after this year. The university is offering a "last-dollar" tuition program which will cover the cost of their tuition after grants and scholarships are applied. For those who complete this academic year at the Florida campus and wish to finish their degree online,

the university is offering a 50 percent tuition discount.

The university also developed transfer options with Florida College, Palm Beach Atlantic University, Southeastern University in Lakeland, Trinity College of Florida, and Warner University.

"During Johnson's 10-year history operating a campus in Osceola County, we have had some 'cream of the crop' students enrolled here," Johnson said. "Our graduates now live across the world, and they are impacting their churches and communities in a positive way because of the education and inspiration they received at Johnson. We are proud of our students and express

our appreciation to them, to our tremendous faculty and staff members, and to the community for all of the support. We look forward to welcoming our fall class to Johnson next month as we continue to provide a quality education for their final year before we close in June 2024."

University officials said they would be meeting with each faculty member about the campus closing. Some will be asked to stay on as staff or faculty at the Tennessee campus; others will not. Staff being let go will receive severance pay based on years of service. Faculty will be paid per their current contracts through the end of the academic year.

County property tax millage rate staying put for '24

By Ken Jackson Editor

Osceola County's property tax rate is slated to remain at 8.2308 as officials begin the process of putting together its Fiscal Year 2024 budget.

The millage rate — a 'mill' represents \$100 in property taxes for every \$100,000 of value — will remain at 8.2308 mills this year, the county announced Monday.

That rate has not changed in 13 years. To calculate the property tax, multiply the assessed value by the mill rate and then divide by 1,000.

The proposed recommended FY24 budget is currently about 25 percent smaller than FY23, at about \$1.693 billion. But it currently does not include estimates for continuing capital and grant projects which will be included for the first public budget hearing on Sept. 7, the first chance the public will have to give input on the FY24 budget and proposed millage and rates.

"The Budget represents a continued effort to provide

a high level of service to Osceola County residents, business owners, and visitors, along with an investment in supporting infrastructure

"The Budget represents a continued effort to provide a high level of service to Osceola County residents, business owners, and visitors, along with an investment in supporting infrastructure and public safety."

— DON FISHER COUNTY MANAGER

and public safety," County Manager Don Fisher wrote in his overview of the proposed budget. "The County continues to be positioned well financially to meet the challenges associated with continued growth and changing economic conditions while maintaining millage rate stability over the past 13 years."

The budget includes requests from Constitutional offices such as the Sheriff's Office, which

is seeking an increase of \$9.9 million that includes salary adjustments to be competitive in the market and retain personnel, as well as a request to fund new civilian positions.

"The County Manager's presented plan not only addresses our immediate needs, but also upholds the fiscally responsible policies that have proven successful for the past 13 years," Osceola Commission Chairwoman Viviana Janer said in a county release. "While our revenues reflect the remarkable growth happening within the County, the rising demand for services to match this growth remains a perpetual challenge.

"I am confident in our Strategic Plan and our efforts in crucial areas such as transportation and infrastructure, public safety, senior care, resident career enrichment, affordable housing options, and economic development"

The proposed FY24 budget and related documents can be found at bit.ly/2024-budget.

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BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Buena Lago Community Development District ("District") will hold the following two public hearings and a regular meeting on **August 17, 2023, at 10:30 a.m., and located at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.** The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

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District Manager



**PROOF OF
PUBLICATION**
From

IN THE MATTER OF: FIRST PUBLICATION: 7/27/23

NOTICE OF PUBLIC HEARINGS
LAST PUBLICATION: 7/27/23

**OSCEOLA
NEWS-GAZETTE**

**BUENA LAGO CDD
FY 2023/2024
BUDGET**

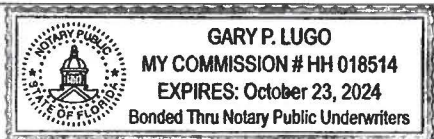
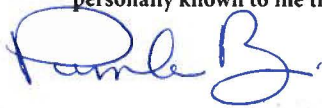
**STATE OF FLORIDA
COUNTY OF OSCEOLA**

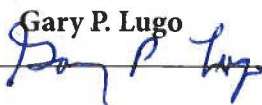
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who under oath says that she is the Business Manager of the Osceola News-Gazette, a weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

JULY 27, 2023

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this



Gary P. Lugo




Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Ste. 5, Kissimmee, FL 34744
Phone: 407-846-7600
Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

CFX

Continued from Page 1

“The expressway will help us keep up with the growth occurring in this region, something prevalent throughout Central Florida,” said Ralph Bove, CFX’s program manager for the Southport Connector, at Tuesday’s meeting. “We started the (impact) study in 2020, and we’re continuing to evaluate alternatives that avoid or minimize significant adverse impacts.”

Bove said the main reason CFX feels it needs to go down the middle of Cypress Parkway is that the space available for right of way in that corridor, 300 feet, is better than, say, along KOA Street, which only has 150 feet and would adversely and directly impact residents along it.

“A community group called SCAR (Southport Connector Alternative Routes) has a website (scarofpoinciana.com), detailing how the road could instead travel along the eastern or western boundaries of Reedy Creek and not impact Cypress Parkway while connecting

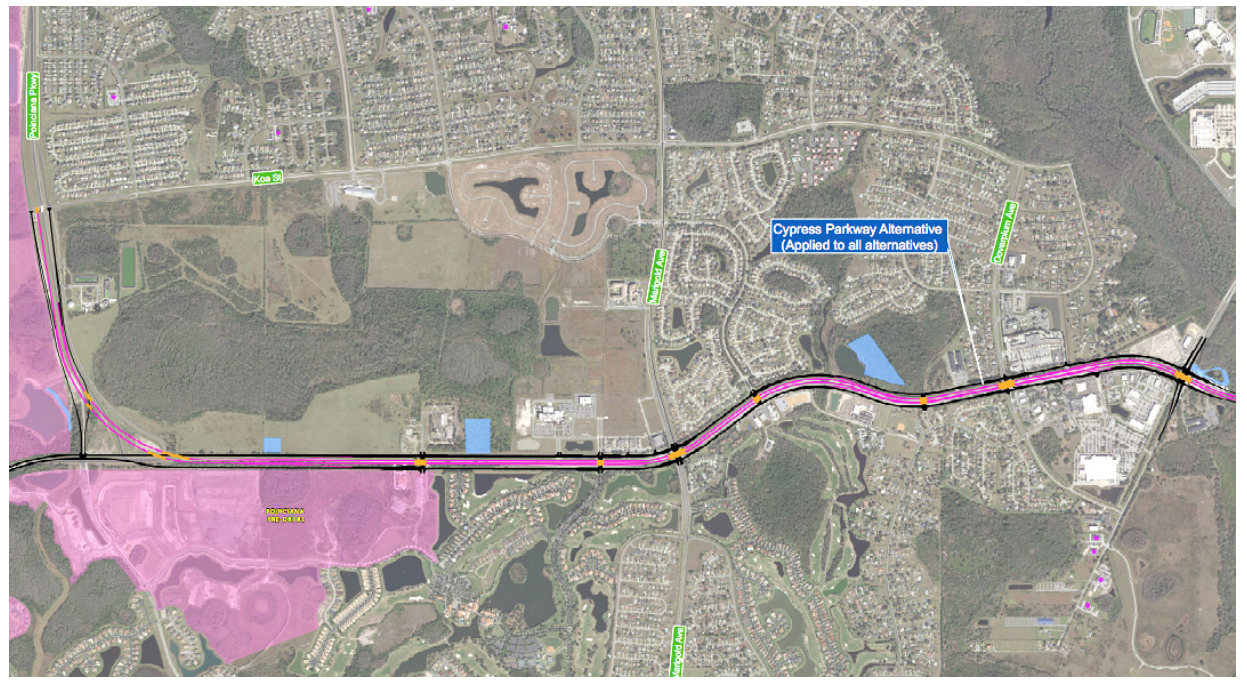
the two A-to-B points CFX is trying to meet.

“Those alternatives would have direct and significant adverse effects on the human and natural environment.”

Bove said the new street-level Cypress Parkway would have enhanced intersections and signals, and could be expanded from four to six lanes in the future. And the expressway could be changed to just be elevated by earthen walls over cross streets like Solivita Boulevard and Laurel, Marigold and Doverplum avenues.

“All options are on the table,” Bove said. “This will significantly increase the capacity and improve mobility along Cypress Parkway.”

The SCAR group has even gone as far as to file suit with the U.S. Department of Transportation, saying that since the raised road would wall off the homes of a largely minority and lower-middle class community from its business, it would violate their civil rights. And, they say it will do nothing to alleviate the



The planned western end of the Southport Connector includes an expressway in the Cypress Parkway median, raised to pass over cross streets.

PHOTO/CFX

traffic problems currently on Cypress, caused by what they say is a myriad of uncoordinated traffic lights.

That group has started a Change.org petition to try to stop the build of what’s getting called, “The Great Wall of Poinciana.”

“The big corporations, Publix and Wal-Mart, they won’t get involved,”

said Poinciana resident and SCAR member Bill Dalton. “But there are smaller retailers who will lose business. These smaller shops are just learning about it.”

Since it involves legal action, Bove admitted Tuesday the court filing has stopped CFX from being able to openly meet with

any residents involved in it. Brian Hutchings, CFX’s communications manager, said the agency intends to stay connected with residents throughout the process.

“We have a plan in place to engage with the community, this is something we recognize we need to do a better

job of,” he said. “You are going to see our efforts. I’m personally committed we are aggressive in the community to share our plans, for the duration.”

Dalton said he remains cynical.

“This meeting was a way to spend two hours when they really had nothing to say,” he said.

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS’ MEETING.

Upcoming Public Hearings, and Regular Meeting

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District Manager



07/2023.ONG

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

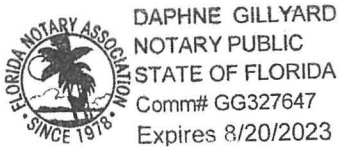
BEFORE ME, the undersigned authority, this day personally appeared Jonah Reuther, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Jonah Reuther, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Buena Lago Community Development District ("District").
3. Among other things, my duties include preparing and transmitting correspondence relating to the District.
4. I do hereby certify that on July 18, 2023, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

J. Reuther
By: Jonah Reuther, Financial Analyst

SWORN AND SUBSCRIBED before me by means of physical presence or online notarization this 18th day of July 2023, by Jonah Reuther, for Wrathell, Hunt & Associates LLC, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.



NOTARY PUBLIC
Daphne Gillyard
Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: GG327647
My Commission Expires: 8/20/2023

EXHIBIT A: Mailed Notice
EXHIBIT B: List of Addresses

EXHIBIT A

Buena Lago
Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

July 18, 2023

VIA FIRST CLASS MAIL

D R HORTON INC
10192 DOWDEN RD
ORLANDO FL 32832

PARCEL ID: See Exhibit B.

RE: Buena Lago Community Development District
Fiscal Year 2023/2024 Budget and O&M Assessments

Dear Property Owner:

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Sincerely,



District Manager

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July 18, 2023

VIA FIRST CLASS MAIL

FORESTAR (USA) REAL ESTATE GROUP INC
2221 E LAMAR BLVD STE 790
ARLINGTON TX 76006

PARCEL ID: *See Exhibit B.*

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July 18, 2023

VIA FIRST CLASS MAIL

MALPA CASTILLO PEDRO JOSE
4022 MALAWI TRL
SAINT CLOUD FL 34772

PARCEL ID: 32-26-31-3566-0001-1500

RE: Buena Lago Community Development District
Fiscal Year 2023/2024 Budget and O&M Assessments

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Exhibit B

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32-26-31-3566-0001-0250	AGU PHILIPPA
32-26-31-3566-0001-0270	ALVES RUGGERI LUCIANO
32-26-31-3566-0001-1510	BARNETT TIMOTHY RYAN
32-26-31-3566-0001-0130	BARTKUS KEVIN MICHAEL
32-26-31-3566-0001-0790	BOATRIGHT DEREK
32-26-31-3566-0001-1490	BOBADILLA GOMEZ RUBEN DARIO
32-26-31-3566-0001-0240	BRITO FILOMENA DEL CARMEN
32-26-31-3566-0001-0840	CAMACHO POLANCO DAYRON BASILIO
32-26-31-3566-0001-1550	CAMPBELL ROMAINE AKEILLE
32-26-31-3566-0001-0150	CANQUIZ OCANDO GUSTAVO JESUS
32-26-31-3566-0001-1530	CASTILLO NESTOR A
32-26-31-3566-0001-0200	CHOONG CRISTIAN ANDRE
32-26-31-3566-0001-0180	CINQUEMANI DINO BERNARD
32-26-31-3566-0001-0800	COLON REY JAVIER ENRIQUE
32-26-31-3566-0001-0720	DELGADO MADURO JORGE JOSE
32-26-31-3566-0001-1520	FELICIANO DAVID
32-26-31-3566-0001-0170	FELICIANO PAGAN VANESSA
32-26-31-3566-0001-0110	FRAITES KRISTOFF JUNIER
32-26-31-3566-0001-0730	GOMEZ JANET
32-26-31-3566-0001-5230	GOMEZ MORENO YANESA
32-26-31-3566-0001-0830	GRULER ETHAN NATHANIAL
32-26-31-3566-0001-0080	HENNIGAN ORTIZ WILLIAM LEE
32-26-31-3566-0001-1470	HILL YANIR MARIE
32-26-31-3566-0001-1540	MALDONADO APONTE JENNIFER
32-26-31-3566-0001-1500	MALPA CASTILLO PEDRO JOSE
32-26-31-3566-0001-0820	MATOS COLON CARLOS ENRIQUE
32-26-31-3566-0001-0760	MEDINA ORTIZ CARLOS JUAN
32-26-31-3566-0001-0100	NAVA VELASQUEZ REIMAR SEGUNDO
32-26-31-3566-0001-0060	PADILLA GUZMAN RAYMAR TUAREG
32-26-31-3566-0001-0260	PIERRE ANOSHAH JUSTINE
32-26-31-3566-0001-0160	POLANCO TEJADA MODESTO
32-26-31-3566-0001-0070	REA VIVIANA
32-26-31-3566-0001-0780	RICHARDSON CHARLERY MARCIA EDITH
32-26-31-3566-0001-1440	RIVERO LOPEZ JULIO MIGUEL
32-26-31-3566-0001-0010	RODRIGUEZ CORTES JONATHAN
32-26-31-3566-0001-0030	RODRIGUEZ MICHAEL JOEL
32-26-31-3566-0001-0810	ROJAS CARLOS MOREJON
32-26-31-3566-0001-0050	ROJAS FERNANDO ENRIQUE
32-26-31-3566-0001-0140	SALGADO CHRISTOPHER JOSE
32-26-31-3566-0001-0090	SANCHEZ SARAH YVETTE
32-26-31-3566-0001-0120	SOLANO JASON
32-26-31-3566-0001-0750	SORROW DANIEL W
32-26-31-3566-0001-5220	SUM MONICA MARILYN
32-26-31-3566-0001-0190	TORO ESCOBAR CARLOS ALBERTO
32-26-31-3566-0001-0770	VELAZQUEZ LAZARO R
32-26-31-3566-0001-0040	VERA YUMAR JOSE

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7C

RESOLUTION 2023-06

[ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit A**; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- a. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the

assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. Tax Roll Assessments.** [RESERVED.]
- b. Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i.** Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of Fiscal Year 2023/2024.
 - ii.** Debt service assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District’s corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
 - iii.** In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments

for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

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

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 17th day of August, 2023.

ATTEST:

**BUENA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE PERIOD FROM INCEPTION MARCH 21, 2022 TO
SEPTEMBER 30, 2022**

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Buena Lago Community Development District
Osceola County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Buena Lago Community Development District, Osceola County, Florida ("District") as of and for the period from inception March 21, 2022 to September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2022, and the respective changes in financial position, thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Required Supplementary Information

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

Other Information Included in the Financial Report

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 23, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Bhav & Associates

June 23, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Buena Lago Community Development District, Osceola County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement ("GASB") No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* issued June 1999. Comparative information between the current year and the prior year is required to be presented in the Management's Discussion and Analysis ("MD&A"). However, because this is the first year of operations of the District, comparative information is excluded in this report. Subsequent reports will include the comparative information.

FINANCIAL HIGHLIGHTS

- The assets of the District equaled its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$7,092,512.
- The change in the District's total net position for the period from inception March 21, 2022 To September 30, 2022 was \$7,092,512. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$211,071 an increase of \$211,071 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects and the remainder is unassigned (deficit) fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

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

Government-Wide Financial Statements

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

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

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

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

Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

NET POSITION	
SEPTEMBER 30,	
	<u>2022</u>
Assets, excluding capital assets	\$ 239,207
Capital assets, net of depreciation	<u>11,518,881</u>
Total assets	<u>11,758,088</u>
Liabilities, excluding long-term liabilities	78,625
Long-term liabilities	<u>4,586,951</u>
Total liabilities	<u>4,665,576</u>
Net Position	
Net investment in capital assets	6,932,893
Restricted	157,325
Unrestricted	<u>2,294</u>
Total net position	<u>\$ 7,092,512</u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

CHANGES IN NET POSITION	
FOR THE PERIOD FROM INCEPTION MARCH 21, 2022 TO	
SEPTEMBER 30,	
	<u>2022</u>
Revenues:	
Program revenues	
Operating grants and contributions	\$ 37,665
Capital grants and contributions	7,374,305
Total revenues	<u>7,411,970</u>
Expenses:	
General government	34,967
Interest on long-term debt	54,258
Bond issue costs	230,233
Total expenses	<u>319,458</u>
Change in net position	<u>7,092,512</u>
Net position - beginning	-
Net position - ending	<u>\$ 7,092,512</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$319,458. The costs of the District's activities were paid by program revenues. Program revenues are comprised of Developer contributions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the period from inception March 21, 2022 To September 30, 2022.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

It is anticipated that the general operations of the District will increase as the District is being built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

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

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

	Governmental Activities
ASSETS	
Cash	\$ 19,011
Due from Developer	4,326
Restricted assets:	
Investments	215,870
Capital assets:	
Nondepreciable	11,518,881
Total assets	11,758,088
 LIABILITIES	
Accounts payable	17,337
Due to Developer	1,030
Accrued interest payable	54,258
Developer advance	6,000
Non-current liabilities:	
Due within one year	65,000
Due in more than one year	4,521,951
Total liabilities	4,665,576
 NET POSITION	
Net investment in capital assets	6,932,893
Restricted for debt service	157,325
Unrestricted	2,294
Total net position	\$ 7,092,512

See notes to the financial statements

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE PERIOD FROM INCEPTION MARCH 21, 2022 TO SEPTEMBER 30, 2022**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:				
Governmental activities:				
General government	\$ 34,967	\$ 37,261	\$ 7,374,305	\$ 7,376,599
Bond issue costs	230,233	-	-	(230,233)
Interest on long-term debt	54,258	404	-	(53,854)
Total governmental activities	<u>319,458</u>	<u>37,665</u>	<u>7,374,305</u>	<u>7,092,512</u>
				7,092,512
				-
				<u>\$ 7,092,512</u>

See notes to the financial statements

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 19,011	\$ -	\$ -	\$ 19,011
Investments	-	214,907	963	215,870
Due from Developer	2,032	2,294	-	4,326
Total assets	<u>\$ 21,043</u>	<u>\$ 217,201</u>	<u>\$ 963</u>	<u>\$ 239,207</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 15,043	\$ 2,294	\$ -	\$ 17,337
Due to Developer	-	1,030	-	1,030
Developer Advance	6,000	-	-	6,000
Total liabilities	<u>21,043</u>	<u>3,324</u>	<u>-</u>	<u>24,367</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	1,475	2,294	-	3,769
FUND BALANCES:				
Fund balances:				
Restricted for:				
Debt service	-	211,583	-	211,583
Capital projects	-	-	963	963
Unassigned	(1,475)	-	-	(1,475)
Total fund balances	<u>(1,475)</u>	<u>211,583</u>	<u>963</u>	<u>211,071</u>
Total liabilities and fund balances	<u>\$ 21,043</u>	<u>\$ 217,201</u>	<u>\$ 963</u>	<u>\$ 239,207</u>

See notes to the financial statements

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE PERIOD FROM INCEPTION MARCH 21, 2022 TO SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Developer contributions	\$ 33,492	\$ -	\$ -	\$ 33,492
Interest	-	404	963	1,367
Total revenues	<u>33,492</u>	<u>404</u>	<u>963</u>	<u>34,859</u>
EXPENDITURES				
Current:				
General government	34,967	-	-	34,967
Debt Service:				
Bond issue costs	-	230,233	-	230,233
Capital outlay	-	-	4,145,539	4,145,539
Total expenditures	<u>34,967</u>	<u>230,233</u>	<u>4,145,539</u>	<u>4,410,739</u>
Excess (deficiency) of revenues over (under) expenditures	(1,475)	(229,829)	(4,144,576)	(4,375,880)
OTHER FINANCING SOURCES (USES)				
Proceeds from bond issuance	-	274,461	4,145,539	4,420,000
Original issue premium	-	166,951	-	166,951
Total other financing sources (uses)	<u>-</u>	<u>441,412</u>	<u>4,145,539</u>	<u>4,586,951</u>
Net change in fund balances	<u>(1,475)</u>	<u>211,583</u>	<u>963</u>	<u>211,071</u>
Fund balances - beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balances - ending	<u>\$ (1,475)</u>	<u>\$ 211,583</u>	<u>\$ 963</u>	<u>\$ 211,071</u>

See notes to the financial statements

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Buena Lago Community Development District ("District") was established by Ordinance 2022-32 of the Board of County Commissioners of Osceola County, pursuant to the Uniform Community Development District Act of 1980, and otherwise known as Chapter 190, Florida Statutes, effective March 21, 2022. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

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

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by landowners within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2022, all of the Board members were affiliated with Forestar Group, Inc. (the "Developer").

The Board has the responsibility for:

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

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

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

The District reports the following major governmental funds:

General Fund

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

Debt Service Fund

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

Capital Projects Fund

The capital projects fund is used to account for the costs of major infrastructure acquired by the District and also to accumulate capital reserves for future maintenance costs and capital projects.

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

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

Deposits and Investments

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

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

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

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

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

Prepaid Items

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

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

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

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

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

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

Deferred Outflows/Inflows of Resources

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

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

Fund Equity/Net Position

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

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

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

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

Investments

The District's investments were held as follows at September 30, 2022:

	<u>Amortized cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
First American Government Obligations Fund - Class Y	\$ 215,870	S&P AAAM	Weighted average of the fund portfolio: 14 days
	<u>\$ 215,870</u>		

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

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

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

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

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

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

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

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

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure in progress	\$ -	\$ 11,518,881	\$ -	\$ 11,518,881
Total capital assets, not being depreciated	-	11,518,881	-	11,518,881
Governmental activities capital assets, net	\$ -	\$ 11,518,881	\$ -	\$ 11,518,881

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$15,400,000. The infrastructure will include roadways, potable water and wastewater systems, and stormwater management system and other improvements. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities. The Developer contributed \$7,373,342 of improvements to the District.

NOTE 6 – LONG-TERM LIABILITIES

In July 2022, the District issued \$4,420,000 of Capital Improvement Revenue Bonds, Series 2022 (Assessment Area One) with a fixed interest rates of from 4.0% to 5.5%. Principal payments on the Series Bonds are payable annually commencing May 1, 2023 to May 1, 2052. Interest is paid semiannually on each May 1 and November 1, commencing November 1, 2022. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District,

The Series 2022 Bonds are subject to redemption at the option of the District, in whole or in part at a redemption price set forth in the Bond Indenture. The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

The Bond Indentures established debt service reserve requirements as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Changes in long-term liability activity for the period from inception March 21, 2022 to September 30, 2022 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2022	\$ -	\$ 4,420,000	\$ -	\$ 4,420,000	\$ 65,000
Premium	-	166,951	-	166,951	-
Total	\$ -	\$ 4,586,951	\$ -	\$ 4,586,951	\$ 65,000

At September 30, 2022, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2023	\$ 65,000	\$ 180,010	\$ 245,010
2024	70,000	227,200	297,200
2025	75,000	224,400	299,400
2026	75,000	221,400	296,400
2027	80,000	218,400	298,400
2028-2032	450,000	1,037,750	1,487,750
2033-2037	580,000	917,000	1,497,000
2038-2042	750,000	747,950	1,497,950
2043-2047	980,000	523,875	1,503,875
2048-2052	1,295,000	221,650	1,516,650
Total	\$ 4,420,000	\$ 4,519,635	\$ 8,939,635

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$33,492, which includes a receivable of \$2,032 at September 30, 2022.

NOTE 8 – CONCENTRATION

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

NOTE 9 – MANAGEMENT COMPANY

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

NOTE 10 – RISK MANAGEMENT

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

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE PERIOD FROM INCEPTION MARCH 21, 2022 TO SEPTEMBER 30, 2022**

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original & Final		
REVENUES			
Developer contributions	\$ 58,932	\$ 33,492	\$ (25,440)
Total revenues	58,932	33,492	(25,440)
EXPENDITURES			
Current:			
General government	58,932	34,967	23,965
Total expenditures	58,932	34,967	23,965
Excess (deficiency) of revenues over (under) expenditures	\$ -	(1,475)	\$ (1,475)
Fund balance - beginning		-	
Fund balance - ending		\$ (1,475)	

See notes to required supplementary information

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the period from inception March 21, 2022 To September 30, 2022.

**BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2022	0
Number of independent contractors compensated in September 2022	3
Employee compensation for FYE 9/30/2022 (paid/accrued)	\$0
Independent contractor compensation for FYE 9/30/2022	\$17,986
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See page 17 of annual financial report
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2022	Not applicable
Ad valorem taxes collected FYE 9/30/2022	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2022	Operations and maintenance - N/A Debt service - N/A
Special assessments collected FYE 9/30/2022	N/A



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

To the Board of Supervisors
Buena Lago Community Development District
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Buena Lago Community Development District, Osceola County, Florida ("District") as of and for the period from inception March 21, 2022 To September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 23, 2023.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Bhav & Associates

June 23, 2023



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

To the Board of Supervisors
Buena Lago Community Development District
Osceola County, Florida

We have examined Buena Lago Community Development District, Osceola County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

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

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the period from inception March 21, 2022 To September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Buena Lago Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 23, 2022



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

To the Board of Supervisors
Buena Lago Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Buena Lago Community Development District, Osceola County, Florida ("District") as of and for the period from inception March 21, 2022 To September 30, 2022, and have issued our report thereon dated June 23, 2023.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 23, 2022, should be considered in conjunction with this management letter.

Purpose of this Letter

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

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

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

We wish to thank Buena Lago Community Development District, Osceola County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 23, 2023

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

N/A – first year audit

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

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

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

N/A – first year audit.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported For the period from inception March 21, 2022 To September 30, 2022.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, For the period from inception March 21, 2022 To September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 19.

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

WHEREAS, the District’s Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Statements for Fiscal Year 2022;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT;

1. The Audited Financial Statements for Fiscal Year 2022, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2022, for the period ending September 30, 2022; and

2. A verified copy of said Audited Financial Statements for Fiscal Year 2022 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 17th day of August, 2023.

ATTEST:

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

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Buena Lago Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

July 14, 2023

Floralawn, Inc.
Attn: Rachel Cason
734 South Combee Road
Lakeland, Florida 33801
rachel.cason@floralawn.com

VIA OVERNIGHT DELIVERY & EMAIL

RE: Termination of Landscape & Irrigation Services Agreement

Dear Ms. Cason,

I serve as Vice Chairperson to the Buena Lago Community Development District (“**District**”) and am writing on behalf of the CDD and in order to terminate the *Landscape & Irrigation Services Agreement* between the District and Floralawn, Inc. The termination shall be effective as of Monday, August 14, 2023. Please discontinue work at that time.

Thank you for your attention to this matter. Should you have any questions, please contact Daniel Rom, the District’s Manager, at 561-571-0010.

Buena Lago
Community Development District



By: Bill Fife

Its: Vice Chairperson

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

11

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 20 day of July, 2023, by and between:

Buena Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Osceola County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

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

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

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

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D (“Work”)**. The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future

services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Cindy Cerbone to act as the District Representative. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take

such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

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

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin Aug 1st, 2023, and end September 30, 2023 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor Ten Thousand Four Hundred Sixteen Dollars (\$10,416.00) per year, in monthly amounts of Eight Hundred Sixty Eight Dollars (\$868.00) ("**Contract Amount**"). Additionally, for the additional services specified in Contractor's Proposal Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the

District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

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

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less

- than \$2,000,000.00 combined single limit covering all work performed under this Contract.
- iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
 - c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
 - d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
 - e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
 - f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
 - g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
 - h. All policies required by this Agreement, with the exception of Workers' compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
 - i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision

of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

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

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

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

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

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms (“**Requisitions**”) for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or

any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

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

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

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

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

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

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment

or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

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

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

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

A. If to the District: Buena Lago Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Florida ULS Operating, LLC
d/b/a United Land Services, LLC
12276 San Jose Blvd, Suite 747
Jacksonville, Florida 32223
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877)276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

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

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

ATTEST:

R Branson
By: R Branson
 Secretary
 Assistant Secretary

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

William Fife
By: William Fife
 Chairperson
 Vice Chairperson
Date: 7/25/23

ATTEST:

By: _____
Its: _____

FLORIDA ULS OPERATING, LLC
d/b/a UNITED LAND SERVICES, LLC

Aaron Wilbanks
By: Aaron Wilbanks
Its: Branch Manager
Date: 7/25/2023

- Exhibit A: Scope of Services
- Exhibit B: Proposal Pricing
- Exhibit C: Other Forms
- Exhibit D: Maintenance Map



Scope of Services Summary

Annual Maintenance Outline

The following outline details our proposed scope of services and offerings to be provided by our service teams, to ensure we meet the specific needs of your project as governed by our agreement.

LANDSCAPE MAINTENANCE PROGRAM

1. Turf Grass Mowing

- a. Mowing schedule based on climate and turf type.
- b. Mowing height to be adjusted based on turf type.
- c. Cuts postponed because of weather to be made up as soon as possible.
- d. Hard edging (concrete) will be done per cut, soft edge will be done every other cut. Landscape beds containing rock will not be mechanically edged.
- e. Areas too small to mow will be completed with a string trimmer or push mower.
- f. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.

2. Ornamental Detailing

- a. Detail operations will be completed in a sectional manner once monthly.
- b. Plant material will be trimmed to retain the natural shape and function of the plant using Best Management Practices and techniques.
- c. Trees will have trunks cleared of sprouts and elevated to 8' in Green areas and 15' in Paved areas.
- d. Palms under 15' will have brown fronds removed during detail rotation.
- e. Post emergent herbicide will be used in landscape beds to control unwanted weeds and vegetation.

3. Fertilization & Pest Control Services

- a. Turf will be fertilized using a premium slow release granular fertilizer. Applications will adhere to any State and Local ordinance including Blackout Periods.
- b. Fertilizer composition (NPK, Nitrogen, Phosphorous, Potassium) will be determined based on site needs.
- c. Pre and Post Emergent Herbicides will be used as needed to control weeds in turfgrass.
- d. All applications will be used as directed by the manufacturers instructions for use and in accordance with all State and Federal regulations / guidelines.
- e. Ornamental Plants, Trees & Palms will receive a balanced fertilizer at appropriate rates, typically in spring and fall months.

Scope of Services Summary

Annual Maintenance Outline

4. Irrigation Inspections & Maintenance

- a. System will be routinely inspected for operational efficiency and condition.
- b. Visual inspection will include controller and electronic components, spray and rotor heads and shrub risers.
- c. Minor adjustments for efficiency will be made during inspection.
- d. Repairs for malfunctioning, broken or worn out components (heads, line breaks, controllers and electronics, pumps, etc.) will be done after client approval.

5. Seasonal Color (Annuals) Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Flower type will be selected based on climate, availability at time of install and coordination with adjacent neighborhood associations to ensure uniformity.
- c. Flower beds will be maintained to remove faded or dead plants and to ensure optimal bloom production and neat appearance.
- d. Commercial fertilizer will be applied to all areas at time of install with follow up applications of micro nutrient, fungicide and pesticide based on flower type and Best Management Practices.
- e. Standard Annuals to be used for quarterly changeouts. Premium varieties to incur additional cost.

6. Mulch & Pine Straw Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Mulch will be installed at timeframe determined by HOA.
- c. Mulch to be Dyed Hardwood Blend, installed 1x per year upon approval.
- d. Installation method to be determined by contractor, either bagged product or bulk install with blower truck.

ADDITIONAL SERVICES AND TEAM EXPECTATIONS

1. Extra Services

- a. We will provide extra/special services based on agreement and specifications set forth by the Client

2. Team Expectations

- a. Our field personnel will be licensed for all applicable maintenance duties, included any pesticide applications, as required by law.

3. Appearance

- a. Our team is required to maintain a professional and well-groomed appearance at all times.

EXHIBIT B - PROPOSAL PRICING

Landscape Management Proposal

Contract Maintenance	Monthly	Yearly
<p>Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup</p>	\$868	\$10,416
<p>Irrigation Inspections- N/A Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports</p>	\$0	\$0
<p>Fertilization & Chemical Treatments- N/A Includes (0) Turf Fertilization, (0) Shrub Fertilization, Weed & Pest Control Applications</p>	\$0	\$0
Total for Landscape Maintenance	\$	\$

EXHIBIT C - OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____
(Please notify District Rep. if any)

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

EXHIBIT D - MAINTENANCE MAP



BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 6,000	\$ -	\$ -	\$ 6,000
Investments				
Revenue	-	126,946	-	126,946
Reserve	-	148,994	-	148,994
Capitalized interest	-	1	-	1
Construction	-	-	1,401	1,401
Due from Landowner	8,728	-	-	8,728
Total assets	<u>\$ 14,728</u>	<u>\$ 275,941</u>	<u>\$ 1,401</u>	<u>\$ 292,070</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 8,731	\$ -	\$ -	\$ 8,731
Due to Landowner	-	1,030	-	1,030
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>14,731</u>	<u>1,030</u>	<u>-</u>	<u>15,761</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	8,728	2,294	-	11,022
Total deferred inflows of resources	<u>8,728</u>	<u>2,294</u>	<u>-</u>	<u>11,022</u>
Fund balances:				
Restricted				
Debt service	-	272,617	-	272,617
Capital projects	-	-	1,401	1,401
Unassigned	(8,731)	-	-	(8,731)
Total fund balances	<u>(8,731)</u>	<u>272,617</u>	<u>1,401</u>	<u>265,287</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 14,728</u>	<u>\$ 275,941</u>	<u>\$ 1,401</u>	<u>\$ 292,070</u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 7,612	\$ 61,079	\$ 250,990	24%
Total revenues	<u>7,612</u>	<u>61,079</u>	<u>250,990</u>	24%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	236	4,930	25,000	20%
Engineering	-	-	2,000	0%
Audit*	-	-	6,000	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	750	1,000	75%
Trustee*	-	-	5,500	0%
Telephone	17	150	200	75%
Postage	-	58	500	12%
Printing & binding	42	375	500	75%
Legal advertising	-	114	2,000	6%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	213	213	210	101%
Total professional & administrative	<u>4,591</u>	<u>49,445</u>	<u>98,540</u>	50%
Field operations and maintenance				
Field operations manager	200	200	6,000	3%
Landscape contract labor	2,950	17,700	36,000	49%
Insurance: property	-	-	5,000	0%
Porter services	-	-	6,000	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance/repair	-	-	3,000	0%
Plants, shrubs & mulch	-	-	10,000	0%
Annuals	-	-	12,000	0%
Tree trimming	-	-	2,500	0%
Signage	-	-	2,500	0%
General maintenance	-	-	4,000	0%
Fence/wall repair	-	-	1,500	0%
Sign fountains at front of community	-	-	6,000	0%
Aquatic controls - ponds	990	990	7,200	14%
Pond fountain electric	-	-	7,200	0%
Pond fountain mainenance	-	-	2,000	0%
Electric:				
Irrigation maintenance/repair	-	-	3,600	0%
Street lights	-	-	24,000	0%
Entrance signs	-	-	1,800	0%
Water - irrigation	-	-	12,000	0%

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Total field operations	4,140	18,890	152,450	12%
Total expenditures	<u>8,731</u>	<u>68,335</u>	<u>250,990</u>	27%
 Excess/(deficiency) of revenues over/(under) expenditures	 (1,119)	 (7,256)	 -	
 Fund balances - beginning	 (7,612)	 (1,475)	 -	
Fund balances - ending	<u>\$ (8,731)</u>	<u>\$ (8,731)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Special assessment: off-roll	\$ -	\$ 250,112
Interest	1,077	8,464
Lot closing	-	47,874
Total revenues	<u>1,077</u>	<u>306,450</u>
EXPENDITURES		
Principal	-	65,000
Interest	-	180,010
Total debt service	<u>-</u>	<u>245,010</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,077	61,440
OTHER FINANCING SOURCES/(USES)		
Transfers out	-	(405)
Total other financing sources	<u>-</u>	<u>(405)</u>
Net change in fund balances	1,077	61,035
Fund balances - beginning	<u>271,540</u>	<u>211,582</u>
Fund balances - ending	<u>\$ 272,617</u>	<u>\$ 272,617</u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 5	\$ 33
Total revenues	5	33
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	5	33
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	405
Total other financing sources/(uses)	-	405
Net change in fund balances	5	438
Fund balances - beginning	1,396	963
Fund balances - ending	\$ 1,401	\$ 1,401

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Buena Lago Community Development District held a Regular Meeting on May 18, 2023 at 10:30 a.m., or as soon thereafter the matter may be heard, at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Bill Fife	Vice Chair
Robyn Bronson	Assistant Secretary
Roger Van Auker	Assistant Secretary
John Wiggins	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Jere Earlywine (via telephone)	District Counsel
Rey Malave (via telephone)	District Engineer
Mark Hills	Field Operations Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:31 a.m. Supervisors Fife, Bronson, Wiggins and Van Auker were present in person. Supervisor Tyree was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2023-02, Approving the Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing

39 Severability; and Providing an Effective
40 Date
41

42 Mr. Rom presented Resolution 2023-02. He reviewed the proposed Fiscal Year 2024
43 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal
44 Year 2023 budget, and explained the reasons for any changes.

45

46 **On MOTION by Mr. Fife and seconded by Mr. Wiggins, with all in favor,**
47 **Resolution 2023-02, Approving the Proposed Budget for Fiscal Year 2023/2024**
48 **and Setting a Public Hearing Thereon Pursuant to Florida Law for August 17,**
49 **2023 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway,**
50 **Kissimmee, Florida 34744; Addressing Transmittal, Posting and Publication**
51 **Requirements; Addressing Severability; and Providing an Effective Date, was**
52 **adopted.**

53

54

55 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2023-03,**
56 **Designating Dates, Times and Locations for**
57 **Regular Meetings of the Board of**
58 **Supervisors of the District for Fiscal Year**
59 **2023/2024 and Providing for an Effective**
60 **Date**

61

62 Mr. Rom presented Resolution 2023-03.

63

64 **On MOTION by Ms. Bronson and seconded by Mr. Wiggins, with all in favor,**
65 **Resolution 2023-03, Designating Dates, Times and Locations for Regular**
66 **Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024**
67 **and Providing for an Effective Date, was adopted.**

68

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70 **FIFTH ORDER OF BUSINESS** **Discussion: Field Operations Management**

71

72 Mr. Rom discussed Field Operations Management and engaging Association Solutions of
73 Central Florida, Inc., for Field Operations Management.

74 Discussion ensued regarding developing a scope of services.

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On MOTION by Mr. Fife and seconded by Mr. Wiggins, with all in favor, entering into a contract with Association Solutions of Central Florida, Inc., for Field Operations Management, in the amount of \$200 per month, effective June 1, 2023, and authorizing the Chair to execute, was approved.

SIXTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of March 31, 2023**

Mr. Rom presented the Unaudited Financial Statements as of March 31, 2023.

On MOTION by Ms. Bronson and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of March 31, 2023, were accepted.

SEVENTH ORDER OF BUSINESS **Approval of April 20, 2023 Regular Meeting Minutes**

Mr. Rom presented the April 20, 2023 Regular Meeting Minutes.

On MOTION by Mr. Wiggins and seconded by Ms. Bronson, with all in favor, the April 20, 2023 Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock LLP

Discussion ensued regarding on and off-roll assessments, platted lots, Mailed Notice of the assessment increase and the status per the Property Appraiser tax rolls.

B. District Engineer: Dewberry Engineers, Inc.

There was no report.

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

- **___ Registered Voters in District as of April 15, 2023**
- **NEXT MEETING DATE: June 15, 2023 at 10:30 A.M.**
 - **QUORUM CHECK**

The next meeting will be June 15, 2023, unless cancelled.

112

113 **NINTH ORDER OF BUSINESS**

Board Members' Comments/Requests

114

115 There were no Board Members' comments or requests.

116

117 **TENTH ORDER OF BUSINESS**

Public Comment

118

119 No members of the public spoke.

120

121 **ELEVENTH ORDER OF BUSINESS**

Adjournment

122

123

124 **On MOTION by Mr. Wiggins and seconded by Ms. Bronson, with all in favor,**
125 **the meeting adjourned at 10:44 a.m.**

126

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128

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

129
130
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133

Secretary/Assistant Secretary

Chair/Vice Chair

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

June 05, 2023

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

RE: Buena Lago Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter requesting confirmation of the number of registered voters within the Buena Lago Community Development District as of April 15, 2023.

The number of registered voters within the Buena Lago CDD is 16 as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

Vote
Osceola

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022 CANCELED	Regular Meeting	10:30 AM*
November 17, 2022	Regular Meeting	10:30 AM*
December 15, 2022 CANCELED	Regular Meeting	10:30 AM*
January 19, 2023 CANCELED	Regular Meeting	10:30 AM*
February 16, 2023 CANCELED	Regular Meeting	10:30 AM*
March 16, 2023 CANCELED	Regular Meeting	10:30 AM*
April 20, 2023	Regular Meeting	10:30 AM*
May 18, 2023	Regular Meeting	10:30 AM*
June 15, 2023 CANCELED	Regular Meeting	10:30 AM*
July 20, 2023 CANCELED	Regular Meeting	10:30 AM*
August 17, 2023	Public Hearing & Regular Meeting	10:30 AM*
September 21, 2023	Regular Meeting	10:30 AM*

**Meetings will commence at 10:30 a.m., or immediately following the adjournment of the Harmony West Community Development District*