

TERRA LAGO

**COMMUNITY DEVELOPMENT
DISTRICT**

April 10, 2023

BOARD OF SUPERVISORS

PUBLIC HEARING

AND REGULAR

MEETING AGENDA

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Terra 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

April 3, 2023

Board of Supervisors
Terra Lago Community Development District

Dear Board Members:

The Board of Supervisors of the Terra Lago Community Development District will hold a Public Hearing and Regular Meeting on April 10, 2023 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date
 - A. Affidavit/Proof of Publication
 - B. Consideration of Resolution 2023-32, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Terra Lago Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Resolution 2023-33, Approving Proposed Budgets for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Village of Indiantown Interlocal Agreement Relating to the Construction of Wastewater Collection and Pumping System Project
6. Acceptance of Unaudited Financial Statements as of February 28, 2023

ATTENDEES:

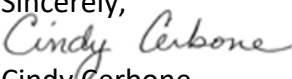
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- 7. Approval of March 13, 2023 Regular Meeting Minutes
- 8. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *The Milcor Group, a Division of Haley Ward, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 8, 2023 at 1:00 PM
 - QUORUM CHECK

SEAT 1	JOSH KELLAM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TOM KENNY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JASON DUGAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	DAVID POWERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	KEVIN POWERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 9. Board Members' Comments/Requests
- 10. Public Comments
- 11. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,

 Cindy Carbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3A

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Stuart News

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

TERRA LAGO CD
2300 GLADES ROAD, SUITE 410W

BOCA RATON, FL 33431

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the Stuart News, a daily newspaper published at Stuart in Martin County, Florida: that the attached copy of advertisement was published in the Stuart News in the following issues below. Affiant further says that the said Stuart News is a newspaper published in Stuart in said Martin County, Florida, and that said newspaper has heretofore been continuously published in said Martin County, Florida, daily and distributed in Martin County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or 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. The Stuart News has been entered as Periodical Matter at the Post Offices in Stuart, Martin County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

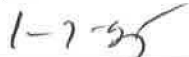
03/13/2023, 03/20/2023, 03/27/2023, 04/03/2023



Subscribed and sworn to before on April 6, 2023:



Notary, State of WI, County of Brown



My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Publication Cost: \$772.92
Ad No: 0005623340
Customer No: 5615710010C
PO #:

of Affidavits: 1

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

**NOTICE OF THE DISTRICT'S
INTENT TO USE THE UNIFORM
METHOD
OF COLLECTION OF NON-AD
VALOREM SPECIAL
ASSESSMENTS**

Notice is hereby given that the Terra Lago Community Development District ("District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on April 10, 2023 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955.

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

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

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

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

A person who decides to appeal any decision made at the hearing with respect to any matter considered at the hearing is advised that person will need a record of the proceedings and that accordingly:

the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Publish: March 13, 20, 27,
April 3, 2023
TCN5623340

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2023-32

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Terra Lago Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Martin County, Florida, for four (4) consecutive weeks prior to such hearing.

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

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District’s Secretary is authorized to provide the Property Appraiser and Tax Collector of Martin County, Florida, and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of April, 2023.

ATTEST:

**TERRA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description

EXHIBIT A

**BBL
SURVEYORS, INC.**
9001 HIGHLAND WOODS
BOULEVARD, SUITE 3
BONITA SPRINGS, FLORIDA, 34135
TELEPHONE: (239) 597-1315
FAX: (239) 597-5207

LEGAL DESCRIPTION

**TERRA LAGO
CDD PROPERTY**

A PARCEL OF LAND LOCATED IN SECTION 31 AND SECTION 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND SECTION 5 AND SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA THENCE RUN N.89°49'20"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, FOR A DISTANCE OF 49.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 609, ALSO KNOWN AS ALLAPATTAH ROAD (A 100 FOOT WIDE RIGHT OF WAY), THE SAME BEING THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°49'20"E., ALONG THE NORTH OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2,608.57 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE RUN N.89°48'26"E., ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 2,643.62 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE RUN S.89°42'23"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2,658.97 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE RUN S.00°06'47"E., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 5,285.06 FEET; THENCE RUN S.89°53'29"W., FOR A DISTANCE OF 1,339.70 FEET; THENCE RUN S.00°32'10"W., FOR A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE RUN S.89°53'29"W., ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1,305.12 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE RUN S.00°15'22"W., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 735.04 FEET; THENCE RUN S.89°55'45"W., FOR A DISTANCE

SHEET 1 OF 5

OF 262.41 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.09°26'15"E., A RADIAL DISTANCE OF 1,511.71 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,511.71 FEET THROUGH A CENTRAL ANGLE OF 16°53'41", SUBTENDED BY A CHORD OF 444.14 FEET, AT A BEARING OF N.72°06'54"W., FOR A DISTANCE OF 445.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.64°10'56"W., FOR A DISTANCE OF 112.47 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.65°11'59"W., A RADIAL DISTANCE OF 916.97 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 916.97 FEET THROUGH A CENTRAL ANGLE OF 11°26'54", SUBTENDED BY A CHORD OF 182.92 FEET, AT A BEARING OF S.30°31'28"W., FOR A DISTANCE OF 183.22 FEET TO THE END OF SAID CURVE; THENCE RUN S.36°18'00"W., FOR A DISTANCE OF 547.03 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.53°42'23"W., A RADIAL DISTANCE OF 710.00 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 710.00 FEET THROUGH A CENTRAL ANGLE OF 47°52'11", SUBTENDED BY A CHORD OF 576.09 FEET, AT A BEARING OF S.60°13'42"W., FOR A DISTANCE OF 593.19 FEET TO THE END OF SAID CURVE; THENCE RUN S.84°09'48"W., FOR A DISTANCE OF 657.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS S.07°12'57"E., A RADIAL DISTANCE OF 539.63 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 539.63 FEET THROUGH A CENTRAL ANGLE OF 46°29'11", SUBTENDED BY A CHORD OF 425.91 FEET, AT A BEARING OF S.59°32'28"W., FOR A DISTANCE OF 437.82 FEET TO THE END OF SAID CURVE; THENCE RUN S.37°57'51"W., FOR A DISTANCE OF 37.98 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 710, ALSO KNOWN AS SW WARFIELD BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN N.53°40'15"W., ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 158.22 FEET TO THE SOUTHERLY LINE OF ROWLAND CANAL; THENCE RUN N.53°06'07"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 355.51 FEET; THENCE RUN N.76°36'51"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 116.05 FEET; THENCE RUN N.82°39'00"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 860.88 FEET; THENCE RUN N.80°01'43"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 172.69 FEET; THENCE RUN N.45°08'23"E., FOR A DISTANCE OF 179.41 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 622, PAGE 2070, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.36°18'12"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 641.08 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 622, PAGE 2070, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.53°42'05"W., ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 800.20 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL

SHEET 2 OF 5

RECORDS BOOK 1444, PAGE 500, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN N.36°21'21"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 193.92 FEET; THENCE RUN N.00°00'56"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,574.47 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1444, PAGE 500, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.89°15'25"W., ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 3,801.55 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 609 ; THENCE RUN N.00°05'26"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 2,389.88 FEET; THENCE RUN N.89°49'20"E., FOR A DISTANCE OF 158.00 FEET; THENCE RUN N.00°05'26"E., FOR A DISTANCE OF 208.00 FEET; THENCE RUN S.89°49'20"W., FOR A DISTANCE OF 158.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN N.00°05'26"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 100.02 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 766.48 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 710 (SW WARFIELD BOULEVARD), HAVING A BEARING OF N53°40'15"W.

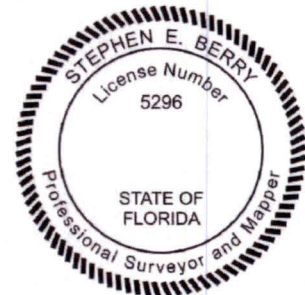
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

**Stephen
Berry**

Digitally signed by Stephen Berry
DN: c=US, ou=LS 5296, o=BBLs
Surveyors, inc., cn=Stephen Berry,
email=sberry@bbbsinc.net
Date: 2022.05.18 15:23:21 -04'00'

05/18/22

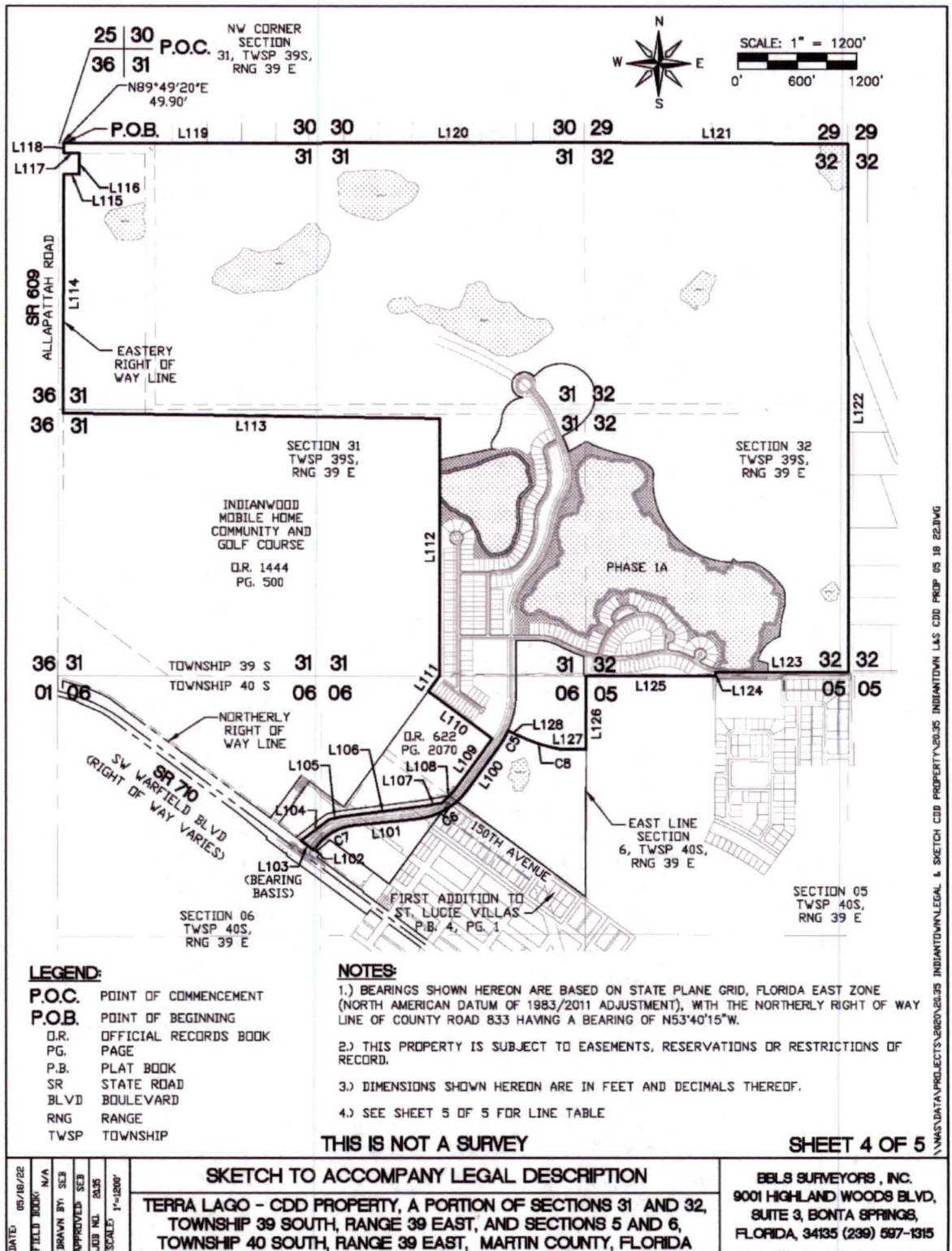
STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBLs SURVEYORS INC., (L.B. #8033)
PROOFED BY SEB



(SEE ATTACHED SKETCH – SHEET 4 OF 5 AND SHEET 5 OF 5)

SHEET 3 OF 5

Ord. No 12-2022 – Establishing Terra Lago CDD



Ord. No 12-2022 – Establishing Terra Lago CDD

Line Table		
Line #	Direction	Length
L100	S36°18'00"W	547.03
L101	S84°09'48"W	657.00
L102	S37°57'51"W	37.98
L103	N53°40'15"W	158.22
L104	N53°06'07"E	355.51
L105	N76°36'51"E	116.05
L106	N82°39'00"E	860.88
L107	N80°01'43"E	172.69
L108	N45°08'23"E	179.41
L109	N36°18'12"E	641.08
L110	N53°42'05"W	800.20
L111	N36°21'21"E	193.92
L112	N00°00'56"E	2574.47
L113	N89°15'25"W	3801.55
L114	N00°05'26"E	2389.88
L115	N89°49'20"E	158.00
L116	N00°05'26"E	208.00
L117	S89°49'20"W	158.00
L118	N00°05'26"E	100.02
L119	N89°49'20"E	2608.57

Line Table		
Line #	Direction	Length
L120	N89°48'26"E	2643.62
L121	S89°42'23"E	2658.97
L122	S00°06'47"E	5285.06
L123	S89°53'29"W	1339.70
L124	S00°32'10"W	35.00
L125	S89°53'29"W	1305.12
L126	S00°15'22"W	735.04
L127	S89°55'45"W	262.41
L128	N64°10'56"W	112.47

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Brg.
C5	183.22	916.97	11°26'54"	182.92	S30°31'28"W
C6	593.19	710.00	47°52'11"	576.09	S60°13'42"W
C7	437.82	539.63	46°29'11"	425.91	S59°32'28"W
C8	445.76	1511.71	16°53'41"	444.14	N72°06'54"W

LEGEND:

- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- O.R.** OFFICIAL RECORDS BOOK
- PG.** PAGE
- P.B.** PLAT BOOK
- SR** STATE ROAD
- BLVD** BOULEVARD
- RNG** RANGE
- TWSP** TOWNSHIP

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 833 HAVING A BEARING OF N53°40'15"W.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THIS IS NOT A SURVEY

SHEET 5 OF 5

DATE: 05/16/22	FIELD BOOK: N/A	DRAWN BY: SEB	APPROVED: SEB	JOB NO.: 2658	SCALE: 1"=1200'	<p>SKETCH TO ACCOMPANY LEGAL DESCRIPTION</p> <p>TERRA LAGO - CDD PROPERTY, A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST, AND SECTIONS 5 AND 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA</p>	<p>BELS SURVEYORS, INC. 9001 HIGHLAND WOODS BLVD, SUITE 3, BONITA SPRINGS, FLORIDA, 34135 (239) 597-1315</p>
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\\NASDATA\PROJECTS\2022\2658 INDIANTOWN\LEGAL & SKETCH CDD PROPERTY\2658 INDIANTOWN L&S CDD PROP 05 16 22.DWG

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Terra Lago Community Development District (“**District**”) prior to June 15, 2023, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

SECTION 1. PROPOSED BUDGET APPROVED. The proposed budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved proposed budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: _____

LOCATION: Indiantown Realty
16654 SW Warfield Blvd.
Indiantown, Florida 34955

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the Village of Indiantown at least 60 days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED this 10th day of April, 2023.

ATTEST:

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Proposed Budget

Exhibit A
FY 2023/2024 Proposed Budget

[See attached]

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

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Estimated	
REVENUES					
Landowner contribution	\$ 84,348	\$ -	\$ 84,348	\$ 84,348	\$ 108,040
Total revenues	<u>84,348</u>	<u>-</u>	<u>84,348</u>	<u>84,348</u>	<u>108,040</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	36,000	8,000	28,000	36,000	48,000
Legal	25,000	5,687	19,313	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation*	-	-	-	-	750
Debt service fund accounting***	-	-	-	-	5,500
Dissemination agent*	583	-	583	583	2,000
Trustee*	-	-	-	-	5,000
Telephone	200	66	134	200	200
Postage	250	-	250	250	250
Printing & binding	500	167	333	500	500
Legal advertising	6,500	-	6,500	6,500	6,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	-	750	750	750
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	210	-	210	210
Total expenditures	<u>84,348</u>	<u>14,130</u>	<u>70,218</u>	<u>84,348</u>	<u>108,040</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(14,130)	14,130	-	-
Fund balance - beginning (unaudited)	-	-	(14,130)	-	-
Fund balance - ending (projected)	-	-	-	-	-
Unassigned	-	(14,130)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (14,130)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**TERRA 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	5,000
<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>	
Debt service fund accounting***	5,500
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	5,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	250
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	6,500
<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	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	750
<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
Total expenditures	<u><u>\$108,040</u></u>

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5

This instrument was prepared by or under the supervision
of (and after recording should be returned to):

Wade C. Vose, Esq.
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789

(Space reserved for Clerk of Court)

**INTERLOCAL AGREEMENT RELATING TO THE CONSTRUCTION
OF WASTEWATER COLLECTION AND PUMPING SYSTEM PROJECT
("PROJECT")**

By and Between

Village of Indiantown, Florida

and

Terra Lago Community Development District

Dated as of March 23, 2023

THIS INTERLOCAL AGREEMENT is made and entered into as of March 23, 2023, by and between the Village of Indiantown, Florida (the "Village") and the Terra Lago Community Development District (the "District" and together with the Village the "Parties").

W I T N E S S E T H:

WHEREAS, Section 163.01 Fla. Stat., known as the "Florida Interlocal Cooperation Act of 1969" ("the Act"), provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the Village is planning and executing a construction project which includes constructing infrastructure improvements for the Village's wastewater collection and pumping system ("Village Components"), and the District is planning and executing a construction project which includes constructing water and wastewater utility infrastructure improvements for the development of a potable water distribution system and its wastewater collection and pumping system benefitting the property owners within the District, including improvements outside the boundaries of the District, as authorized under Chapter 190, Florida Statutes ("District Components"); and the Village and the

District want to cooperate to perform their separate infrastructure components as a single joint project (“Project”); and

WHEREAS, pursuant to a legislative appropriation, the State of Florida Department of Environmental Protection (“FDEP”) has awarded the Village a grant for the wastewater collection and pumping components of the Village Components (the “Village Wastewater Components”) in the amount of \$18,000,000, pursuant to FDEP Standard Grant Agreement No. LPA0307, dated November 17, 2022 (the “FDEP Grant Agreement”), which the Village intends to use to fund such Village Wastewater Components, and which improvements the Village intends to cause to be constructed by the District pursuant to the terms of this Interlocal Agreement; and

WHEREAS, on February 10, 2023, Governor Ron DeSantis awarded the Village, through the FDEP Wastewater Grant Program, a wastewater infrastructure grant in the amount of an additional \$20,000,000, which award has not yet been reduced to an FDEP grant agreement, and which amount the Village also contemplates utilizing to fund the Village Wastewater Components, to be specified in a subsequent amendment to this Interlocal Agreement; and

WHEREAS, providing the Project infrastructure improvements will help the Parties protect the health, safety and welfare of their residents, businesses, and property owners; and

WHEREAS, the Parties recognize that it would be most efficient for the Parties to combine the improvements in a single construction project to be procured by the District pursuant to which (1) the Village will bear all construction project costs and expenses for the Village Components and the District will bear all construction project costs and expenses for the District Components, and (2) the District will construct the Village Components in accordance with the Village's water and wastewater policies & procedures and transfer ownership of those facilities to the Village after completion for the Village's operation and maintenance; and

WHEREAS, in accordance with all applicable Federal, State and District requirements, the District will obtain bids, utilizing a unit price and quantity bid Contract, for the goods and services required for the construction of the Project, and will also select and contract for construction management engineering and inspection (CEI) for the Project; and

WHEREAS, the Village has retained the services of Holtz Consulting Engineers, Inc., ("Village Design Engineer") for the Village Component of the Project, and the District is in the process of retaining the services of one or more District Design Engineers, to be designated by the District in its sole discretion, for the design of the District Component of the Project; and

WHEREAS, the Parties acknowledge that the scope of the Village Component of the Project may be expanded by subsequent amendment to this Interlocal Agreement to

encompass water as well as wastewater infrastructure improvements, and to encompass additional and/or reallocated sources of funding for the Village Component of the Project.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree as follows:

SECTION 1. AUTHORITY FOR INTERLOCAL AGREEMENT. This Interlocal Agreement is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 2. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" means Part I of Chapter 163, Florida Statutes, as amended.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, engineering, construction, and installation (including excavation, demolition, environmental mitigation and relocation, and restoration) of the components of the Project, including but not limited to, permit fees, inspection fees, engineering fees, FDOT right-of-way permits and fees, and other similar

fees and charges, if any, under generally accepted accounting principles; and including reimbursement to the Village for any funds advanced for Capital Cost of the District and interest on any interfund or intrafund loan for such purposes.

“District” means the Terra Lago Community Development District, a local unit of special purpose government created by the Village pursuant to Chapter 190, Florida Statutes.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30.

"Interlocal Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms the Interlocal Agreement.

“Project” means the Wastewater Infrastructure Improvements Project, comprising the Village Components and the District Components, as revised and amended by the Parties from time to time.

"Utility System" means the wastewater system facilities owned and/or operated by the Village, currently and in the future, used to provide wastewater utility to the Village’s utility service area, including the area within the boundaries of the District.

"Village" means the Village of Indiantown, Florida, a municipal corporation of the State of Florida.

SECTION 3. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the effective date of this Agreement; and the term "hereafter" shall mean after the effective date of this Agreement. This Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Agreement.

SECTION 4. CAPITAL COST. The estimated Capital Cost for the District Components is to be determined and specified by subsequent amendment to this Interlocal Agreement, and the estimated Capital Cost for the Village Components is initially estimated at \$19,150,000, which estimate shall be revised by subsequent amendment to this Interlocal Agreement. In the event that the Village determines prior to the bid award for the Project, in its sole discretion, that the actual Capital Cost for the Village Components will exceed this estimate by an amount that is not acceptable to the Village, the Village may terminate this Agreement by providing written notice of such termination to the District. In the event that the District determines prior to the bid award

for the Project, in its sole discretion, that the actual Capital Cost for the District Components will exceed this estimate by an amount that is not acceptable to the District, the District may terminate this Agreement by providing written notice of such termination to the Village.

SECTION 5. FUNDING.

(A) The Village is obligated to pay the Capital Costs of the Village Components. The District is obligated to pay the Capital Costs of the District Components. The District shall use its best efforts to obtain funds or a commitment for funds sufficient to fund and award a bid for the Capital Cost of the District Components. In the event the District is unable to obtain such funds or commitment for funds, the District may terminate this Agreement prior to the bid award for the Project by providing written notice of such termination to the Village.

(B) In the event both parties have: (1) obtained sufficient funds to fund the Capital Cost of the Project pursuant to Section 5(A) above; and (2) elected not to otherwise terminate this Agreement, then the District will be obligated to construct and deliver to the Village the Village Components and the Village will be obligated to pay the District the Capital Costs for the Village Components. The Village's obligation shall be equal to the actual costs incurred by the District for the Village Components.

(C) The District shall promptly review, and provide Village a copy for timely review and approval, of any and all the contractor's invoices submitted in connection with the Project and either approve or disapprove in accordance with the Local Government Prompt Payment Act §218.70 et. seq Fla. Stat. Upon approval of the invoices by both parties, Village shall promptly pay District Village's pro rata share of the invoices for the Village Component and the District will issue payment to the contractor.

(D) The Village intends to use the FDEP Grant Agreement funding to pay the Capital Costs of the Village. The FDEP Grant Agreement, as it may be amended from time to time, is incorporated herein by reference. The District is bound by the terms of and will comply with the requirements of the FDEP Grant Agreement. The District shall take all actions under this Interlocal Agreement in a manner consistent with the requirements imposed upon Village and/or a subcontractor of Village under the FDEP Grant Agreement. The District shall engage in no action or omission that results in Village's default under the FDEP Grant Agreement. The Village shall request the written consent of FDEP to this Interlocal Agreement to the extent it may be required under the FDEP Grant Agreement. In the event FDEP requires that the Village and the District enter into a Sub-Grant Agreement separate and apart from this Interlocal Agreement to accomplish the ends of this Interlocal Agreement, the Parties will use their best efforts to prepare and obtain FDEP's approval of a Sub-Grant Agreement effectuating the essential

business terms contained in this Interlocal Agreement and as otherwise agreed by the Parties. In the event the Parties are unable to obtain approval of a Sub-Grant Agreement as described, the Village may terminate this Agreement prior to the bid award for the Project by providing written notice of such termination to the District.

(E) The Parties agree that no portion of the Projects constructed pursuant to this Interlocal Agreement shall be funded by or from any of the Village's SRF Drinking Water Program or Clean Water Program loans.

SECTION 6. DESIGN AND CONSTRUCTION; TRANSFER OF OWNERSHIP.

(A) The Village agrees to design and obtain all necessary regulatory approvals for the Village's Components and provide the same to the District for the District's bid solicitation. The District's Design Engineer and the Village's Design Engineer will coordinate their respective designs to avoid or resolve conflicts related to the placement and construction sequencing of the District's Components and the Village's Components. The District agrees to construct the District's Components in accordance with design and regulatory approvals for the District's Components.

(B) Village and District agree to hold project meetings on a weekly basis with the contractor. Each party is solely responsible for its costs to attend project meetings.

During construction of the Project, the Village's Design Engineer shall respond to any inquiries from the Contractor regarding the design of the Village's Components and shall recommend and approve any change orders, work change directives, substantial completion and final completion for the Village's Components. Any construction change orders or work change directives requested by the Village to the District shall be made in writing to the District and if approved, the District shall issue such change order to the Contractor. The Village agrees to be responsible for the cost of any such change order or work change directive. If the District does not approve a Village requested change order or work change directive, the parties agree to comply with the dispute resolution procedure outlined in Section 13 herein. The parties agree that all change orders requested by Contractor, shall be submitted to the District by the Contractor. Village and District shall promptly review such change order request and if approved, the District shall issue such change order to the Contractor. The Village agrees to be responsible for the total cost of any change order or work change directive related to the Village's Components. The District shall be responsible for the total cost of any change order or work change directive related to the District's Components. Any cost for a change order or work change directive related to both the District's Components and the Village's Components shall be allocated between the parties as agreed by the parties, absent which the dispute resolution provisions of Section 13 apply.

SECTION 7. CONSTRUCTION BID – BID DOCUMENTS, ADVERTISEMENT, REVIEW, AND AWARD.

(A) The District agrees to develop bid documents, for review and comment by the Village, and advertise for a Contractor to construct the project in accordance with the construction plans and technical specifications following the procurement requirements and procedures of the Village. Subject to Sections 4 and 5(A) above, the District will review the bids, receive comments from the Village on the bids, award, and enter into a contract with the Contractor who provides the best value, as determined by the District in its sole discretion, for the Project.

SECTION 8. CONSTRUCTION OF PROJECT

(A) The District will manage the construction contract and will be responsible for ensuring that the construction of the Project meets all requirements and is completed on schedule in accordance with the contract, and construction documents.

(B) The Village agrees to coordinate and interface with the District, and Contractor to facilitate the timely and satisfactory construction of the Project within their respective jurisdictions.

(C) The District will receive for and forward to the Village, Shop Drawings and Technical Submittals for the Village's Components for Village's review and approval. The Village will review and provide approvals or comments on Submittals within 10 calendar days of receipt of a Submittal.

(D) The Village agrees to perform periodic inspections of the work of the Contractor and verify that the Project is being constructed in conformance with the Village's building codes, construction plans and technical specifications.

(E) In addition to the management and inspection of the work by the District, the Village's Utility System Representatives will also visit the Project site at least one day per week when construction is in progress. The Village's Representatives will notify the Village of any work that is not in conformance with the Contract requirements.

(F) Upon completion of the Village's Components and the District's Components, the Village will determine whether the Project was constructed in accordance with the design and regulatory approval requirements and provide its determination to the District in writing and if approved, such approval shall constitute acceptance by the Village of the Project. If the Village identifies any deficiencies with the construction, the Village must promptly notify the District and the District will require the Contractor to remedy the deficiency. Upon acceptance of the Project construction, the District will transfer ownership of the Project to the Village by Bill of Sale acceptable to the Village and will transfer the Contractor's and Vendor's warranties related to the Project. Upon transfer of ownership of the Project to the Village, the Village will be solely responsible for the operation, maintenance, repair and replacement of the Project as part of the Village's utility system, and the Village will look solely to the

Contractor's and Vendor's warranties for remedy of any subsequently identified defects in the construction of the Project.

SECTION 9. ROAD RIGHT OF WAY PERMIT. The Village grants to the District a temporary construction permit to use the Village road rights of ways within the Village for construction of the Project. District acknowledges that the use of the rights of ways is subject to the provisions of §337.403, Fla. Stat.

SECTION 10. TERM OF INTERLOCAL AGREEMENT. Unless earlier terminated by the parties as provided above, this Interlocal Agreement shall terminate on the date the Project is transferred by the District to the Village as provided in Section 8(F), provided any pending disputes between the parties pursuant to Section 13 shall survive termination until finally resolved.

SECTION 11. FILING. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Martin County, Florida.

SECTION 12. LIMITED LIABILITY. Neither the Village nor the District, or any agent, officer, official or employee of the Village or the District shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act or omission or commission by the other party hereto and its agents, officers, officials or employees. Nothing in this Interlocal

Agreement is intended to be a waiver of either party's sovereign immunity. The terms of this Section 12 shall survive termination or expiration of this Agreement.

SECTION 13. DISPUTE RESOLUTION.

(A) The parties agree to resolve any dispute related to the interpretation or performance of this Interlocal Agreement in the manner described in this Section 13 prior to filing suit against the other party. Any party may initiate the dispute resolution process by providing written notice to the other party. This Section 13 is intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to have their authorized representatives meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties authorized representatives fail to resolve the dispute within 60 days of the notice described in subsection (A) above, the parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, the mediators selected by the parties shall, by mutual agreement, select a mediator who is a mediator certified by the Supreme Court of Florida and is a practicing mediator in Indian River, St. Lucie, Martin, or Palm Beach

County. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. The mediator's fee shall be paid in equal shares by each party to the mediator.

(D) If the parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, any party may terminate the settlement discussions by written notice to the other party. In such event, any party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the 120 day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) In any dispute, each party shall pay the fees, charges and expenses of its own counsel, experts and witnesses.

(F) To the extent Chapter 558, Florida Statutes, is applicable, the Parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes.

(G) The terms of this Section 13 shall survive termination or expiration of this Agreement.

SECTION 14. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of the Village and the District and subsequent ratification by each party's respective governing body.

SECTION 15. PROFESSIONAL FEES AND COSTS. Each party shall pay the fees, charges and expenses of its own counsel and professionals in connection with the preparation and implementation of this Agreement.

SECTION 16. ASSIGNMENT. This Interlocal Agreement may not be assigned, in whole or in part, by any Party at any time.

SECTION 17. NON-WAIVER. The failure of either Party to insist upon the other Party's compliance with its obligations under this Interlocal Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

SECTION 18. NOTICES. All notices, certificates, demands, approvals or other communications hereunder shall be sufficiently given and shall be deemed given on the date such written communication is delivered by hand delivery, courier or facsimile

transmission or 3 days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Village: Taryn Kryzda, Village Manager
15516 SW Osceola St., Suite B
Indiantown, Florida 34956

Required Copy to: Wade Vose, Village Attorney
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, Florida 32789

District: Cindy Cerbone, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Required Copy to: Tucker F. Mackie, District Counsel
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

SECTION 19. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 20. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 21. ENTIRE AGREEMENT. This Interlocal Agreement constitutes the entire agreement between the parties pertaining to subject matter hereof and may not be modified orally or otherwise except by written amendments executed by each party hereto.

SECTION 22. BINDING EFFECT. The obligations and covenants of this Interlocal Agreement shall bind and benefit the successors of the parties hereto.

SECTION 23. APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 24. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the date the last Party executes this Interlocal Agreement and the filing requirements of Section 11 hereof are satisfied.

[Signature pages follow]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the District by its Chairman, its seal affixed hereto, as attested by its Secretary of the District, as of the _____ day of _____, 2023.

ATTEST:

DISTRICT:

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

_____, Secretary

By: _____

Chairman, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization before me this ____ day of _____, 2023, by _____, as Chairman of the Board of Supervisors, and by _____ as Secretary, of the **TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, on behalf of the community development district, who are [] personally known to me, or [] has produced a valid driver's license as identification.

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

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Village by its Mayor, its seal affixed hereto, as attested by its Clerk all as of the 23rd day of March, 2023.

VILLAGE OF INDIANTOWN, FLORIDA

(SEAL)

ATTEST:

By: _____
Susan Gibbs Thomas, Mayor

By: _____
Daren Hamberger, Deputy Village Clerk

REVIEWED FOR FORM
AND CORRECTNESS:

Wade C. Vose, Village Attorney

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2023**

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2023**

	General Fund	Total Governmental Funds
ASSETS		
Due from Landowner	\$ 20,130	\$ 20,130
Total assets	20,130	20,130
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 14,130	\$ 14,130
Landowner advance	6,000	6,000
Total liabilities	20,130	20,130
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	14,130	14,130
Total deferred inflows of resources	14,130	14,130
Fund balances:		
Unassigned	(14,130)	(14,130)
Total fund balances	(14,130)	(14,130)
Total liabilities, deferred inflows of resources and fund balances	\$ 20,130	\$ 20,130

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 84,348	0%
Total revenues	<u>-</u>	<u>-</u>	<u>84,348</u>	<u>0%</u>
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	8,000	36,000	22%
Legal	182	5,687	25,000	23%
Engineering	-	-	2,000	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation*	-	-	-	N/A
Dissemination agent*	-	-	583	0%
Trustee*	-	-	-	N/A
Telephone	16	66	200	33%
Postage	-	-	250	0%
Printing & binding	42	167	500	33%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>2,240</u>	<u>14,130</u>	<u>84,348</u>	<u>17%</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,240)	(14,130)	-	
Fund balances - beginning	<u>(11,890)</u>	<u>-</u>	<u>-</u>	
Fund balances - ending	<u>\$ (14,130)</u>	<u>\$ (14,130)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

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The Board of Supervisors of the Terra Lago Community Development District held a Regular Meeting on March 13, 2023 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955.

Present at the meeting were:

- | | |
|-----------------------------|---------------------|
| Josh Kellam (via telephone) | Chair |
| Tom Kenny | Vice Chair |
| David Powers | Assistant Secretary |
| Kevin Powers | Assistant Secretary |
| Jason Dugan | Assistant Secretary |

Also present were:

- | | |
|---------------------------------|---------------------------|
| Cindy Cerbone | District Manager |
| Ryan Dugan (via telephone) | District Counsel |
| Melissa Corbett (via telephone) | Interim District Engineer |
| Sete Zare (via telephone) | MBS Capital Markets, LLC |
| Steve Sanford (via telephone) | Greenberg Traurig, P.A. |
| Members of the public | |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 1:08 p.m. Supervisors Kenny, Dugan, David Powers and Kevin Powers were present. Supervisor Kellam was attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

A member of the public stated she is interested in learning about the CDD. Ms. Cerbone stated she will share her contact information following the meeting.

THIRD ORDER OF BUSINESS

**Discussion/Consideration of the Following
Bond Financing Related Matters**

A. Presentation of Master Capital Improvement Plan

39 Ms. Corbett presented the Master Capital Improvement Plan (CIP) dated February 2023
40 and noted the following:

41 ➤ The CIP includes everything that will be publicly owned and all public infrastructure;
42 excluded are costs associated with excavating material or filling material on lots, individual lot
43 sewer and water services, or irrigation to the lots, etc.

44 ➤ The CIP includes land, internal and external public roadways, wastewater, reclaimed
45 water, stormwater systems that benefit the entire site, off-site roads, landscape, hardscape,
46 irrigation, parks and common areas, underground electric, professional fees and a contingency.

47 Ms. Cerbone and District Counsel discussed the process whereby the CIP is used to
48 determine improvements to be funded by the CDD and the Assessment Methodology, which
49 allows the CDD to begin the bond validation process. Bond funds can only be used to fund
50 improvements included in the Engineer's Report. The Assessment Methodology allocates the
51 cost of those improvements to the properties that benefit from the improvements.

52 Mr. Sanford noted that the estimates of total cost are maximum amounts.

53 Ms. Corbett stated, at this time, construction prices are extremely high and she was
54 asked to ensure that the estimates provided are on the high side to ensure the adequacy.

55

56 **On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor, the**
57 **Master Capital Improvement Plan, was approved.**

58

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60 Ms. Cerbone noted that any improvements funded by municipal bonds that will in turn
61 be conveyed to another governmental agency must first be conveyed to the CDD.

62 **B. Presentation of Master Special Assessment Methodology Report**

63 Ms. Cerbone presented the pertinent data in the Master Special Assessment
64 Methodology Report dated March 13, 2023. She noted the following:

65 ➤ The Methodology encompasses all proposed phases of construction, as described in the
66 Engineer's Report.

67 ➤ The CDD is in Indiantown, in Martin County.

68 ➤ The development is anticipated to be conducted by Terra Lago, LLC, formerly Warfield
69 Investments, LLC, an affiliate of The Garcia Companies or an affiliated entity (the “Developer”).

70 ➤ The Engineer’s Report anticipated CIP costs at \$121,546,523.

71 ➤ The financing program anticipated one or more series of 30-year bonds.

72 ➤ The total par amount of bonds, including the cost of financing, capitalized interest and
73 debt service reserve, is \$166,580,000.

74 ➤ The obligation to repay the bonds is to the CDD and, ultimately, to the property owners
75 within the boundaries of the CDD; it is not to the Village.

76 Discussion ensued regarding bond validation processes.

77 Asked if the bond validation hearing will be with Martin County or the Village of
78 Indiantown, Mr. Sanford stated the Circuit Court is in Martin County; however, the Circuit Court
79 is unrelated to the County government.

80 Ms. Cerbone reviewed the remainder of the Methodology, including the assessments,
81 Equivalent Residential Units (ERUs), special and peculiar benefit to the units, the True-up
82 Mechanism and the Appendix Tables.

83

**On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor,
the Master Special Assessment Methodology Report dated March 13, 2023,
was approved.**

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89 **C. Resolution 2023-26, Declaring Special Assessments; Indicating the Location, Nature
90 and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be
91 Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of
92 the Improvements to be Defrayed by the Special Assessments; Providing the Manner
93 in Which Such Special Assessments Shall be Made; Providing When Such Special
94 Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments
95 Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment
96 Roll; Providing for Publication of this Resolution**

97 Ms. Cerbone presented Resolution 2023-26 and read the title.

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On MOTION by Mr. Kenny and seconded by Mr. Dugan, with all in favor, Resolution 2023-26, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution, was adopted.

- D. Resolution 2023-27, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Terra Lago Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes**

Ms. Cerbone presented Resolution 2023-27.

On MOTION by Mr. David Powers and seconded by Mr. Dugan, with all in favor, Resolution 2023-27, Setting a Public Hearing on May 8, 2023 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955, for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Terra Lago Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes, was adopted.

- E. Resolution 2023-28, Authorizing the Issuance of Not to Exceed \$166,580,000 Aggregate Principal Amount of Terra Lago Community Development District Special Assessment Bonds, in One or More Series, to Pay All or a Portion of the Design, Acquisition, Construction Costs of Certain Public Infrastructure Improvements, Including, But Not Limited to, Stormwater Management and Control Facilities, Including, But Not Limited to, Related Earthwork and Acquisition of Certain Lands Thereto; Water, Sewer and Reclaimed Water Facilities; Public Roadway Improvements Including Acquisition of Certain Public Rights of Way, Public Parks, Walking Trails and Common Areas and Acquisition of Lands Relating Thereto; Landscaping, Hardscaping**

135 and Irrigation in Public Rights of Way; Differential Cost Of Undergrounding Electric
136 Utilities; and All Related Soft and Incidental Costs (Collectively, the “Project”),
137 Pursuant to Chapter 190, Florida Statutes, as Amended; Appointing U.S. Bank Trust
138 Company, National Association to Serve as Trustee; Approving the Execution and
139 Delivery of a Master Trust Indenture And A Supplemental Trust Indenture or
140 Indentures In Substantially the Forms Attached Hereto; Providing that Such Bonds
141 Shall Not Constitute a Debt, Liability or Obligation of Terra Lago Community
142 Development District (Except as Otherwise Provided Herein), the Village of
143 Indiantown, Florida, Martin County, Florida, or of the State of Florida or of Any Other
144 Political Subdivision Thereof, But Shall Be Payable Solely From Special Assessments
145 Assessed and Levied on the Property Within the District Benefited by the Project and
146 Subject to Assessment; Providing For the Judicial Validation of Such Bonds; and
147 Providing for Other Related Matters

148 Mr. Sanford presented Resolution 2023-28, which accomplishes the following:

- 149 ➤ Authorizes issuance of not to exceed \$166,580,000 aggregate principal amount of bonds
150 in one or more series.
- 151 ➤ Authorizes and approves the execution and delivery of the Master Trust Indenture and
152 the Supplemental Trust Indenture.
- 153 ➤ Appoints U.S. Bank Trust Company National Association as the Trustee, Registrar and
154 Paying Agent.
- 155 ➤ Authorizes and directs District Counsel and Bond Counsel to file for validation.

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157 **On MOTION by Mr. Dugan and seconded by Mr. Kevin Powers, with all in favor,**
158 **Resolution 2023-28, Authorizing the Issuance of Not to Exceed \$166,580,000**
159 **Aggregate Principal Amount of Terra Lago Community Development District**
160 **Special Assessment Bonds, in One or More Series, to Pay All or a Portion of the**
161 **Design, Acquisition, Construction Costs of Certain Public Infrastructure**
162 **Improvements, Including, But Not Limited to, Stormwater Management and**
163 **Control Facilities, Including, But Not Limited to, Related Earthwork and**
164 **Acquisition of Certain Lands Thereto; Water, Sewer and Reclaimed Water**
165 **Facilities; Public Roadway Improvements Including Acquisition of Certain Public**
166 **Rights of Way, Public Parks, Walking Trails and Common Areas and Acquisition**

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of Lands Relating Thereto; Landscaping, Hardscaping and Irrigation in Public Rights of Way; Differential Cost Of Undergrounding Electric Utilities; and All Related Soft and Incidental Costs (Collectively, the “Project”), Pursuant to Chapter 190, Florida Statutes, as Amended; Appointing U.S. Bank Trust Company, National Association to Serve as Trustee; Approving the Execution and Delivery of a Master Trust Indenture And A Supplemental Trust Indenture or Indentures In Substantially the Forms Attached Hereto; Providing that Such Bonds Shall Not Constitute a Debt, Liability or Obligation of Terra Lago Community Development District (Except as Otherwise Provided Herein), the Village of Indiantown, Florida, Martin County, Florida, or of the State of Florida or of Any Other Political Subdivision Thereof, But Shall Be Payable Solely From Special Assessments Assessed and Levied on the Property Within the District Benefited by the Project and Subject to Assessment; Providing For the Judicial Validation of Such Bonds; and Providing for Other Related Matters, was adopted.

F. Greenberg Traurig, P.A., Engagement Conflict Waiver Letter

Mr. Sanford discussed his firm’s representation of The Garcia Companies. He presented the Greenberg Traurig, P.A., Engagement Conflict Waiver Letter that will acknowledge and waive potential conflict related to the bond issue and the firm also representing the Developer.

On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, the Greenberg Traurig, P.A., Engagement Conflict Waiver Letter, was approved.

FOURTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of January 31, 2023

Ms. Cerbone presented the Unaudited Financial Statements as of January 31, 2023.

On MOTION by Mr. Kevin Powers and seconded by Mr. Dugan, with all in favor, the Unaudited Financial Statements as of January 31, 2023, were accepted.

FIFTH ORDER OF BUSINESS

Approval of February 13, 2023 Public Hearings and Regular Meeting Minutes

205 Ms. Cerbone presented the February 13, 2023 Public Hearings and Regular Meeting
206 Minutes.

207

208 **On MOTION by Mr. Kevin Powers and seconded by Mr. Dugan, with all in favor,**
209 **the February 13, 2023 Public Hearings and Regular Meeting Minutes, as**
210 **presented, were approved.**

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213 **SIXTH ORDER OF BUSINESS**

Staff Reports

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

216 District Counsel stated that the Uniform Method Public Hearing will be held at the April
217 meeting. His firm will file the bond validation complaint, which will likely be held via Zoom, and
218 coordinate participation of the Chair and the Methodology Consultant.

219 **B. District Engineer (Interim): *The Milcor Group, A Division of Haley Ward, Inc.***

220 There was no report.

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

- 222 • **NEXT MEETING Date: April 10, 2023 at 1:00 P.M.**

- 223 ○ **QUORUM CHECK**

224 The next meeting will be on April 10, 2023.

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226 **SEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

227

228 There were no Board Members' comments or requests.

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230 **EIGHTH ORDER OF BUSINESS**

Public Comments

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232 No members of the public spoke.

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234 **NINTH ORDER OF BUSINESS**

Adjournment

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237 **On MOTION by Mr. Kellam and seconded by Mr. Kevin Powers, with all in**
238 **favor, the meeting adjourned at 1:56 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION***Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
February 13, 2023	Public Hearings and Regular Meeting <i>(Uniform Method, Budget & Rules Hearings)</i>	1:00 PM
March 13, 2023	Regular Meeting	1:00 PM
April 10, 2023	Regular Meeting	1:00 PM
May 8, 2023	Regular Meeting	1:00 PM
June 12, 2023	Regular Meeting	1:00 PM
July 10, 2023	Regular Meeting	1:00 PM
August 14, 2023	Regular Meeting	1:00 PM
September 11, 2023	Regular Meeting	1:00 PM