



## ***Verano #3***

### ***Community Development District***

<http://www.Verano3cdd.com>

**William Fife, Chairman**

**Jonathan Seifel, Vice Chairman**

**Tim Smith, Assistant Secretary**

**Luis Carcamo, Assistant Secretary**

**April 23, 2026**



# Verano #3

## Community Development District

### Special Meeting Agenda

Seat 4: William Fife – (C.)	
Seat 3: Jonathan Seifel – (V.C.)	
Seat 1: Tim Smith – (A.S.)	
Seat 5: Luis Carcamo – (A.S.)	
Seat 2: Open Seat	

Thursday  
April 23, 2026  
11:30 a.m.

Verano Social Clubhouse  
10291 SW Visconti Way, Port St. Lucie, FL  
Join the meeting Now

Meeting ID: 262 586 007 481 355 and Passcode: JV3AV7P5  
1 872-240-4685 and Phone Conference ID: 754 748 933#

1. Roll Call
2. Organizational Matters
  - A. Consideration of Appointment of Supervisor(s) to Unexpired Term(s) of Office – Seat #2 (11/2028)
  - B. Oath of Office for Newly Appointed Supervisor(s) – [Page 4](#)
  - C. Election of Officer(s)
3. Approval of Minutes of the January 15, 2026 Meeting – [Page 5](#)
4. Consideration of:
  - A. [Resolution #2026-06](#) Approving the Proposed Fiscal Year 2027 Budget and Setting the Public Hearing – [Page 12](#)
  - B. Cost Share Agreement (Commercial Parcels)
    - 1) Shops at Port St. Lucie, LLC – [Page 29](#)
    - 2) DK Central Park, LLC – [Page 37](#)
5. Discussion of:
  - A. Rules – [Page 45](#)
  - B. Procedures for the General Election – [Page 125](#)
  - C. Second Amended & Restated Interlocal Agreement – [Page 126](#)
6. Ratification of:
  - A. Kolter Land LLC Contract for Acquisition of Tot Lot Improvements – [Page 143](#)
  - B. CDD Drainage Installation with Florida Irrigation Service – [Page 200](#)
  - C. Street Signs Proposal with Onsite Industries – [Page 208](#)
  - D. Mosquito Control Services with Clarke Environmental – [Page 233](#)
7. Staff Reports
  - A. Attorney
  - B. Engineer – Lake Bank Preservation Report – [Page 243](#)

C. Field Manager

- 1) Monthly Report – **Page 251**
- 2) Central Park Freeze Report and Estimate – **Page 257**
- 3) Discussion of Lifestyle Management – Central Park April Events – **Page 258**
- 4) Estimate #2349 for Refurbishment of Mailboxes – **Page 260**
- 5) Roof Replacement Quotes – **Page 262**

Cl. Manager

- 1) Lake Restoration Proposals – **Page 281**
- 2) Number of Registered Voters in the District – **1,376 – Page 284**

8. Financial Reports

- A. Acceptance of Check Run Summary – **Page 285**
- B. Acceptance of Unaudited Financials – **Page 303**

9. Supervisors Requests and Audience Comment

10. Adjournment

***Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.verano3cdd.com>***

# Oath of Office

I, \_\_\_\_\_ a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the **Verano #3 Community Development District** and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the **Verano #3 Community Development District**, \_\_\_\_\_ County, Florida.

**Signature:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**County of Residence:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ whose signature appears hereinabove.

\_\_\_\_\_  
Notary Public State of Florida

\_\_\_\_\_  
Print Name

My Commission expires \_\_\_\_\_

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification \_\_\_\_\_

**MINUTES OF MEETING  
VERANO #3  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Verano #3 Community Development Districts was held on Thursday, January 15, 2026, at 11:30 a.m. at 10291 SW Visconti Way, Port St. Lucie, Florida.

Present and constituting a quorum were:

William Fife  
John Seifel  
Luis Carcamo

Chairman  
Vice Chairman  
Assistant Secretary

Also present were:

Andressa Hinz Philippi  
Matthew Hans  
Jere Earlywine  
Several residents

District Manager  
Governmental Management Services  
District Counsel

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Hinz Philippi called the meeting to order and called the roll.

Ms. Hinz Philippi indicated she had just received a resignation letter from Mr. Darren Weimer and asked the Board to accept his resignation letter.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, accepting the resignation letter from Mr. Darren Weimer was approved.
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**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the  
October 30, 2025 Meeting**

Ms. Hinz Philippi presented the minutes from the October 30, 2025 meeting, asked for any comments, additions, corrections or deletions, and upon hearing none, asked for a motion to approve the minutes.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, the Minutes of the October 30, 2025 Meeting were approved.

**THIRD ORDER OF BUSINESS                      Public Hearing to Adopt the Rules**

**A. Motion to Open the Public Hearing**

Ms. Hinz Philippi presented item No. 3, the public hearing to adopt the rules and asked for a motion to open the public hearing.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, opening the Public Hearing was approved.

**B. Public Comment and Discussion**

Ms. Hinz Philippi asked if there were any public comments or discussion regarding the rules.

Mr. Earlywine gave a brief overview relating to the rules stating the rules were advertised and are very similar to Verano #2 rules which were also being worked on at the same time. He also stated he had spoken with Mr. Magett, CDD Board member from Verano #2, regarding the rules and there were a couple of changes. Mr. Earlywine stated Mr. Magett had spoken with the HOA folks to find out what they wanted in the rules, and the first thing was having street parking. So it was suggested that people wanted to be able to park on the street in a safe way not blocking emergency vehicles, etc. Mr. Earlywine then stated the city already had some very comprehensive parking rules in place and so the Board would just be adopting those general rules. He also stated he had revised the city's parking rules for CDD's streets. Mr. Earlywine then stated with respect to the clubhouse amenity that was a different scenario, and the clubhouse would have no overnight parking, and towing would be between 10:00 p.m. and 6:00 a.m.

*(At this point there was a discussion among the Board members, Mr. Earlywine, District staff, and the attending audience relating to this item)(Mr. Earlywine would provide the updated version of the adopted rules and the executed agreement with the city)*

**C. Consideration of Resolution #2026-05 Adopting the Rules**

Ms. Hinz Philippi presented resolution #2026-05, adopting the rules, gave a brief explanation of the resolution and asked for any questions or comments. Upon hearing none, she asked for a motion to adopt resolution #2026-05.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, Resolution #2026-05 Adopting the Rules with the indicated changes as stated on the record was approved.

**D. Motion to Close the Public Hearing**

Ms. Hinz Philippi then asked for a motion to close the public hearing.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, closing the Public Hearing was approved.

**FOURTH ORDER OF BUSINESS                      Ratification of:**

- A. Addendum to Lake Maintenance Agreement with Solitude Lake Management, LLC**
- B. Master Services Agreement with Flock Group, Inc.**
- C. Holiday Lighting Installation Services Agreement With Holiday Seasonal Lights, LLC**
- D. Agreement for Engineering Services with Mills, Short Associates, LLC**
- E. Amendment to Agreement for Cleaning Services with Charles Cleaning Services, LLC**

Ms. Hinz Philippi presented ratification of Addendum to Lake Maintenance Agreement with Solitude Lake Management, LLC, Master Services Agreement with Flock Group, Inc., Holiday Lighting Installation Services Agreement with Holiday Seasonal Lights, LLC, the Agreement for Engineering Services with Mills, Short Associates, LLC, and Amendment to Agreement for Cleaning Services with Charles Cleaning Services, LLC and stated these items were previously approved by the Board at a prior meeting and she was just bringing them back for ratification of the District’s records. She then asked for any questions or comments, and upon hearing none, asked for a motion to ratify items A through E.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, ratifying items A through E listed above was approved.

**FIFTH ORDER OF BUSINESS                      Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending in September 30, 2025**

Ms. Hinz Philippi presented the engagement letter with Grau & Associates to perform the audit for fiscal year ending September 30, 2025 and gave a brief explanation relating to this item. She then asked for any questions or comments and upon hearing none, asked for a motion to accept.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, accepting the audit for Fiscal Year ending September 30, 2025 was approved.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Audit for Fiscal Year Ending in September 30, 2025**

Ms. Hinz Philippi presented the audit for fiscal year ending September 30, 2025 and gave a brief explanation relating to this item stating it was a clean audit. She then asked for any questions or comments and upon hearing none, asked for a motion to accept.

On MOTION by Mr. Fife seconded by Mr. Carcamo with all in favor, accepting the audit for Fiscal Year ending September 30, 2025 was approved.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Earlywine gave some historical background on the interlocal agreements among the various Verano CDDs and stated as time progressed the Verano projects were all under different contexts, some were resident controlled, some were just being developed and over time each District wanted to take on the responsibilities for its own CDD improvements and manage it themselves. Mr. Earlywine then stated he would bring back an amendment to the interlocal agreement that addresses bond issuances, changing the boundaries of various Districts, and other various items.

**B. Engineer**

There not being any report, the next item followed.

**C. Field Manager**

- 1) CDD Drainage Installation with Florida Irrigation Service**
  - a) Clubhouse**
  - b) Lift Station**
  - c) Community Development District**

Mr. Hans gave a summary on the field manager's report stating he received a few proposals from Dmitry Gulyamov for these items and they were trying to get a couple of comparative bids, however, they did not receive them in time for the agenda. He also stated they had some drainage installation issues around the community and the first was for the clubhouse. He then gave a brief explanation relating to the clubhouse drainage proposal

which was included in the agenda on page 120 in the amount of \$4,309.70. Mr. Hans also stated they received a second bid from Florida Irrigation for the lift station on Roma Way near the clusia hedge that was dying to add french drains, tie into the existing drainage and reroute the water in the amount \$5,399.64. Mr. Hans also stated the final proposal from Florida Irrigation was for \$25,408 to cover the areas behind the homes where they meet each other and during the rainy season it becomes very swamp-like back there.

On MOTION by Mr. Seifel seconded by Mr. Fife with all in favor, accepting the proposal from Florida Irrigation Services for drainage installation in 5 separate locations around the clubhouse in the amount of \$4,309.70 for Verano #3 was approved.

Mr. Seifel stated for the lift station proposal, after talking with Dmitry it was discovered the east side part of the drain did not connect back to the west side to get to the inlet, so the water was going out into the field.

On MOTION by Mr. Seifel seconded by Mr. Fife with all in favor, accepting the proposal from Florida Irrigation Services for the lift station drainage on Roma Way not to exceed \$7,000 for Verano #3 was approved.

Mr. Seifel then stated the last one for the \$25,000, he requested this item be brought back to the next meeting with additional pricing including a map of exactly where the various locations are.

## **2) Street Signs Proposal with Onsite Industries, LLC**

Mr. Hans gave a brief explanation of the proposal from Onsite Industries stating they did reach out to other companies to get some additional proposals but did not receive them in time. He also stated this proposal was missing an additional 4 locations that should be on there but, he would like to get the Board's approval for the purchase price of the signs which was \$1,226 per sign and labor installation costs as well.

On MOTION by Mr. Seifel seconded by Mr. Fife with all in favor, accepting the proposal from Onsite Industries, LLC to install street signs at Central Park not to exceed \$1,226 per sign for Verano #3 as stated on the record was approved.

**3) CDD Easement Pebbles Installation with Florida Exotic Landscaping Irrigation**

Mr. Hans gave a brief explanation on the proposal for CDD easement pebble installation from Florida Exotic Landscaping stating this would go hand in hand with the french drains that would be installed in the areas behind the homes. He also stated the bid provided would be to add 80 cubic yards of brown river rock and the rate to install that would be \$415 per cubic yard for a total amount of \$33,200. Mr. Hans also stated he could bring back additional bids for this project to the next meeting if the Board desired.

*(At this point there was a brief discussion among the Board members and Mr. Hans relating to this item)(The Board agreed to table this item and for staff to obtain additional proposals to bring back to the next Board meeting)*

**4) Mosquito Control Services with Clarke Environmental Mosquito Management Inc.**

Mr. Hans then gave a brief explanation relating to the proposal for mosquito control with Clark Environmental Mosquito Management, Inc. which was included in the agenda in the amount of \$3,696.50 per month. He stated he requested estimates a while ago, and he received a few different bids but, this was the only vendor that came back with an option for CDD coverage with foggers, and spray around the lakes to treat for mosquitoes.

*(At this point there was a brief discussion among the Board members and Mr. Hans relating to this item) (The Board requested Mr. Earlywine to prepare an agreement, and Mr. Hans would obtain the COI and W-9 Form for execution of the agreement, as well as inform the residents of the timeframe for the project)*

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, accepting the proposal from Clarke Environmental Mosquito Management, Inc. in the amount of \$3,696.50 per month for 3 months starting in March, 2026 for Verano #3 was approved.

**D. Manager**

Ms. Hinz Philippi stated she is working with the District attorney and Mr. Seifel on the damages of mailbox project that the vendor had done due to the fact the work was unacceptable to the District. She also stated they are reviewing all the damages and everything that happened and with the attorney's assistance they are working on getting estimates to repair the damages.

Mr. Earlywine made a few additional comments relating to this item and stated they also held back some of the monies due to the vendor to ensure a resolution to this matter.

**EIGHTH ORDER OF BUSINESS                      Financial Reports**

- A. Check Run Summary**
- B. Acceptance of Unaudited Financials**

Ms. Hinz Philippi presented the check run summary and the unaudited financials and asked for any comments or questions. Upon hearing none, she asked for a motion to accept the financials.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, the check run summary and the unaudited financial were approved.

**NINTH ORDER OF BUSINESS                      Supervisors Requests and Audience Comments**

Ms. Hinz Philippi asked for any Supervisor’s requests. There were none at this time. She then asked for any audience comments.

A resident made a comment relating to the appearance of Inspiration Park, the landscaping, the grass, the tennis courts, the dog park, and the pressure washing.

**TENTH ORDER OF BUSINESS                      Adjournment**

Ms. Hinz Philippi stated if there was nothing else to discuss, she would need a motion to adjourn the meeting.

On MOTION by Mr. Fife seconded by Mr. Seifel with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

**RESOLUTION 2026-06**

**A RESOLUTION OF THE VERANO #3 COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW**

**WHEREAS**, the District Manager has prepared the proposed budget for the Fiscal Year 2027; and

**WHEREAS**, the Board of Supervisors approves the proposed budget for purpose of submitting said budget to the local governing authorities not less than 60 days prior to the public hearing date in accordance with Chapter 190.008(b), Florida Statutes: and

**WHEREAS**, the Board of Supervisors desires to set the public hearing date;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANO #3 COMMUNITY DEVELOPMENT DISTRICT:**

1. The proposed budget for Fiscal Year 2027 is hereby approved for the purpose of conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: \_\_\_\_\_  
Hour: \_\_\_\_\_  
Place: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice of public hearing shall be published in accordance with Florida Law.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Secretary/Assistant Secretary

***Verano #3***  
***Community Development District***

***Proposed Budget***  
***FY 2027***



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**Verano #3**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Actuals Thru 3/31/26	Projected Next 6 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
<b>REVENUES:</b>					
Special Assessments - Tax Roll	\$ 1,226,227	\$ 1,214,475	\$ 11,752	\$ 1,226,227	\$ 1,444,582
Intergovernmental Transfer from Verano # 5	34,188	34,188	-	34,188	-
Stormwater Fees	-	-	-	-	159,597
Interest income	20,000	21,715	18,000	39,715	10,000
Amenity Revenue	-	2,185	610	2,795	-
Carry Forward Surplus	70,500	-	-	-	-
<b>TOTAL REVENUES</b>	<b>\$ 1,350,915</b>	<b>\$ 1,272,564</b>	<b>\$ 30,362</b>	<b>\$ 1,302,925</b>	<b>\$ 1,614,179</b>

**EXPENDITURES:**

**Administrative**

Engineering	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney	-	-	-	-	23,000
Annual Audit	6,700	6,800	-	6,800	6,900
Assessment Roll Administration	-	-	-	-	3,000
Arbitrage Rebate	1,100	550	550	1,100	1,100
Dissemination Agent	5,513	2,757	2,756	5,513	5,789
Management Fees	-	-	-	-	35,438
Trustee Fees	13,200	4,445	4,445	8,890	9,500
Information Technology	-	-	-	-	-
Website Maintenance	827	414	414	827	868
Postage	-	-	-	-	100
Insurance General Liability	5,886	5,672	-	5,672	6,239
Printing/Copies	-	-	-	-	50
Legal Advertising	-	-	-	-	500
Office Supplies	-	-	-	-	50
Other Current Charges	787	529	258	787	1,655
Dues, Licenses & Subscriptions	175	175	-	175	175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 34,188</b>	<b>\$ 21,341</b>	<b>\$ 8,423</b>	<b>\$ 29,764</b>	<b>\$ 99,364</b>

**Operations & Maintenance**

**Master Right-off-Way**

Electric Streetlights	\$ -	\$ -	\$ -	\$ -	\$ 16,125
Landscape Verano Parkway	-	-	-	-	48,199
Irrigation Maintenance	-	-	-	-	1,920
Contingency	-	-	-	-	21,244
<b>TOTAL MASTER RIGHT-OFF-WAY</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 87,488</b>

**Stormwater**

Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 40,620
Lake Bank Maintenance	-	-	-	-	72,258
Mosquito Control	-	-	-	-	44,358
Water Sampling-BMAP	-	-	-	-	2,361
<b>TOTAL STORMWATER</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 159,597</b>

**Verano #3**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Actuals Thru 3/31/26	Projected Next 6 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
<b><u>Common Area Maintenance</u></b>					
Electric Utility Services	\$ 102,000	\$ 53,600	\$ 60,400	114,000	\$ 114,000
Landscape Maintenance	320,928	160,463	160,466	320,928	320,928
Plant Replacement	30,000	-	30,000	30,000	30,000
Irrigation Repairs	15,000	8,877	6,123	15,000	15,000
Irrigation Pump Maintenance	6,000	241	5,759	6,000	6,000
Midget Control	10,200	-	-	-	-
Pest Control & Fertilization	26,000	339	9,661	10,000	10,000
Mulch	50,000	11,530	38,470	50,000	50,000
Sidewalk/Road Repairs	25,000	600	24,400	25,000	25,000
Entry & Walls Maintenance	10,000	-	10,000	10,000	10,000
Contingency	25,000	-	10,200	10,200	-
Holiday Decoration	2,200	3,200	-	3,200	3,200
Capital Outlay	37,813	106,830	-	106,830	-
Capital Improvements	-	-	-	-	18,936
<b>TOTAL COMMON AREA MAINTENANCE</b>	<b>\$ 660,141</b>	<b>\$ 345,679</b>	<b>\$ 355,479</b>	<b>\$ 701,158</b>	<b>\$ 603,064</b>
<b><u>Amenity Center/Park Maintenance</u></b>					
Clubhouse/Restroom Building Maintenance	\$ 10,000	\$ 8,762	\$ 1,238	\$ 10,000	\$ 15,000
Common Area Maintenance	10,000	583	9,417	10,000	10,000
A/C Maintenance	3,000	-	3,000	3,000	3,000
Sidewalk/Parking lot repairs	15,000	-	15,000	15,000	15,000
Amenity Management	70,000	36,383	33,617	70,000	70,000
Lifestyle Management	31,417	12,646	18,771	31,417	31,417
Security Service	34,944	13,525	14,555	28,080	28,080
Property Insurance	60,000	54,392	-	54,392	59,831
Pool Maintenance Contracts	28,200	14,100	14,100	28,200	28,200
Pool Repairs	10,000	2,224	7,776	10,000	10,000
Pool Permits	525	-	525	525	525
Landscape and Park/Irrigation Maintenance	99,800	39,900	39,900	79,800	79,800
Mulch	20,000	-	20,000	20,000	20,000
Plant Replacement	20,000	6,000	14,000	20,000	20,000
Irrigation Repairs	12,500	-	9,343	9,343	12,500
Pest Control & Fertilization	10,000	-	5,000	5,000	10,000
Playground Maintenance (includes inspection)	5,000	-	5,000	5,000	5,000
Water Utility Services	20,000	2,235	8,000	10,235	12,804
Electrical Utility Services	18,000	5,502	8,000	13,502	12,000
Janitorial Services/Supplies	99,200	52,875	54,325	107,200	107,200
Access Control (gates)	8,000	382	7,618	8,000	8,000
Security Cameras (monitoring)	15,000	3,691	4,000	7,691	10,000
Trash Collection	5,000	1,423	1,423	2,845	3,000
Special Events	6,000	5,228	2,000	7,228	6,000
Contingency	25,000	-	15,546	15,546	-
Capital Improvements	20,000	-	-	-	87,310
<b>TOTAL AMENITY CENTER/PARK MAINTENANCE</b>	<b>\$ 656,586</b>	<b>\$ 259,851</b>	<b>\$ 312,153</b>	<b>\$ 572,005</b>	<b>\$ 664,667</b>
<b>TOTAL OPERATING AND MAINTENANCE</b>	<b>\$ 1,316,727</b>	<b>\$ 605,530</b>	<b>\$ 667,632</b>	<b>\$ 1,273,162</b>	<b>\$ 1,514,815</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,350,915</b>	<b>\$ 626,870</b>	<b>\$ 676,055</b>	<b>\$ 1,302,926</b>	<b>\$ 1,614,179</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ 645,693</b>	<b>\$ (645,693)</b>	<b>\$ -</b>	<b>\$ -</b>

**Verano #3**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Actuals Thru 3/31/26	Projected Next 6 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
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<sup>(1)</sup> Transfers from Verano #5

Product	Assessable Units	Total Gross Assessments	* Combined Rate- Per Unit FY 2026	* Combined Rate- Per Unit FY 2027	Increase / (Decrease)
Apartments (Alton)	318	\$92,672.57	\$284.66	\$291.42	\$6.76
Casitas	158	\$81,117.21	\$498.47	\$513.40	\$14.93
40' Single Family	247	\$288,203.00	\$1,132.89	\$1,166.81	\$33.92
50' Single Family	371	\$497,822.94	\$1,302.82	\$1,341.84	\$39.02
60' Single Family	40	\$62,074.45	\$1,506.74	\$1,551.86	\$45.13
Villa/Townhome	528	\$548,307.53	\$1,008.27	\$1,038.46	\$30.19
<b>Total (Gross)</b>	<b>1662</b>	<b>\$ 1,570,197.70</b>			
<b>Total (Net)</b>		<b>\$1,444,581.88</b>			

\* These amounts are grossed up 8% to cover early payment discounts and County collection fees.

**Verano #3**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**REVENUES**

**Special Assessments - Tax Roll**

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

**Stormwater Rebate Fees**

The City of Port St. Lucie assesses the residents of the District for Repairs, Maintenance and Capital Improvements of the Drainage System. The city then remits the storm water fees less an administrative fee to the District since the District provides all these services.

**Interest**

The District earns interest on the monthly average collected balance for each of their investment accounts.

**Expenditures - Administrative**

**Engineering**

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

**Attorney**

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

**Annual Audit**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

**Assessment Roll Administration**

GMS SF, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

**Arbitrage Rebate**

The District has contracted with its independent auditors to annually calculate the arbitrage rebate liability on its bonds.

**Dissemination Agent**

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

**Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-South Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

**Trustee Fees**

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

**Information Technology**

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

**Website Maintenance**

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

**Postage**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

**Verano #3**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures - Administrative (continued)**

**Insurance General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Other Current Charges**

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Due, Licenses & Subscriptions**

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

**Expenditures - Master Right-Of-Way**

**Electric**

The District has utility accounts with FPL for electric.

<b>Vendor</b>		<b>Monthly fee</b>	<b>total units</b>	<b>Annual</b>
FPL	12275 SW Nettono Way SL	\$640	1662	\$2,949
FPL	SW Verano Pkwy	\$2,860	1662	\$13,176
	<b>Total</b>		1662	<b>\$16,125</b>

**Landscape Maintenance**

Mowing of the landscape between Verano # 2 and Verano # 3.

<b>Vendor</b>	<b>Description</b>	<b>monthly</b>	<b>total units</b>	<b>Annual</b>
PHL Land Care	Verano Parkway lawn mowing	\$10,462	1662	<b>\$48,199</b>

**Irrigation Repair**

Cost of routine repairs and maintenance of the District's irrigation system.

<b>Vendor</b>	<b>Description</b>	<b>total units</b>	<b>Annual</b>
PHL Land Care	Verano Parkway	1662	<b>\$1,920</b>

**Contingency**

Cost to cover anything unexpected repairs.

**Verano #3**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures – Stormwater O&M**

**Lake Maintenance**

Mowing of the Lake Banks G2 includes 3% increase.

Description	Vendor	monthly	Annual
12 lakes maintenance	Florida Exotic Landscaping	\$3,385	\$40,620

**Lake Bank Maintenance**

Mowing of the Lake Banks G2. Includes 3% increase.

Description	Vendor	monthly	Annual
Lake Bank G2 Blue	Florida Exotic Landscaping	\$1,288	\$15,450
Lake Bank G2 Purple	Florida Exotic Landscaping	\$1,854	\$22,248
Lake Bank	Florida Exotic Landscaping	\$2,880	\$34,560
<b>Total</b>			<b>\$72,258</b>

**Mosquito Control**

The district has an agreement with Clarke Environmental Mosquito Management Inc for general service and larvicide storm drain treatment and month ULV treatments.

Vendor	Description	monthly	Annual
Clarke Environmental Mosquito Mgmt	Mosquito management	\$3,697	\$44,358

**Water Sampling BMAP**

St. Lucie & Estuary Basin Management Action Plan-Per recommendation of the District’s engineer, quarterly water samples will be taken in 3 locations to monitor water quality

Vendor	Description	total units	Annual
Pace Analytical Service	Water Testing	1662	\$2,361

**Expenditures – Common Area**

**Electric Utility Services**

Electric service for the common are with FPL.

Meter	Location	monthly	Annual
13111-49445	9706 SW Libertas Way	\$950	\$11,400
10281-33500	12235 SW Roma Cir SL	\$5,550	\$66,600
68982-83228	11451 SW Roma Way	\$35	\$420
10935-34442	12455 SW Roma Cir-Fountain	\$1,335	\$16,020
752190-8009	12171 SW Roma Way	\$1,630	\$19,560
<b>Total</b>		<b>\$9,500</b>	<b>\$114,000</b>

**Landscape Maintenance**

The district will contract a landscaping company to maintain the districts common area. Includes wet check.

Description	Vendor	monthly	Annual
Lawn maintenance (yellow)	Florida Exotic Landscape	\$14,544	\$174,528
Lawn maintenance (Orange)	Florida Exotic Landscape	\$12,200	\$146,400
<b>Total</b>		<b>\$26,744</b>	<b>\$320,928</b>

**Verano #3**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures – Common Area**

**Plant Replacement**

Costs to replace plants throughout the district.

**Irrigation Repair**

Cost for maintaining the irrigation system.

**Irrigation Water Manager**

Cost to monitor the common area clocks.

**Irrigation Pump System maintenance**

The district contracted Hoover Pumping Systems to maintain the pump system.

**Midge Control**

The district will contract Solitude Lake Management for larvicide treatments.

**Pest Control & Fertilization**

The district will contract a company for pest control throughout the district’s common area.

**Mulch**

Cost for mulch throughout the district.

**Sidewalk/Road Repairs**

Cost to maintain and repair the common area roads.

**Entry & Walls Maintenance**

Costs to maintain walls of the district.

**Contingency**

Cost to cover anything unexpected repairs.

**Holiday Decoration**

Cost for Holiday decorations

**Capital Improvements**

Cost for capital improvements for the Common Area.

**Expenditures- Amenity Center/Park Maintenance**

**Clubhouse/Restroom Building Maintenance**

Cost to maintain the clubhouse/restroom building.

**Common Area Maintenance**

Cost to maintain common area.

**A/C Maintenance**

Cost to maintain the Air conditioning unit per contract.

**Sidewalk/Parking lot repairs**

Cost to repair sidewalk and parking lot

**Amenity Management**

District contracted Community Association CALM, LLC to oversee the amenity overall activities, oversee, interact performance, prepare scopes of work, evaluate vendors, review scope of services, review and inspect the common area, interact with residents and builders, issue amenity access cards and coordinate events reservations.

Description	Vendor	monthly	Annual
Amenity personal for 28 hours 3 days	CALM LLC	\$5,833	\$70,000

**Verano #3**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures- Amenity Center/Park Maintenance (continued)**

**Lifestyle Management**

District contracted FirstService Residential Florida, Inc with a Lifestyle Coordinator.

<b>Description</b>	<b>Vendor</b>	<b>monthly</b>	<b>Annual</b>
Lifestyle Coordinator	FirstService Residential	\$2,618	\$31,417

**Security Service**

The District will contract with a security company to monitor the amenity area.

<b>Description</b>	<b>Vendor</b>	<b>monthly</b>	<b>Annual</b>
3 Days 8 hours a week	All Florida Security	\$2,340	\$28,080

**Property Insurance**

Insurance for Amenity/restroom/pavilion buildings

**Pool Maintenance Contracts**

Cost to maintain the pool per contract.

<b>Description</b>	<b>Vendor</b>	<b>monthly</b>	<b>Annual</b>
Pool maintenance	Sandy Gordon	\$2,350	\$28,200

**Pool Repairs**

Cost to repairs and maintenance of amenity pool.

**Pool Permits**

Two Pool permit fees.

**Landscape/Irrigation Maintenance**

The District has a contract with Florida Exotic Landscaping to maintain the Central Park area within the district.

<b>Description</b>	<b>Vendor</b>	<b>monthly</b>	<b>Annual</b>
Lawn maintenance Park Pod	Florida Exotic Landscape	\$6,650	\$79,800

**Mulch**

Cost for mulch throughout the district.

**Plant Replacement**

Cost to replace plants/tress throughout the district.

**Irrigation Repairs**

Cost to repair irrigation throughout the district.

**Pest Control & Fertilization**

Cost for pest control and fertilization.

**Playground Maintenance**

Cost to maintain and repair the playground and annual inspection.

**Water Utility Services**

Water utility service for the clubhouse with City of Port St Lucie.

<b>Meter</b>	<b>Location</b>	<b>monthly</b>	<b>Annual</b>
1578619254	12552 SW Roma Cir - Fountain	\$17	\$204
1577507026	12600 SW Roma Circle	\$350	\$4,200
1578619276	12601 SW Roma Circle Pool	\$700	\$8,400
	<b>Total</b>	<b>\$1,067</b>	<b>\$12,804</b>

**Electrical Utility Service**

Electric service for the clubhouse with FPL.

<b>Meter</b>	<b>Location</b>	<b>monthly</b>	<b>Annual</b>
88303-66467	12600 SW Roma Circle Amenity	\$1,000	\$12,000

**Verano #3**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures- Amenity Center/Park Maintenance (continued)**

**Janitorial Services/Supplies**

Maintain the general appearance of all indoor spaces at all times: Facilitate emergency maintenance, vacuum carpet, dust mop, clean window and bathrooms, bathrooms includes all necessities. Cleaning supplies and chemicals are not included.

<b>Description</b>	<b>Vendor</b>	<b>monthly</b>	<b>Annual</b>
Housekeeping 5 days a week	CALM II LLC	\$6,333	<b>\$76,000</b>
2 days a week	Charles Cleaning	\$2,600	<b>\$31,200</b>
			<b>\$107,200</b>

**Access Control**

Cost to have access control system service for the clubhouse.

<b>Description</b>	<b>Vendor</b>	<b>monthly</b>	<b>Total</b>
Access to amenity	Cell Gate	\$250	\$3,000
Fobs	Ramco Protective		\$5,000
	<b>Total</b>		<b>\$8,000</b>

**Security Cameras monitoring**

Cost for monitoring the clubhouse.

<b>Description</b>	<b>Vendor</b>	<b>monthly</b>	<b>Total</b>
Video Monitoring voice down speaker	SafeTouch	\$500	\$6,000
Additional cameras	SafeTouch		\$4,000
	<b>Total</b>		<b>\$10,000</b>

**Trash Collection**

Cost to remove trash at clubhouse and pavilion.

<b>Description</b>	<b>Vendor</b>	<b>monthly</b>	<b>Total</b>
Trash collection	FCC	\$250	<b>\$3,000</b>

**Special Event**

Lifestyle event costs.

**Contingency**

Costs that have not been covered above

**Capital Improvements**

Cost for capital improvements for the Amenity.

**Verano #3**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Series 2021 Special Assessment Bonds**

Description	Adopted Budget FY2026	Actuals Thru 3/31/26	Projected Next 6 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
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**REVENUES:**

Special Assessments - Tax Roll	\$ 538,231	\$ 533,619	\$ 4,612	\$ 538,231	\$ 538,231
Interest Income	10,000	10,806	9,194	20,000	10,000
Carry Forward Balance <sup>(1)</sup>	214,666	216,058	-	216,058	225,658

<b>TOTAL REVENUES</b>	<b>\$ 762,896</b>	<b>\$ 760,484</b>	<b>\$ 13,805</b>	<b>\$ 774,289</b>	<b>\$ 773,888</b>
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**EXPENDITURES:**

Interest - 11/01	\$ 160,316	\$ 160,316	\$ -	\$ 160,316	\$ 157,703
Interest - 05/01	160,316	-	160,316	160,316	157,703
Principal - 05/01	220,000	-	220,000	220,000	225,000

<b>TOTAL EXPENDITURES</b>	<b>\$ 540,631</b>	<b>\$ 160,316</b>	<b>\$ 380,316</b>	<b>\$ 540,631</b>	<b>\$ 540,406</b>
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**Other Sources/(Uses)**

Transfer in/(Out)	\$ (8,000)	\$ (5,074)	\$ (2,926)	\$ (8,000)	\$ -
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<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$ (8,000)</b>	<b>\$ (5,074)</b>	<b>\$ (2,926)</b>	<b>\$ (8,000)</b>	<b>\$ -</b>
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<b>TOTAL EXPENDITURES</b>	<b>\$ 548,631</b>	<b>\$ 165,389</b>	<b>\$ 383,242</b>	<b>\$ 548,631</b>	<b>\$ 540,406</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 214,265</b>	<b>\$ 595,094</b>	<b>\$ (369,437)</b>	<b>\$ 225,658</b>	<b>\$ 233,482</b>
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<sup>(1)</sup> Carry forward surplus is net of the reserve requirement

Interest - 11/1/27 \$ 154,328

Product	Assessable Unitss	Total Assessments	* Gross per Unit FY2026	* Gross per Unit FY2027	Increase / (Decrease)
<b>Phase 1</b>					
Pod 1 - 50' Lots	139	\$196,387.36	1,412.86	\$1,412.86	\$0.00
Pod 4 - 40' Lots	122	\$159,110.54	1,304.18	\$1,304.18	\$0.00
Pod 4 - 50' Lots	2	\$2,825.72	1,412.86	\$1,412.86	\$0.00
Pod 5 - 40' Lots	23	\$32,495.75	1,412.86	\$1,412.86	\$0.00
Pod 5 - 50' Lots	63	\$89,010.10	1,412.86	\$1,412.86	\$0.00
Pod 5 - Park Lots 60'	40	\$65,209.13	1,630.23	\$1,630.23	\$0.00
Pod 5 - Villas	46	\$39,995.00	869.46	\$869.46	\$0.00
<b>Total (Gross)</b>	<b>435</b>	<b>\$ 585,033.60</b>			
<b>Total (Net)</b>		<b>\$ 538,230.91</b>			

\* These amounts are grossed up 8% to cover early payment discounts and County collection fees.

**Verano #3**  
**Community Development District**  
**AMORTIZATION SCHEDULE**  
**Debt Service Series 2021 Special Assessment Bonds**

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/24	\$ 9,095,000	2.375%	\$ -	\$ 162,869	\$ 162,869
05/01/25	9,095,000	2.375%	215,000	162,869	
11/01/25	8,880,000	2.375%	-	160,316	538,184
05/01/26	8,880,000	2.375%	220,000	160,316	
11/01/26	8,660,000	2.375%	-	157,703	538,019
05/01/27	8,660,000	3.000%	225,000	157,703	
11/01/27	8,435,000	3.000%	-	154,328	537,031
05/01/28	8,435,000	3.000%	230,000	154,328	
11/01/28	8,205,000	3.000%	-	150,878	535,206
05/01/29	8,205,000	3.000%	240,000	150,878	
11/01/29	7,965,000	3.000%	-	147,278	538,156
05/01/30	7,965,000	3.000%	245,000	147,278	
11/01/30	7,720,000	3.000%	-	143,603	535,881
05/01/31	7,720,000	3.000%	250,000	143,603	
11/01/31	7,470,000	3.000%	-	139,853	533,456
05/01/32	7,470,000	3.375%	260,000	139,853	
11/01/32	7,210,000	3.375%	-	135,466	535,319
05/01/33	7,210,000	3.375%	270,000	135,466	
11/01/33	6,940,000	3.375%	-	130,909	536,375
05/01/34	6,940,000	3.375%	280,000	130,909	
11/01/34	6,660,000	3.375%	-	126,184	537,094
05/01/35	6,660,000	3.375%	290,000	126,184	
11/01/35	6,370,000	3.375%	-	121,291	537,475
05/01/36	6,370,000	3.375%	300,000	121,291	
11/01/36	6,070,000	3.375%	-	116,228	537,519
05/01/37	6,070,000	3.375%	310,000	116,228	
11/01/37	5,760,000	3.375%	-	110,997	537,225
05/01/38	5,760,000	3.375%	320,000	110,997	
11/01/38	5,440,000	3.375%	-	105,597	536,594
05/01/39	5,440,000	3.375%	330,000	105,597	
11/01/39	5,110,000	3.375%	-	100,028	535,625
05/01/40	5,110,000	3.375%	340,000	100,028	
11/01/40	4,770,000	3.375%	-	94,291	534,319
05/01/41	4,770,000	3.375%	355,000	94,291	
11/01/41	4,415,000	3.375%	-	88,300	537,591
05/01/42	4,415,000	4.000%	365,000	88,300	
11/01/42	4,050,000	4.000%	-	81,000	534,300
05/01/43	4,050,000	4.000%	380,000	81,000	
11/01/43	3,670,000	4.000%	-	73,400	534,400
05/01/44	3,670,000	4.000%	395,000	73,400	
11/01/44	3,275,000	4.000%	-	65,500	533,900
05/01/45	3,275,000	4.000%	415,000	65,500	
11/01/45	2,860,000	4.000%	-	57,200	537,700
05/01/46	2,860,000	4.000%	430,000	57,200	
11/01/46	2,430,000	4.000%	-	48,600	535,800
05/01/47	2,430,000	4.000%	450,000	48,600	
11/01/47	1,980,000	4.000%	-	39,600	538,200
05/01/48	1,980,000	4.000%	465,000	39,600	
11/01/48	1,515,000	4.000%	-	30,300	534,900
05/01/49	1,515,000	4.000%	485,000	30,300	
11/01/49	1,030,000	4.000%	-	20,600	535,900
05/01/50	1,030,000	4.000%	505,000	20,600	
11/01/50	525,000	4.000%	-	10,500	536,100
05/01/51	525,000	4.000%	525,000	10,500	535,500
<b>Total</b>			<b>\$ 9,095,000</b>	<b>\$ 5,545,638</b>	<b>\$ 14,640,638</b>

**Verano #3**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Series 2022 Special Assessment Bonds**

Description	Adopted Budget FY2026	Actuals Thru 3/31/26	Projected Next 6 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
<b>REVENUES:</b>					
Special Assessments - Tax Roll	\$ 695,100	\$ 687,837	\$ 7,263	\$ 695,100	\$ 695,100
Interest Income	40,000	20,060	9,940	30,000	20,000
Carry Forward Balance	459,348	461,679	-	461,679	473,524
<b>TOTAL REVENUES</b>	<b>\$ 1,194,448</b>	<b>\$ 1,169,577</b>	<b>\$ 17,202</b>	<b>\$ 1,186,779</b>	<b>\$ 1,188,624</b>
<b>EXPENDITURES:</b>					
Interest - 11/01	\$ 285,190	\$ 285,190	\$ -	\$ 285,190	\$ 281,665
Principal - 11/01	120,000	120,000	-	120,000	130,000
Interest - 05/01	281,665	-	281,665	281,665	277,846
<b>TOTAL EXPENDITURES</b>	<b>\$ 686,855</b>	<b>\$ 405,190</b>	<b>\$ 281,665</b>	<b>\$ 686,855</b>	<b>\$ 689,511</b>
<b>Other Sources/(Uses)</b>					
Transfer in/(Out)	\$ (26,400)	\$ (12,874)	\$ (13,526)	\$ (26,400)	\$ -
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$ (26,400)</b>	<b>\$ (12,874)</b>	<b>\$ (13,526)</b>	<b>\$ (26,400)</b>	<b>\$ -</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 713,255</b>	<b>\$ 418,064</b>	<b>\$ 295,191</b>	<b>\$ 713,255</b>	<b>\$ 689,511</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 481,193</b>	<b>\$ 751,512</b>	<b>\$ (277,988)</b>	<b>\$ 473,524</b>	<b>\$ 499,113</b>

Principal - 11/1/27	\$ 135,000
Interest - 11/1/27	277,846
Total	<u>\$ 412,846</u>

Product	Assessable Unitss	Total Assessments	* Gross per Unit FY2026	* Gross per Unit FY2027	Increase / (Decrease)
<b>Phase 2</b>					
Pod 6 - 50's	82	\$115,869.57	\$1,413.04	\$1,413.04	\$0.00
Pod 7 - Townhomes	206	\$223,913.04	\$1,086.96	\$1,086.96	\$0.00
Pod 7 - 40's	102	\$133,043.48	\$1,304.35	\$1,304.35	\$0.00
Pod 7 - 50's	85	\$120,108.70	\$1,413.04	\$1,413.04	\$0.00
Pod 7 - Villas	56	\$66,956.52	\$1,195.65	\$1,195.65	\$0.00
South Parcel - Townh	220	\$95,652.17	\$434.78	\$434.78	\$0.00
<b>Total (Gross)</b>	<b>751</b>	<b>\$ 755,543.48</b>			
<b>Total (Net)</b>		<b>\$ 695,100.00</b>			

\* These amounts are grossed up 8% to cover early payment discounts and County collection fees.

**Verano #3**  
**Community Development District**  
**AMORTIZATION SCHEDULE**  
**Debt Service Series 2022 Special Assessment Bonds**

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/25	\$ 8,770,000	5.875%	\$ 120,000	\$ 285,190	\$ 690,380
05/01/26	8,650,000	5.875%	-	281,665	
11/01/26	8,650,000	5.875%	130,000	281,665	693,330
05/01/27	8,520,000	5.875%	-	277,846	
11/01/27	8,520,000	5.875%	135,000	277,846	690,693
05/01/28	8,385,000	5.875%	-	273,881	
11/01/28	8,385,000	5.875%	145,000	273,881	692,761
05/01/29	8,240,000	5.875%	-	269,621	
11/01/29	8,240,000	5.875%	155,000	269,621	694,243
05/01/30	8,085,000	6.450%	-	265,068	
11/01/30	8,085,000	6.450%	160,000	265,068	690,136
05/01/31	7,925,000	6.450%	-	259,908	
11/01/31	7,925,000	6.450%	170,000	259,908	689,816
05/01/32	7,755,000	6.450%	-	254,426	
11/01/32	7,755,000	6.450%	185,000	254,426	693,851
05/01/33	7,570,000	6.450%	-	248,459	
11/01/33	7,570,000	6.450%	195,000	248,459	691,919
05/01/34	7,375,000	6.450%	-	242,171	
11/01/34	7,375,000	6.450%	210,000	242,171	694,341
05/01/35	7,165,000	6.450%	-	235,398	
11/01/35	7,165,000	6.450%	220,000	235,398	690,796
05/01/36	6,945,000	6.450%	-	228,303	
11/01/36	6,945,000	6.450%	235,000	228,303	691,606
05/01/37	6,710,000	6.450%	-	220,724	
11/01/37	6,710,000	6.450%	250,000	220,724	691,449
05/01/38	6,460,000	6.450%	-	212,662	
11/01/38	6,460,000	6.450%	265,000	212,662	690,324
05/01/39	6,195,000	6.450%	-	204,116	
11/01/39	6,195,000	6.450%	285,000	204,116	693,231
05/01/40	5,910,000	6.450%	-	194,924	
11/01/40	5,910,000	6.450%	300,000	194,924	689,849
05/01/41	5,610,000	6.450%	-	185,249	
11/01/41	5,610,000	6.450%	320,000	185,249	690,499
05/01/42	5,290,000	6.450%	-	174,929	
11/01/42	5,290,000	6.450%	345,000	174,929	694,859
05/01/43	4,945,000	6.625%	-	163,803	
11/01/43	4,945,000	6.625%	365,000	163,803	692,606
05/01/44	4,580,000	6.625%	-	151,713	
11/01/44	4,580,000	6.625%	390,000	151,713	693,425
05/01/45	4,190,000	6.625%	-	138,794	
11/01/45	4,190,000	6.625%	415,000	138,794	692,588
05/01/46	3,775,000	6.625%	-	125,047	
11/01/46	3,775,000	6.625%	440,000	125,047	690,094
05/01/47	3,335,000	6.625%	-	110,472	
11/01/47	3,335,000	6.625%	470,000	110,472	690,944
05/01/48	2,865,000	6.625%	-	94,903	
11/01/48	2,865,000	6.625%	500,000	94,903	689,806
05/01/49	2,365,000	6.625%	-	78,341	
11/01/49	2,365,000	6.625%	535,000	78,341	691,681
05/01/50	1,830,000	6.625%	-	60,619	
11/01/50	1,830,000	6.625%	570,000	60,619	691,238
05/01/51	1,260,000	6.625%	-	41,738	
11/01/51	1,260,000	6.625%	610,000	41,738	693,475
05/01/52	650,000	6.625%	-	21,531	
11/01/52	650,000	6.625%	650,000	21,531	693,063
<b>Total</b>			<b>\$ 8,885,000</b>	<b>\$ 10,891,569</b>	<b>\$ 19,776,569</b>

**Verano #3**  
**Community Development District**  
**Non-Ad Valorem Assessments Comparison**  
**2026-2027**

Neighborhood	O&M Units	O&M Pod G	Bonds Units	Bonds Units	Annual Maintenance Assessments			Annual Debt Assessments				Total Assessed Per Unit					
					FY 2027	FY2026	Increase/(decrease)	FY 2027		FY2026		FY 2027		FY2026		Increase/(decrease)	
	O&M	O&M Pod G	Series 2021	Series 2022	O&M	O&M	O&M	Series 2021	Series 2022	Series 2021	Series 2022	Series 2021	Series 2022	Series 2021	Series 2022	Total	
<b>ON ROLL</b>																	
<b>Apartments</b>																	
Pod 2 (Tredici)	318	318	0	0	\$291.42	\$284.66	\$6.80	\$0.00	\$0.00	\$0.00	\$0.00	\$291.42	\$291.42	\$284.67	\$284.67	\$6.80	3.0%
<b>Casitas</b>																	
Pod 3 (Havens)	158	158	0	0	\$513.40	\$498.47	\$14.93	\$0.00	\$0.00	\$0.00	\$0.00	\$513.40	\$513.40	\$498.47	\$498.47	\$14.93	3.0%
<b>40' Single Family</b>																	
Pod 4	122	122	122	0	\$1,166.81	\$1,132.89	\$33.93	\$1,304.18	\$0.00	\$1,304.18	\$0.00	\$2,470.99	\$1,166.81	\$2,437.06	\$1,132.88	\$33.93	3.0%
Pod 5	23	23	23	0	\$1,166.81	\$1,132.89	\$33.93	\$1,412.86	\$0.00	\$1,304.18	\$0.00	\$2,579.67	\$1,166.81	\$2,437.06	\$1,132.88	\$33.93	3.0%
Pod 7	102	102	0	102	\$1,166.81	\$1,132.89	\$33.93	\$0.00	\$1,304.35	\$0.00	\$1,304.35	\$1,166.81	\$2,471.16	\$1,132.88	\$2,437.23	\$33.93	3.0%
<b>50' Single Family</b>																	
Pod 1	139	139	139	0	\$1,341.84	\$1,302.82	\$39.02	\$1,412.86	\$0.00	\$1,412.86	\$0.00	\$2,754.70	\$1,341.84	\$2,715.68	\$1,302.82	\$39.02	3.0%
Pod 4	2	2	2	0	\$1,341.84	\$1,302.82	\$39.02	\$1,412.86	\$0.00	\$1,412.86	\$0.00	\$2,754.70	\$1,341.84	\$2,715.68	\$1,302.82	\$39.02	3.0%
Pod 5	63	63	63	0	\$1,341.84	\$1,302.82	\$39.02	\$1,412.86	\$0.00	\$1,412.86	\$0.00	\$2,754.70	\$1,341.84	\$2,715.68	\$1,302.82	\$39.02	3.0%
Pod 6	82	82	0	82	\$1,341.84	\$1,302.82	\$39.02	\$0.00	\$1,413.04	\$0.00	\$1,413.04	\$1,341.84	\$2,754.88	\$1,302.82	\$2,715.86	\$39.02	3.0%
Pod 7	85	85	0	85	\$1,341.84	\$1,302.82	\$39.02	\$0.00	\$1,413.04	\$0.00	\$1,413.04	\$1,341.84	\$2,754.88	\$1,302.82	\$2,715.86	\$39.02	3.0%
<b>60' Single Family</b>																	
Pod 5	40	40	40	0	\$1,551.86	\$1,506.74	\$45.13	\$1,630.23	\$0.00	\$1,630.23	\$0.00	\$3,182.09	\$1,551.86	\$3,136.97	\$1,506.74	\$45.13	3.0%
<b>Villa/Townhome</b>																	
Pod 5	46	46	46	0	\$1,038.46	\$1,008.27	\$30.20	\$869.46	\$0.00	\$869.46	\$0.00	\$1,907.92	\$1,038.46	\$1,877.72	\$1,008.26	\$30.20	3.0%
Pod 7	56	56	0	56	\$1,038.46	\$1,008.27	\$30.20	\$0.00	\$1,195.65	\$0.00	\$1,195.65	\$1,038.46	\$2,234.11	\$1,008.26	\$2,203.91	\$30.20	3.0%
Townhome South Parce	220	220	0	220	\$1,038.46	\$1,008.27	\$30.20	\$0.00	\$434.78	\$0.00	\$434.78	\$1,038.46	\$1,473.24	\$1,008.26	\$1,443.04	\$30.20	3.0%
Townhome 20'	206	206	0	206	\$1,038.46	\$1,008.27	\$30.20	\$0.00	\$1,086.96	\$0.00	\$1,086.96	\$1,038.46	\$2,125.42	\$1,008.26	\$2,095.22	\$30.20	3.0%
<b>Total</b>	<b>1662</b>	<b>1662</b>	<b>435</b>	<b>751</b>													

This instrument was prepared by:

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

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**COST SHARE AGREEMENT**  
**(Commercial Parcels)**

**THIS COST SHARE AGREEMENT (“Agreement”)** is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

**Verano 3 Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o GMS-SF, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (“**District**”); and

**Shops at Port St. Lucie, LLC**, a Texas Limited Liability Company, having an address of Attn: Sandy P. Aron, 3773 Richmond Ave, Ste 800, Houston, TX 77046 (“**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Landowner presently owns certain lands described in **Exhibit A** (together, “**Property**”), which Property is intended to be developed into commercial or other property; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

**WHEREAS**, the District’s capital improvement plan includes stormwater improvements (together, “**Improvements**”) that benefit lands within the District as well as the Property;<sup>1</sup> and

**WHEREAS**, the Improvements are required to be developed in order for the lands within the District to be developed; and

**WHEREAS**, for efficiency, the District and the Landowner desire for the District to undertake the operation and maintenance of the Improvements, and the Landowner has agreed to pay for its share of the maintenance costs, as set forth herein;

---

<sup>1</sup> As a point of clarification, the District shall NOT be responsible for any stormwater or other improvements located on the Property – the Improvements include only those stormwater system components located within the boundaries of the Verano CDDs 1 through 5 (and Verano Center CDD) and NOT within the Property.

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

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

**2. OPERATION AND MAINTENANCE OF IMPROVEMENTS.** The District and the Landowner acknowledge and agree that:

- A.** The District shall be responsible for the operation, maintenance, repair and replacement of the Improvements upon transfer to, and acceptance by, the District.
- B.** The parties agree that the Landowner shall be responsible for a portion of the costs ("**Shared Expenses**") of the District's annual budget(s), as reasonably determined by the District's Manager in accordance with Chapter 190, Florida Statutes, based on legal principles governing non ad valorem special assessments in Florida (i.e., as though special assessments were being levied on the Property), and based on the District's applicable assessment methodologies, as may be amended from time to time in the District's reasonable discretion. As set forth in more detail in the District's annual budget(s), the District Manager shall assign a certain number of "Equivalent Assessment Units" or "**EAUs**" to the Property based on the actual development of the lands within the Property. The Landowner's funding obligation hereunder shall commence for the first time in the District fiscal year in which a certificate of occupancy is issued on the first residential home, commercial or industrial building, or other similar structure is constructed within the Property. To the extent that the Property is subdivided, the owner of each subdivided parcel shall be jointly and severally liable with all other owners of subdivided parcels for the full amount of Shared Expenses allocated to the entire original Property, with each owner being responsible for funding its proportionate share of the Shared Expenses based on the actual development of the lands within the subdivided parcel. Each subdivided parcel owner's joint and several liability shall survive any subsequent transfers of their respective parcels. The Landowner shall provide written notice to the District of any subdivision or transfer of any portion of the Property within ten (10) days of such subdivision or transfer.

For example, and without intending to limit any of the foregoing language, if commercial buildings with 45,000 SF of commercial space are constructed on the Property within Fiscal Year 2027, and the District's Assessment Consultant determines that 1,000 SF of commercial space equates to 0.78 EAUs, and the District's Fiscal Year 2027 budget allocates \$136 per 1 EAU, then the Landowner of the Property would owe  $45,000 / 1,000 * 0.78$ , or 35.1 EAUs x \$136/EAU, resulting in Shared Expenses of \$4,773.60 for Fiscal Year 2027.

To the extent that the District receives "Stormwater Fees" from St. Lucie

County pursuant to that certain *Second Amended and Restated Interlocal Agreement to Provide Maintenance of the Stormwater Management System for the Verano Community Development Districts* between the District and the County, as amended from time to time, and such Stormwater Fees are attributable to the Property for payment of Shared Expenses hereunder relating to the maintenance of the District's stormwater system, and assuming that the Landowner is not in default under this Agreement, the District shall remit the portion of the Stormwater Fees attributable to the Property to the Landowner within thirty (30) days of receipt from the County.

- C. In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs of the Shared Expenses for the upcoming District fiscal year, which begins October 1.
- D. Each Landowner shall pay its share of the Shared Expenses to the District each District fiscal year, and within ten (10) days of written notice from the District. In the event that a payment is not timely made, the entire amount due – including any remaining partial, deferred payments for the District's Fiscal Year – shall immediately become due and payable, together with interest (1.5% or greater) and penalties in the maximum amounts permitted by law, and all costs of collection and enforcement, including reasonable attorney's fees and costs.
- E. This Agreement is intended to create a contractual lien in favor of the District, and the Property shall serve as security for the payment of Shared Expenses. The Landowner agrees to execute and record, within thirty (30) days of the District's written request, such additional documents as may be necessary to perfect such lien, including but not limited to a memorandum of this Agreement in recordable form. The lien created hereby shall have priority over all liens and encumbrances except for (i) liens for taxes and assessments, (ii) utility easements of record, and (iii) mortgages recorded prior to the date of this Agreement.
- F. All the rights and privileges granted hereby shall be and remain in effect in perpetuity and may not be subject to a termination or forfeiture except as may be terminated by written instrument executed by the parties, and recorded in the Public Records of St. Lucie County, Florida.
- G. **THIS AGREEMENT IS INTENDED TO BE PERPETUAL. TO THE EXTENT THAT FLORIDA'S MARKETABLE RECORD TITLE ACT, SECTIONS 712.001, FLORIDA STATUTES, ET SEQ. ("MRTA"), IS APPLICABLE TO THIS AGREEMENT, THE PARTIES AGREE THAT EITHER PARTY MAY (IF NECESSARY TO ADDRESS MRTA) RENEW THIS AGREEMENT UNILATERALLY BY FILING NOTICE(S) PURSUANT TO SECTION 712.05, FLORIDA STATUTES.**

3. **DEFAULT.** A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages

and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to thirty (30) days to cure any monetary default and ten (10) days to cure any non-monetary default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

**4. ATTORNEYS' FEES AND COSTS.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**6. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. 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 parties may deliver Notice on behalf of the party represented. 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.

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

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

**9. ASSIGNMENT.** This Agreement shall constitute a covenant running with the land and title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof. No assignment or transfer of the Property or any portion thereof shall release the transferor from liability for Shared Expenses that accrued prior to the date of transfer. Any transferee shall assume all obligations under this Agreement as a condition of transfer.

**10. 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 the parties hereto.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

**12. 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.

**13. 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 law, 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 by sovereign immunity or by other operation of law.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – VERANO 3 CDD]

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS**

**VERANO 3 COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, **Chairperson**, of **VERANO 3 COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – VERANO 3 CDD]

Executed as of the \_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS**

**Shops at Port St. Lucie, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Shops at Port St. Lucie, LLC, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A: LEGAL DESCRIPTION**

**EXHIBIT A**

Parcels 1, 3, and 4, CENTRAL PARK COMMERCIAL according to the plat thereof as recorded in Plat Book 135, Pages 39-41 inclusive of the Official Records of St. Lucie County, Florida

This instrument was prepared by:

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

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**(Commercial Parcels)**

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**DK Central Park LLC**, a Florida limited liability company, and with an address of 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444-3807 (“**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Landowner presently owns certain lands described in **Exhibit A** (together, “**Property**”), which Property is intended to be developed into commercial or other property; and

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---

<sup>1</sup> As a point of clarification, the District shall NOT be responsible for any stormwater or other improvements located on the Property – the Improvements include only those stormwater system components located within the boundaries of the Verano CDDs 1 through 5 (and Verano Center CDD) and NOT within the Property.

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For example, and without intending to limit any of the foregoing language, if commercial buildings with 45,000 SF of commercial space are constructed on the Property within Fiscal Year 2027, and the District's Assessment Consultant determines that 1,000 SF of commercial space equates to 0.78 EAUs, and the District's Fiscal Year 2027 budget allocates \$136 per 1 EAU, then the Landowner of the Property would owe  $45,000 / 1,000 * 0.78$ , or 35.1 EAUs x \$136/EAU, resulting in Shared Expenses of \$4,773.60 for Fiscal Year 2027.

To the extent that the District receives "Stormwater Fees" from St. Lucie

County pursuant to that certain *Second Amended and Restated Interlocal Agreement to Provide Maintenance of the Stormwater Management System for the Verano Community Development Districts* between the District and the County, as amended from time to time, and such Stormwater Fees are attributable to the Property for payment of Shared Expenses hereunder relating to the maintenance of the District's stormwater system, and assuming that the Landowner is not in default under this Agreement, the District shall remit the portion of the Stormwater Fees attributable to the Property to the Landowner within thirty (30) days of receipt from the County.

- C. In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs of the Shared Expenses for the upcoming District fiscal year, which begins October 1.
- D. Each Landowner shall pay its share of the Shared Expenses to the District each District fiscal year, and within ten (10) days of written notice from the District. In the event that a payment is not timely made, the entire amount due – including any remaining partial, deferred payments for the District's Fiscal Year – shall immediately become due and payable, together with interest (1.5% or greater) and penalties in the maximum amounts permitted by law, and all costs of collection and enforcement, including reasonable attorney's fees and costs.
- E. This Agreement is intended to create a contractual lien in favor of the District, and the Property shall serve as security for the payment of Shared Expenses. The Landowner agrees to execute and record, within thirty (30) days of the District's written request, such additional documents as may be necessary to perfect such lien, including but not limited to a memorandum of this Agreement in recordable form. The lien created hereby shall have priority over all liens and encumbrances except for (i) liens for taxes and assessments, (ii) utility easements of record, and (iii) mortgages recorded prior to the date of this Agreement.
- F. All the rights and privileges granted hereby shall be and remain in effect in perpetuity and may not be subject to a termination or forfeiture except as may be terminated by written instrument executed by the parties, and recorded in the Public Records of St. Lucie County, Florida.
- G. **THIS AGREEMENT IS INTENDED TO BE PERPETUAL. TO THE EXTENT THAT FLORIDA'S MARKETABLE RECORD TITLE ACT, SECTIONS 712.001, FLORIDA STATUTES, ET SEQ. ("MRTA"), IS APPLICABLE TO THIS AGREEMENT, THE PARTIES AGREE THAT EITHER PARTY MAY (IF NECESSARY TO ADDRESS MRTA) RENEW THIS AGREEMENT UNILATERALLY BY FILING NOTICE(S) PURSUANT TO SECTION 712.05, FLORIDA STATUTES.**

3. **DEFAULT.** A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages

and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to thirty (30) days to cure any monetary default and ten (10) days to cure any non-monetary default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

**4. ATTORNEYS' FEES AND COSTS.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**6. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. 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 parties may deliver Notice on behalf of the party represented. 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.

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

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

**9. ASSIGNMENT.** This Agreement shall constitute a covenant running with the land and title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof. No assignment or transfer of the Property or any portion thereof shall release the transferor from liability for Shared Expenses that accrued prior to the date of transfer. Any transferee shall assume all obligations under this Agreement as a condition of transfer.

**10. 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 the parties hereto.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

**12. 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.

**13. 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 law, 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 by sovereign immunity or by other operation of law.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – VERANO 3 CDD]

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS**

**VERANO 3 COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, **Chairperson**, of **VERANO 3 COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – VERANO 3 CDD]

Executed as of the \_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS**

**DK Central Park, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Shops at Port St. Lucie, LLC, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A: LEGAL DESCRIPTION**

**EXHIBIT A**

Parcel 2, CENTRAL PARK COMMERCIAL according to the plat thereof as recorded in Plat Book 135, Pages 39-41 inclusive of the Official Records of St. Lucie County, Florida

**RULES OF PROCEDURE  
VERANO 3  
COMMUNITY DEVELOPMENT DISTRICT  
RULE NO. 2026-\_\_\_\_\_  
EFFECTIVE AS OF \_\_\_\_\_, 2026**

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**Rule 1.0      General.**

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

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

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

**Rule 1.1 Board of Supervisors; Officers and Voting.**

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

contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

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

previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
  - (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
  - (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
  - (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
  - (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or

the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

**Law Implemented:** §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

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

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

District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
  
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person

making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

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

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

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

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 954-721-8681. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager

1. Financial Report
  2. Approval of Expenditures
- Supervisor's requests and comments  
Adjournment

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

the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

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

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

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

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

## Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
  - (a) Contain only one subject;
  - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
  - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
  - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
  - (i) the subject area to be addressed by rule development;
  - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
  - (iii) The grant of rulemaking authority for the proposed rule;
  - (iv) The law being implemented;
  - (v) The proposed rule number; and
  - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
  - (i) A short, plain explanation of the purpose and effect of the proposed rule;
  - (ii) The proposed rule number;
  - (iii) A summary of the proposed rule or amendment;
  - (iv) The full text of the proposed rule or amendment and a summary thereof, unless not required pursuant to 120.81(2)(b) of the Florida Statutes or other Florida law;
  - (v) The grant of rulemaking authority for the proposed rule;

- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
- (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
- (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
- (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
  - (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
  - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
    - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
    - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of

Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District may publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change shall address a summary of the change and may be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action or as otherwise permissible . The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
  2. In response to written materials submitted to the District;
- or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180)

day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District’s proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
  - (i) The place, date, and time of the workshop;
  - (ii) The subject area that will be addressed; and
  - (iii) The District Manager’s contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
  - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
  - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
    - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
    - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the "**Notice of Denial of Rulemaking Petition**"). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general

circulation within the county or counties in which the District is located.

- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
  - (i) The date, time, and location of the public hearing; and
  - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule

(the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

- (i) The full text of the rule(s); and
  - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
  - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
  - (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
  - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
    - (i) The full text of the emergency rule and a summary thereof;
    - (ii) The rule number; and
    - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
  - (a) A copy of the rule;
  - (b) Any material incorporated by reference in the rule;
  - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;

- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
  - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the

requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
  - (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal.

In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:

- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
  - (i) The rule from which a variance or waiver is requested;
  - (ii) The type of action requested;
  - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
  - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule

of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
  - (i) Is a valid exercise of delegated legislative authority;
  - (ii) Has current statutory authority;
  - (iii) Reiterates or paraphrases statutory material;
  - (iv) Is in proper form;

- (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
  - (vi) Requires a technical or substantive update to reflect current use; and
  - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the “**Rule Review Resolution**”):
- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
    - 1. A copy of the reviewed rule;
    - 2. A written statement of its intended action; and
    - 3. Its assessment of factors specified in Section 16(c) of this Rule.
  - (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
    - 1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
    - 2. A written statement of its intended action;
    - 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
    - 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
  - (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any

technical changes, and the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule;
2. The recommended change or changes coded by underlining new text and striking through deleted text;
3. A written statement of its intended action; and
4. Its assessment of factors specified in Section 16(c) of this Rule.

(iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:

1. A written statement of its intended action; and
2. Its assessment of factors specified in subsection 16(c) of this Rule.

(e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

(17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

**Law Implemented:** §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2)(b), 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0 Competitive Purchase.**

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

- (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods,

hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.

- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

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

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices

to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory

agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

### Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
  
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in

the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
  - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be eight (8) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall

include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.

**Rule 3.3 Purchase of Insurance.**

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

dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

**Law Implemented:** § 112.08, Fla. Stat.

**Rule 3.4 Pre-qualification**

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

in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best

interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
  - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

- (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term “**contract crime**” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

(i) Impacts on project schedule, cost, or quality of work;

(ii) Unsafe conditions allowed to exist;

- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

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

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

**Rule 3.5 Construction Contracts, Not Design-Build.**

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

shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative

is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

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

- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
  - (l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
  - (6) Exceptions. This Rule is inapplicable when:

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

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

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

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding

subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
  - (5) Exceptions. This Rule is inapplicable when:
    - (a) The project is undertaken as repair or maintenance of an existing public facility;
    - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
    - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
    - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

**Rule 3.7      Payment and Performance Bonds.**

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

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

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

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

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

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

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

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

whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods,

supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

**Rule 3.9 Maintenance Services.**

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

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is

determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

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

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

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

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

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

(1) Filing.

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

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
  - (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
  - (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
  - (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
    - (a) Administer oaths and affirmations;

- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

**Law Implemented:** §§ 120.69(2)(a), 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE  
VERANO #3 COMMUNITY DEVELOPMENT DISTRICT**

NOTICE IS HEREBY GIVEN that the qualifying period for candidates for the office of Supervisor of the Verano #3 Community Development District ("District") will commence at **noon on June 8, 2026, and close at noon on June 12, 2026**. As provided in Section 99.061(8), Florida Statutes, qualifying papers may be submitted beginning **May 25, 2026**, to be processed and filed during the qualifying period. Candidates must qualify for the office of Supervisors of the District with the St. Lucie County Supervisor of Elections, at one of the following locations (the Supervisor of Elections recommends that qualifying papers filed during the **June 8-12** qualifying period be submitted to the Fort Pierce office):

St. Lucie West South County Annex 250 NE Country Club Drive Port St. Lucie, Florida 34986-2408 Telephone: (772) 462-1500	Dorothy J. Conrad County Admin. Annex 1664 S.E. Walton Road Port St. Lucie, Florida 34952 Telephone: (772) 462-1500
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Renaissance Business Park 4132 Okeechobee Road Fort Pierce, Florida 34947 Telephone: (772) 462-1500	Tradition Tax Collector's Office 10264 SW Village Parkway Port St. Lucie, Florida 34987 (772) 462-1500
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All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who also is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The District has **two** seats up for election, specifically **Seat # 1 and Seat #5**. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on **November 3, 2026**, in the manner prescribed by law for general elections.

For additional information, please contact the St. Lucie County Supervisor of Elections.

DISTRICT  
Andressa Hinz Philippi, District Manager  
VERANO #3 COMMUNITY DEVELOPMENT DISTRICT

Prepared by and return to:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

## SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT

**THIS SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT (“Agreement”)** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (“**Effective Date**”), by and among the **VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT (“Center District”)**, the **VERANO #1 COMMUNITY DEVELOPMENT DISTRICT (“District #1”)**, the **VERANO #2 COMMUNITY DEVELOPMENT DISTRICT (“District #2”)**, the **VERANO #3 COMMUNITY DEVELOPMENT DISTRICT (“District #3”)**, the **VERANO #4 COMMUNITY DEVELOPMENT DISTRICT (“District #4”)**, and the **VERANO #5 COMMUNITY DEVELOPMENT DISTRICT (“District #5”)**, each a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Lucie County, Florida. Center District, District #1, District #2, District #3, District #4, and District #5 may be each be referred to as a “**District**” or collectively as the “**Districts.**”

### WITNESSETH:

**WHEREAS**, each of the Districts was established pursuant Chapter 190, *Florida Statutes* for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure benefitting the lands within its respective boundaries, including infrastructure to provide stormwater management and other master improvements that benefit the Districts; and

**WHEREAS**, the lands within the boundaries of the Districts are contiguous or in close proximity to each other and are being developed as the project known as “**Verano;**” and

**WHEREAS**, the Districts previously entered into that certain *Amended and Restated District Interlocal Agreement* dated April 9, 2015 (as amended from time to time, “**Verano Interlocal**”), which authorizes District #5 to, among other things, administer the operation and maintenance of various capital improvements on behalf of the Districts and with respect to Verano; and

**WHEREAS**, the Districts and the City of Port St. Lucie are parties to that certain *Second Amended and Restated Interlocal Agreement to Provide Maintenance of the Stormwater Management System for the Verano Community Development Districts* dated May 22, 2023, and recorded in Official Records Book 4999, Pages 2064 et seq. of the Public Records of St. Lucie County, Florida (“**City Agreement**”), as may be amended from time to time, which City Agreement remains in full force and effect; and

**WHEREAS**, pursuant to the Verano Interlocal, and the City Agreement, the Districts delegated to District #5, among other things, the power and authority to act on behalf of the Districts to maintain the stormwater management system for Verano (“**Stormwater System**”); and

**WHEREAS**, the City Agreement further authorizes District #5 to receive on behalf of all of the Districts the City’s stormwater rebates (“**Stormwater Rebates**”) for use in taking care of the Stormwater System; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and

pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, as the development of Verano has progressed, the Districts now desire to revise the Verano Interlocal in order to clarify the terms of the Verano Interlocal and further to allow each District to manage its individual neighborhood improvements, but to authorize District #5 to continue to operate and maintain all “master” improvements such as the Stormwater System, as well as certain “**Additional Master Improvements**” (together with the Stormwater System, “**Master Improvements**”), as described more fully in **Exhibit A**;

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. PURPOSE; LIMITED SCOPE. This Agreement is entered into for the limited purpose of coordinating the ownership, operation, maintenance, repair, replacement, and administration of the Master Improvements. This Agreement supersedes and replaces in the entirety Verano Interlocal. This Agreement is not intended to, and does not, amend the City Agreement.

SECTION 3. LIMITED DESIGNATION OF DISTRICT #5 AS ADMINISTRATIVE DISTRICT. The Districts designate District #5 as the “**Administrative District**” for purposes of administration and coordination of the Master Improvements under this Agreement. The Districts expressly delegate to the Administrative District all authority and responsibility to execute, on behalf of any individual or all Districts, documents reasonable and necessary to effectuate the satisfaction or release of certain liens, assessments, contracts, license agreements, permits, insurance claims, or other encumbrances held, imposed, recorded, or entered into by any or all of the Districts upon or with respect to real property or the Verano development prior to the Effective Date and otherwise necessary to fulfill the terms of prior versions of the Interlocal Agreement among the Districts, as amended and restated by this Agreement. The Administrative District may execute any such document without requiring the joinder, consent, or signature of any other District, and each District hereby appoints the Administrative District as its attorney-in-fact for such limited purposes. The Administrative District shall provide written notice to the affected District(s) before executing any such document on its behalf. Any costs, liabilities, or expenses arising from the wind-down or resolution of such pre-existing matters shall be allocated among the Districts as Proportionate Shares unless otherwise agreed in writing. The authority granted under this Section shall survive the termination or expiration of this Agreement until all such pre-existing matters have been fully resolved.

SECTION 4. STORMWATER SYSTEM. Consistent with the terms of the City Agreement, District #5, as the Administrative District, shall have the following authority, responsibilities, rights, and obligations:

- a. Serve as the point of contact among the Districts for all matters relating to the Stormwater System, including but not limited to maintenance, operation, repair and replacement of the Stormwater System; and
- b. Coordinate with the City of Port St. Lucie (the “**City**”) regarding the City Agreement; and
- c. Receive Stormwater Rebates or similar payments under the City Agreement and administer distribution as provided in this Agreement; and

- d. Request and receive from each District reasonable documentation evidencing maintenance activities and compliance with stormwater-related permit requirements; and
- e. Provide notices and administer the self-help process set forth in this Agreement; and
- f. Otherwise carry out the purpose and intent of this Agreement and the City Agreement; and
- g. Maintaining swales, conveyance channels, and waterways to ensure proper functioning of the stormwater management system in accordance with the design criteria set forth within all South Florida Water Management District surface water management permits applicable to the Stormwater System ("**Permits**"); and
- h. Maintaining berms and drainage divides to assure structural integrity; and
- i. Operating and maintaining stormwater control structures in accordance with the Permits, including managing allowable discharges from, and the storage of stormwater within, the Stormwater System; and
- j. Analyzing and reporting water quality sampling as required by the Permits; and
- k. Managing wetlands and preserve areas for water quality enhancement purposes in accordance with the Permits; and
- l. Complying with all water quality standards imposed by all applicable governmental bodies, agencies, and special districts having authority within the boundaries of the Districts; and
- m. Providing for the storage and conveyance of stormwater through the Stormwater System in accordance with the Permits; and
- n. Maintaining the Designated Crosstown Stormwater Components located within the pathway generally depicted in the attached Exhibit A to the City Agreement, including those drainage pipes and related structures and facilities (A) lying within easements dedicated or to be dedicated to District #5 north of the Crosstown Parkway right-of-way, and (B) those facilities lying within the drainage easement as described in the sketch and legal description provided in Exhibit B to the City Agreement upon a portion of the Crosstown Parkway right-of-way, but not including maintenance of any other portion of the Crosstown Parkway drainage system; and
- o. Otherwise taking all actions reasonably necessary to maintain, operate, repair and replace the Stormwater System consistent with the Permits, the City Agreement, and all applicable laws and approvals.

SECTION 5. ADDITIONAL MASTER IMPROVEMENTS. The Administrative District, shall have the following authority and responsibilities with respect to the Additional Master Improvements:

- a. Serve as the point of contact among the Districts for all matters relating to the Additional Master Improvements, including but not limited to maintenance, operation, repair, replacement, and administrative matters; and

- b. Operate, maintain, repair and replace the Additional Master Improvements, consistent with the terms of this Agreement; and
- c. Comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and approvals applicable to the Additional Master Improvements; and
- d. Invoice and collect from each District its proportionate share of costs related to the Additional Master Improvements in accordance with this Agreement; and
- e. Request and receive from each District reasonable documentation evidencing maintenance activities and compliance with applicable permit requirements related to the Additional Master Improvements; and
- f. Perform all administrative functions related to the foregoing, including but not limited to procurement of contractors and service providers, oversight of work, and recordkeeping;
- g. Provide notices and administer the self-help process set forth in this Agreement with respect to the Additional Master Improvements; and
- h. Otherwise carry out the purpose and intent of this Agreement with respect to the Additional Master Improvements.

SECTION 6. MAINTENANCE STANDARDS. All maintenance performed under this Agreement, whether by District #5 or by any other District electing to maintain its In-District Stormwater Facilities as authorized herein, shall be performed in accordance with (a) applicable industry standards, (b) all applicable federal, state, and local laws, rules, regulations, and ordinances, (c) all conditions and requirements set forth in the Permits and any other governmental permits, approvals, and authorizations, and (d) with respect to the Stormwater System, the terms and conditions of the City Agreement. Without limiting the foregoing: (i) the Stormwater System shall be maintained to preserve its designed hydraulic capacity and water quality function, including regular clearing of swales and channels, semi-annual removal of debris from control structures, annual inspection of all structures and appurtenances, and all permit-required sampling and reporting; (ii) the Additional Master Improvements shall be maintained in a neat, safe, and attractive condition, including regular mowing, pruning, replacement of dead or diseased plant material, and upkeep of irrigation; (iii) the Administrative District shall conduct annual inspections of the Master Improvements and retain written maintenance records for at least five (5) years, or for such other period as may be required by law, available to any District upon request; and (iv) upon identification of any material deficiency, the responsible District shall initiate corrective action within a reasonable period of time, or immediately in the case of emergency, and shall diligently pursue completion.

SECTION 7. FUNDING; STORMWATER REBATES; MAJOR CAPITAL EXPENDITURES. The Administrative District shall have the authority to invoice and collect from each District its proportionate share of the costs incurred by the Administrative District in performing its duties with respect to the Master Improvements under this Agreement, including but not limited to operation, maintenance, repair, replacement, and administrative costs. Such amounts shall be allocated to each of the Districts using an equivalent assessment unit methodology based on platted and developed lots, and as authorized under Chapter 190, *Florida Statutes*, and other applicable Florida law during the Districts' normal budget cycle.

**Budget Process** - No later than ninety (90) days before the commencement of each fiscal year, the Administrative District shall distribute to all Districts a proposed budget for the costs to be allocated under this Agreement. Each District shall have thirty (30) days following receipt to provide written comments on the

proposed budget. The Administrative District shall consider such comments in good faith but shall retain final authority to adopt a budget that it reasonably determines is necessary to maintain the Master Improvements in compliance with applicable law, the City Agreement, and all applicable permits. The Administrative District shall provide each District with an itemized invoice or assessment statement detailing the costs being allocated and the calculation of each District's proportionate share of the Master Improvements (individually, a "**Proportionate Share**", or collectively, "**Proportionate Shares**"). Each District shall pay its Proportionate Shares within thirty (30) days of receipt of an invoice or assessment from the Administrative District. Failure to pay within such period shall result in interest accruing at the rate of twelve percent per annum or the maximum rate permitted by Florida law, whichever is less.

**Large Capital Repairs** - For any single capital repair, replacement, or improvement to the Master Improvements with an estimated cost exceeding applicable bid thresholds set forth in Section 190.033, *Florida Statutes*, and not otherwise included in the budget process described above, the Administrative District shall provide all Districts at least forty-five (45) days' advance written notice, including a description of the proposed work, estimated cost, and proposed cost allocation. Each District shall have thirty (30) days to provide written input, which the Administrative District shall consider in good faith. The Administrative District retains final authority to proceed with work it reasonably determines is necessary to maintain regulatory compliance, satisfy applicable permit requirements, or prevent imminent harm. Routine maintenance and emergency repairs are not subject to this requirement.

**Stormwater Rebates** - Pursuant to the City Agreement, District #5 will continue to receive the Stormwater Rebates for the Stormwater System from the City and on behalf of the Districts, and shall use the Stormwater Rebates for the maintenance, operation, repair and replacement of the Stormwater System. Notwithstanding the foregoing, if any District elects pursuant to this Agreement to self-perform the operation, maintenance, repair, and replacement of its In-District Stormwater Facilities, District #5 shall remit to such District that District's actual costs of maintenance of the In-District Stormwater Facilities not to exceed its Proportionate Share of the Stormwater System following notification of the self-performing District's election to self-perform maintenance of the In-District Stormwater Facilities and District #5's receipt of the Stormwater Rebates from the City (the "**System Rebate**"). District #5 shall remit such System Rebate within thirty (30) days of receipt of the Stormwater Rebates from the City or notice of the self-performing District's election, whichever is later, accompanied by documentation showing the calculation of the System Rebate.

**SECTION 8. ACCESS RIGHTS; PERMITS AND APPROVALS; TRANSFER OF MASTER IMPROVEMENTS.**  
Each District hereby grants to District #5, as Administrative District, a non-exclusive right of entry and access across its boundaries as reasonably necessary for District #5 to perform its maintenance, repair, replacement, and administrative obligations under this Agreement. District #5 shall provide reasonable advance notice before accessing a District's boundaries, except in cases of emergency. District #5, as the Administrative District, shall obtain and maintain in good standing all governmental permits, approvals, and authorizations applicable to the Master Improvements (collectively, "**Master Improvement Permits**"). Each District shall promptly notify District #5 of any permit violation, regulatory inquiry, or threatened permit revocation affecting the Master Improvements of which it becomes aware. Each District shall cooperate fully with District #5 in connection with the Master Improvement Permits, including (a) executing any documents reasonably requested by District #5 or applicable regulatory authorities, (b) providing access to its boundaries and In-District Stormwater Facilities as reasonably necessary for District #5 to fulfill its permitting obligations, (c) refraining from any action that would cause or contribute to a violation of any Master Improvement Permit, and (d) taking all actions within its authority reasonably necessary to support District #5's ability to obtain, renew, modify, or comply with any Master Improvement Permit. To the extent District #5 is required to act as agent or responsible party under any permit applicable to a District's In-District Stormwater Facilities in order to perform its obligations hereunder, each

District hereby authorizes District #5 to so act and shall cooperate fully with District #5 in connection therewith. Additionally, each district shall, upon request of the Administrative District, promptly execute and deliver any deeds, assignments, bills of sale, easements, or other instruments reasonably necessary to convey, assign, or confirm ownership in, and/or authorize the operation, maintenance, repair and/or replacement of the Master Improvements by, the Administrative District, and shall cooperate in obtaining any third-party consents or governmental approvals required in connection therewith.

**SECTION 9. DISTRICT ELECTION FOR MAINTENANCE OF IN-DISTRICT STORMWATER SYSTEM.** Notwithstanding Section 4, each District shall have the right in its sole discretion to elect, at its cost and expense, to provide for the operation, maintenance, repair, and replacement of that portion of the Stormwater System that is located within its respective boundaries (the "**In-District Stormwater Facilities**"), including associated appurtenances, easements, control structures, and related improvements, except as otherwise expressly provided in this Agreement. To the extent any component of the Stormwater System serves more than one District or is physically interconnected such that maintenance activities may affect flows or performance beyond a single District's boundaries, the District performing work within its boundaries shall coordinate scheduling and methods with the affected Districts to minimize adverse impacts and maintain regulatory compliance. In the event any District elects to maintain its In-District Stormwater Facilities but fails to do so (a "**Non-Compliant District**") in accordance with this Agreement, the Administrative District shall have the right and obligation to conduct maintenance activities and be reimbursed for the actual and reasonable expenses incurred by the Administrative District from the Non-Compliant District. The Administrative District shall provide written notice to the Non-Compliant District at least thirty (30) days prior to commencing self-help maintenance, except in cases of emergency where immediate action is necessary to prevent imminent harm to persons or property or to maintain regulatory compliance. The Non-Compliant District shall reimburse the Administrative District within thirty (30) days of receipt of an itemized invoice with supporting documentation. If the Non-Compliant District disputes the charges, it shall notify the Administrative District in writing within fifteen (15) days of receipt of the invoice, and the parties shall meet and confer in good faith to resolve the dispute within thirty (30) days. All notices required under this Section 9 shall be provided in accordance with the procedures set forth in the Notice section of this Agreement. Any District electing to self-perform maintenance of its In-District Stormwater Facilities pursuant to this Section 9 shall provide written notice of such election to the Administrative District no later than ninety (90) days prior to the commencement of the fiscal year in which the election is to take effect. Such election shall become effective at the start of the next fiscal year following the required notice period. Mid-year elections shall not be permitted except upon the prior written consent of the Administrative District, which consent shall not be unreasonably withheld.

**SECTION 10. DISPUTE RESOLUTION.** This Section governs the resolution of all disputes arising under or relating to this Agreement, including disputes regarding cost allocation, invoicing, assessments, and the performance of obligations hereunder. The Administrative District retains final authority over all operational and maintenance decisions relating to the Master Improvements, provided such decisions are made in good faith and in accordance with this Agreement. This dispute process applies solely to cost allocation and invoicing disputes and shall not be construed to give any District the right to direct, delay, or interfere with maintenance operations, or to withhold payment of undisputed amounts.

A disputing District shall deliver written notice to the Administrative District within fifteen (15) days of receipt of the invoice or assessment giving rise to the dispute, describing the basis for the dispute in reasonable detail. Each District shall pay the undisputed portion of any invoice or assessment pending resolution; failure to do so shall not be excused by the pendency of a dispute. **Step 1 - Meet and Confer.** Within thirty (30) days of the dispute notice, the District Managers of the disputing District and the Administrative District shall meet and confer in good faith to attempt resolution. **Step 2 - Board Escalation.** If unresolved at the District Manager level, either

party may escalate the dispute to the respective Boards of Supervisors, who shall meet within thirty (30) days to attempt resolution in good faith. **Step 3 - Expert Determination.** If the dispute remains unresolved following Board escalation, either party may submit the dispute to a mutually agreed independent expert with relevant experience in community development district finance or stormwater engineering, as appropriate to the nature of the dispute (the "**Expert**").

If the parties cannot agree on an Expert within fifteen (15) days of a written request for expert determination, either party may request appointment of an Expert by the American Arbitration Association. The Expert shall render a written determination within forty-five (45) days of appointment. Such determination shall be final and binding on all parties and may be enforced as a judgment in any court of competent jurisdiction. Costs of the Expert shall be shared equally by the disputing parties, except that if the Expert's determination is substantially in favor of one party, the Expert may assess costs against the non-prevailing party. Expert determination shall be the exclusive remedy for cost allocation and invoicing disputes under this Agreement, and no District may initiate formal legal proceedings with respect to such disputes except to enforce an Expert determination.

SECTION 11. TERM; TERMINATION. This Agreement shall be effective as of the Effective Date and shall continue through September 30 of the fifth (5th) full fiscal year following the Effective Date (the "**Initial Term**"), aligned with the Community Development District fiscal year ending September 30. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each October 1 through September 30), unless any District provides written notice of non-renewal to all other Districts no later than September 30 of the fiscal year immediately preceding the Renewal Term (i.e., at least one (1) full fiscal year's advance written notice). No individual District may unilaterally withdraw from or terminate this Agreement except as provided in this Section. Upon notice of non-renewal or agreement to terminate (the "**Termination Date**"), the following shall apply:

- (a) **Transition Period.** The Administrative District shall continue performing all Administrative District obligations for at least twelve (12) months following the Termination Date, at the Districts' Proportionate Shares, unless all Districts agree in writing to a shorter period and applicable regulatory authorities confirm no lapse in permit coverage will result.
- (b) **Successor Administrator.** No later than six (6) months prior to the Termination Date, the Districts shall designate a successor administrative entity or reallocate Administrative District responsibilities ("**Successor Administrator**"). Termination shall not become effective until a Successor Administrator has assumed all obligations of District #5 under the City Agreement and all Master Improvement Permits. If no Successor Administrator is designated, District #5 shall continue to serve and this Agreement shall remain in effect.
- (c) **City Agreement; Permits.** The City Agreement is not terminated by the termination of this Agreement, and no termination shall relieve any District of its obligations thereunder. Prior to the Termination Date, the Districts shall cooperate to transfer or novate District #5's obligations under the City Agreement to the Successor Administrator and to obtain all regulatory consents necessary to transfer the Master Improvement Permits without lapse. District #5 shall have no obligation to transfer operational responsibility for any Master Improvement until all required permit transfers are complete. Costs of permit transfers shall be allocated as Proportionate Shares.
- (d) **Wind-Down and Records Transfer.** Within thirty (30) days of the Termination Date, the Administrative District shall provide an inventory of all active vendor contracts related to the Master

Improvements. The Districts shall cooperate to assign, novate, or wind down such contracts no later than the conclusion of the Transition Period, with early termination costs allocated as Proportionate Shares; any dispute regarding such cost allocation shall be resolved in accordance with Section 10. All accrued payment obligations, indemnification obligations, records retention obligations, and permit cooperation obligations shall survive termination. Upon conclusion of the Transition Period, the Administrative District shall deliver to the Successor Administrator all records relating to the Master Improvements in its possession or control.

SECTION 12. RECORDING. Promptly following execution of this Agreement by all parties, District #5, as the Administrative District, shall cause this Agreement to be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, in accordance with Section 163.01(11), Florida Statutes. The Administrative District shall bear the initial cost of recording, which cost shall be included as an administrative cost subject to allocation among the Districts in accordance with the Funding section of this Agreement. Each party shall cooperate and execute any additional instruments reasonably necessary to effectuate recording.

SECTION 13. INDEMNIFICATION. To the extent permitted by law, but without waiving its limitations on liability set forth in Section 768.28, *Florida Statutes*, each District shall indemnify, defend, save, and hold harmless the other Districts, and their elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney’s fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the indemnifying District, its elected officers, agents, servants, representatives, or employees, in the performance of this Agreement. Each District shall provide written notice to the other Districts of any claim subject to indemnification within ten (10) business days of receiving notice of such claim.

SECTION 14. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any 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 law. 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.

SECTION 15. GOVERNING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Lucie County, Florida.

SECTION 16. NOTICE. All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be deemed given when (a) hand delivered, (b) three (3) business days after being mailed by First Class Mail, postage prepaid, or (c) one (1) business day after being sent by overnight delivery service with confirmation of delivery, to each District, as follows:

To a District:	Verano 1 CDD c/o Governmental Management Services 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
	Verano 2 CDD c/o Governmental Management Services 5385 N. Nob Hill Road

	Sunrise, Florida 33351 Attn: District Manager
	Verano 3 CDD c/o Governmental Management Services 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
	Verano 4 CDD c/o Governmental Management Services 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
	Verano 5 CDD c/o Governmental Management Services 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
	Verano Center CDD c/o Governmental Management Services 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
With a copy to (for each District):	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

SECTION 17. SEVERABILITY. If any word, phrase, sentence, part, section, subsection, or other provision of this Agreement, or its application to any person, entity, or circumstances is specifically held to be unconstitutional, invalid, or unenforceable for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, section, subsection, or other or the proscribed application thereof, shall be severable, and the remainder of this Agreement and the application of the provisions hereof to the other persons, entities, or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

SECTION 18. ENTIRE AGREEMENT, AMENDMENTS. This Agreement constitutes the entire agreement of the Districts with respect to the subject matter hereof. The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in written instrument executed and acknowledged by duly authorized representatives of each District.

SECTION 19. ASSIGNMENT. This Agreement may not be assigned, transferred, or conveyed by any District without prior written consent from all other Districts, except that any District may allow or require other entities to contribute to the cost of its obligations hereunder.

SECTION 20. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall

together constitute one and the same instrument. This Agreement may be executed by PDF or by using an e-signature or digital transaction management platform such as DocuSign® with the same force and effect as original signatures.

*[Signature pages to follow]*

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**WITNESS #1**

**VERANO CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**WITNESS #2**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as Chair/Vice Chair of the Verano Center Community Development District, who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Signature of Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

**WITNESS #1**

**VERANO #1 COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**WITNESS #2**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as Chair/Vice Chair of the Verano #1 Community Development District, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

(NOTARY SEAL)

**WITNESS #1**

**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**WITNESS #2**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as Chair/Vice Chair of the Verano #2 Community Development District, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

(NOTARY SEAL)

**WITNESS #1**

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**WITNESS #2**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as Chair/Vice Chair of the Verano #1 Community Development District, who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Signature of Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

**WITNESS #1**

**VERANO #4 COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**WITNESS #2**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as Chair/Vice Chair of the Verano #1 Community Development District, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

(NOTARY SEAL)

**WITNESS #1**

**VERANO #5 COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**WITNESS #2**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as Chair/Vice Chair of the Verano #1 Community Development District, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

(NOTARY SEAL)

EXHIBIT A  
[TO COME]

Master Stormwater System

Shared Spine Road

DRAFT

**KOLTER LAND LLC CONTRACT**

THIS AGREEMENT (“Agreement”) made as of the 31st day of October, 2025 between DK Central Park LLC (“Kolter”) and Advanced Recreational Concepts LLC (“Subcontractor”) for the following Central Park (“Project”). Kolter and Subcontractor agree as follows:

**ARTICLE 1 – THE CONTRACT DOCUMENTS**

The Subcontractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

1. This Agreement;
2. Exhibit A: Plans and Specifications;
3. Written Order for Changes in the Work per this Agreement and fully signed by Kolter (Change Orders);and
4. All other documents identified in writing by Kolter and Subcontractor as follows:  
(if blank, then no additional documents).

**ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Subcontractor to substantially complete the Work. Time is of the essence for this Agreement and all Contract Documents.

§ 2.2 Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
*(Insert the date of commencement if other than the date of this Agreement)*

§ 2.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Subcontractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work on or before 1/30/2026.

**ARTICLE 3 – CONTRACT SUM**

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

\$16,557.68

**ARTICLE 4 – PAYMENTS**

Based on Subcontractor’s Application for Payment, Kolter shall pay the Subcontractor, in accordance with Article 12.

**ARTICLE 5 – INSURANCE**

§ 5.1 The Subcontractor shall maintain the following types and limits of insurance until the expiration of the statute of limitations/repose period for the Work, subject to the terms and conditions set forth in this Section 5.1. Subcontractor must furnish Kolter with Certificates of Insurance reflecting coverage as described below before starting any Work, giving evidence that Subcontractor is carrying all of the following insurance:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence basis, with policy limits of not less than (\$ a) each occurrence, (\$ b) general aggregate, and (\$ c) aggregate for products-completed operations hazard.

- |                 |                 |                 |
|-----------------|-----------------|-----------------|
| (a) \$1,000,000 | (b) \$2,000,000 | (c) \$2,000,000 |
|-----------------|-----------------|-----------------|

Such policy shall include:

- (a) Subcontractor's Premises and Operations.
- (b) Subcontractor's Products and Completed Operations
- (c) Vandalism and malicious mischief to include materials stored on site but not incorporated into the Work
- (d) Contractual liability insuring the obligations assumed by Subcontractor in this Agreement.

- (e) explosion, collapse and underground hazards; and
- (f) personal injury liability

Except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Subcontractor’s work under this Agreement.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Subcontractor, with policy limits of not less than (\$ d) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

\$1,000,000

§ 5.1.3 The Subcontractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Professional Liability coverage of \$1,000,000, if Subcontractor is providing professional services.

§ 5.1.6 Other Insurance Provided by the Subcontractor

*(List below any other insurance coverage to be provided by the Subcontractor and any applicable limits.)*

Coverage

Limits

§ 5.2 Subcontractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Subcontractor’s obligations under Section 8.12.

§ 5.3 Prior to commencement of the Work, Subcontractor will submit certificates indicating the types and amounts of insurance coverage at least 7 days before the Subcontractor is to commence work, if such certificates are not available upon execution of this Agreement. No certificate shall be acceptable to Kolter unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within 30 days prior written notice to Kolter. A certificate reciting that the carrier or agent will endeavor to notify Kolter is unacceptable. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in Florida and shall have a Best's rating of at least A or better.

§ 5.4 Unless specifically precluded by Kolter’s insurance policy, Kolter and Subcontractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the DP (defined below), DP’s consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.5 Additional Insured Endorsement: the insurance required by Subcontractor pursuant to this Agreement shall include a provision and/or endorsement naming Kolter, the Project owner(s), and their respective direct and indirect owners, parent companies, affiliates, subsidiaries, officers, members, managers, partners, directors, agents and employees (collectively, “Kolter Insureds”) as additional insureds with respect to liabilities arising out of Subcontractor’s performance of the work under this Agreement and shall be primary and noncontributory. This

Additional Insured requirement is a material term of this Subcontract and a condition precedent to Subcontractor performing any Work for the Project. Subcontractor's failure to have Kolter added as an Additional Insured on Subcontractor's insurance policies affording Kolter the same coverage and defense obligations as provided to Subcontractor under such insurance shall be immediate cause for termination of Subcontractor by Kolter. In case of any conflict or inconsistency between any insurance coverage terms, provisions or requirements contained in this Agreement and any insurance coverage terms, provisions and/or requirements in any Additional Insured Endorsement, the terms, provisions and/or requirements of this Agreement shall govern and control.

**§ 5.6** Subcontractor shall require the same insurance coverage required of Subcontractor from any subcontractors and/or sub-subcontractors performing any portion of Subcontractor's work. Notwithstanding anything to the contrary herein contained, Subcontractor waives all rights of subrogation, indemnity and contribution against Kolter Insureds.

**§ 5.7** In the event that Subcontractor is unable or unwilling to obtain the insurance coverages as required herein, then such event shall be immediate cause for termination of Subcontractor by Kolter.

## **ARTICLE 6 – GENERAL PROVISIONS**

### **§ 6.1 The Contract**

The Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only by a written modification in accordance with Article 10.

### **§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided by the Subcontractor to fulfill the Subcontractor's obligations.

### **§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Subcontractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### **§ 6.4 Ownership and Use of Drawings, Specifications, and Other Documents**

Documents prepared by the architects, engineers and/or other design professionals (collectively, "DP") are instruments of the DP's service and for use solely with respect to this Project. The DP shall retain all common law, statutory, and other reserved rights, including the copyrights. The Subcontractor, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other projects or for additions to this Project outside the scope of the Work without the specific written consent of the applicable DP.

### **§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email to their respective email address as set forth below.

Counsel for the parties are authorized to provide notices on behalf of their client. Notice shall be deemed to have been given upon sending the email to the appropriate address as set forth below.

## **ARTICLE 7 – KOLTER**

### **§ 7.1 Kolter's Right to Stop the Work**

Kolter shall have the sole and exclusive authority to reject work of the Subcontractor that does not, in Kolter's sole opinion and/or judgement, meet the requirements set forth in the Contract Documents. If the Subcontractor fails to correct Work which is not in accordance with the Contract Documents, Kolter may direct the Subcontractor in writing to stop the Work until the correction is made. Failure to begin correcting defective work within 48 hours' written notice to Subcontractor and/or failure to fully correct defective work in a prompt, professional, workmanlike manner shall subject Subcontractor to termination for cause by Kolter.

**§ 7.2 Kolter's Right to Carry Out the Work**

If the Subcontractor breaches or neglects to carry out the Work in accordance with the Contract Documents and fails to correct the Work after the notice provided pursuant to either §7.1 above or 13.3 below, Kolter may, without prejudice to other remedies, correct such deficiencies. In such case, Kolter may withhold or nullify an Application for Payment (see Article 12) in whole or in part, to the extent it deems necessary to reimburse Kolter for damages and/or expenses, including the cost of correction of such Work in accordance with section 13.3 below.

**§ 7.3 Kolter's Right to Perform Construction and to Award Separate Contracts**

§ 7.3.1 Kolter reserves the right to perform construction or operations related to the Project with Kolter's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.3.2 The Subcontractor shall coordinate and cooperate with Kolter's own forces and separate subcontractors employed by Kolter.

**§ 7.4 Kolter's Right to Remedies**

All provisions of this Agreement shall be cumulative and are not to be construed to limit any other rights or remedies of Kolter at law or in equity including, without limitation, the right to recover additional costs or damages incurred as a result of Subcontractor's breach. Kolter shall be entitled to deduct (which may be effectuated by offsets, back charges and/or otherwise) from monies owed or to be owed to Subcontractor for any costs, damages, expenses and/or liabilities resulting from Subcontractor's breach.

**ARTICLE 8 – SUBCONTRACTOR**

**§ 8.1 Review of Contract Documents and Field Conditions by Subcontractor**

§ 8.1.1 Execution of the Agreement by the Subcontractor is a representation that the Subcontractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Subcontractor shall carefully study and compare the Contract Documents with each other and with knowledge gathered by Subcontractor's own investigation pursuant to §8.1.1. Before commencing activities, the Subcontractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Subcontractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions directly to Kolter and the DP.

§8.1.3 Prior to starting work on any surface and/or areas of Subcontractor's Work, Subcontractor represents and warrants to Kolter that it has inspected said surface and/or area and that the surface and/or area is in a condition acceptable to receive Subcontractor's work. Starting Subcontractor's Work by Subcontractor on a surface and/or area constitutes acceptance of the surface and/or area in its then condition. Subcontractor hereby waives any and all claims associated with all surfaces and/or areas receiving Subcontractor's Work as not being acceptable to Subcontractor.

**§ 8.2 Subcontractor's Construction Schedule**

The Subcontractor, promptly after being awarded the Agreement, shall prepare and submit for Kolter's inspection a construction schedule for the Work. Subcontractor shall not start the Work without written approval by Kolter of the Subcontractor's construction schedule.

**§ 8.3 Supervision and Construction Procedures**

§ 8.3.1 The Subcontractor shall supervise and direct the Work using the Subcontractor's best skill and attention. The Subcontractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Subcontractor, as soon as practicable after award of the Agreement, shall furnish in writing to Kolter the names of subcontractors, sub-subcontractors and/or suppliers for each portion of the Work. The Subcontractor shall not contract or use any subcontractor, sub-subcontractor or supplier to whom Kolter has made a timely objection.

**§8.4 Labor and Materials**

§ 8.4.1 Subcontractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, and such obligation shall not be predicated upon receipt of payment from Kolter. Subcontractor represents and warrants that it has sufficient financial means to satisfy all of its obligations under this Agreement.

§ 8.4.2 The Subcontractor shall enforce strict discipline and good order among the Subcontractor’s employees and all other persons carrying out the Work. The Subcontractor agrees that it shall not permit unfit persons, or persons not skilled in tasks assigned to them, to enter the job site.

**§ 8.5 Warranty**

The Subcontractor warrants to Kolter that: (1) materials and equipment furnished under the Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects of any kind whatsoever and that all Work hereunder shall meet and/or exceed all applicable industry standards and Florida Building Codes in effect at the time of performing the Work; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of Kolter, or shall be transferable to Kolter, and shall commence in accordance with Section 12.5. It is a material term to this Agreement that all Work by Subcontractor be performed in accordance with the Contract Documents, all applicable industry standards and building codes applicable to Subcontractor’s Work and that acceptance by Kolter of any/all Work by Subcontractor shall not act as a waiver of this requirement, as such acceptance by Kolter is not a representation to the Subcontractor by Kolter that the Work was performed in accordance with the Contract Documents, industry standards and/or in compliance with Florida Building Codes. Kolter specifically relies upon Subcontractor to perform the Work in accordance with the Contract Documents, industry standards and all applicable Florida Building Codes.

**§ 8.6 Taxes**

The Subcontractor shall pay sales, consumer, use, and similar taxes that are legally required when the Agreement is executed.

**§ 8.7 Permits, Fees, and Notices**

§ 8.7.1 The Subcontractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Subcontractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Subcontractor performs Work knowing it to be contrary to and/or noncompliant with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders or public authorities, the Subcontractor shall assume full responsibility for such Work and shall bear the attributable costs. The Subcontractor shall promptly notify Kolter in writing of any known inconsistencies in the Contract Documents with applicable laws, statutes, ordinances, codes, rules, and/or regulations.

**§ 8.8 Submittals**

The Subcontractor shall promptly review, approve in writing, and submit to Kolter: shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents until approved by Kolter in writing.

**§ 8.9 Use of Site**

The Subcontractor shall confine operations at the site to performance of the Work and to areas permitted by law, ordinances, permits, the Contract Documents, and Kolter.

**§ 8.10 Cutting and Patching**

The Subcontractor shall be responsible for any cutting, fitting, and/or patching required to complete the Work and/or to make its parts fit together properly.

**§ 8.11 Cleaning Up**

The Subcontractor shall, at all times, keep the premises and surrounding areas free from debris and trash related to the Work. At the completion of the Work, the Subcontractor shall remove its tools, construction equipment, machinery, and surplus material, and shall properly dispose of waste materials.

**§8.12 Indemnification**

§8.12.1 Subcontractor hereby agrees to indemnify, defend and hold harmless Kolter, the Project owner(s), and their respective direct and indirect owners, parent companies, affiliates, subsidiaries, officers, members, managers, partners, directors, agents, assigns, invitees and employees (collectively, the “Kolter Indemnified Parties”) from and against any and all claims and demands of any nature whatsoever (including, consequential damage, loss of profits and damage to property of Kolter and/or Project owner(s)) for damages arising out of injury to, or death of, any persons whatsoever and/or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of Subcontractor, its agents, assigns, invitees, employees, sub-subcontractors, materialmen, suppliers, laborers and/or any other person directly or indirectly employed and/or acting by, through or under them, or any of them. Subcontractor shall defend all suits and/or claims brought against any one or more Kolter Indemnified Parties at its expense on account of any claim or loss REGARDLESS OF THE CAUSE OF SUCH ACTIONS AND REGARDLESS OF ANY NEGLIGENCE ON THE PART OF KOLTER (except gross negligence). Subcontractor shall reimburse Kolter for any expense, including reasonable attorney and paraprofessional fees at trial and appellate levels sustained by Kolter by reason of such claims made that in any way relate to Subcontractor’s Work, including, but not limited to all consultant costs. Without limiting the foregoing, Subcontractor shall defend all types of suits and/or claims brought against Kolter Indemnified Parties including, but not limited to, job accidents brought about by the alleged negligence or willful acts of Subcontractor’s sub-subcontractors, suppliers and/or laborers. The indemnification obligation of Subcontractor shall include any and all claims and demands whatsoever (including, but not limited to, consequential damage, loss of profits and damage to property of Kolter and/or Project owner(s)) alleged to arise out of Subcontractor’s Work and/or services. Subcontractor further agrees to indemnify, defend, and hold Kolter Indemnified Parties harmless from any claims of defective work performed by Subcontractor, it agents, assigns, invitees, employees, sub-subcontractors, materialmen, suppliers, laborers and/or any other person directly or indirectly employed and/or acting by, through or under them, or any of them, including any obligations Kolter and/or Project owner(s) may have to subsequent purchasers for any alleged defects in the Work, together with any consequential damages that may result therefrom.

§8.12.2 Subcontractor’s obligations hereunder shall not be limited by the provisions of any Workers’ Compensation or similar statute.

§8.12.3 Kolter reserves the right to defend any or all indemnified parties including Kolter’s surety and itself. Such election to defend by Kolter shall not in any way limit the Subcontractor’s responsibility to indemnify and hold harmless as provided herein. Kolter must consent to counsel chosen for defense.

§8.12.4 It is the intent of the parties to this Agreement that the foregoing Indemnification obligations of Subcontractor comply with Florida Statute §725.06 and that the monetary limitation on the extent of the indemnification provided herein shall not be less than \$1 million per occurrence and that the monetary limitation for the indemnification on the extent of the indemnification shall be equal to the aggregate limit of the commercial general liability insurance required per this Agreement and that said amount is agreed between the parties to bear a reasonable commercial relationship to this Agreement and this Section 8.12 of this Agreement is part of the project specifications and/or bid documents for this Agreement.

**§8.13 Guarantee**

**§8.13.1** The Subcontractor agrees to remedy promptly, at its expense and to the satisfaction of Kolter and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Subcontractor, its sub-subcontractors and/or its suppliers) which appear within three years following final approval and acceptance of the work by Kolter. If applicable, the guarantees and warranties of the Subcontractor shall further be extended until the greater of the expiration of the statute of limitations/repose period for the Work or as otherwise established by statute, rule or regulation.

**§8.13.2** In addition to the foregoing, and not by way of limitation thereof, the Subcontractor agrees to repair or replace, to the satisfaction of Kolter, and all governmental bodies and agencies having jurisdiction, any of his work and materials, any work and/or materials of others, which is damaged as a result of improper or defective work or materials furnished by Subcontractor, or those working under Subcontractor.

**ARTICLE 9 PROTECTION OF PERSONS AND/OR PROPERTY**

The Subcontractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Agreement. The Subcontractor shall take reasonable precautions to prevent damage, injury, or loss to all persons directly or indirectly employed and/or acting by, through or under them, any other persons who may be affected thereby and/or by the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Subcontractor shall promptly remedy damage and loss to property caused in whole or in part by the Subcontractor, or by anyone for whose acts the Subcontractor may be liable.

**ARTICLE 10 – CHANGES IN THE WORK**

§ 10.1 Kolter may at any time by written order, and without notice to the Subcontractor’s sureties, if any, make changes in, additions to, and/or omissions from the Work to be performed under this Agreement. The Subcontractor shall promptly proceed with the performance of the written change order. Changes not authorized in writing and not approved by Kolter **will not be considered.** This provision may not be waived. Should there be a waiver, it must be in writing and supported by consideration and approved by Kolter. Waiver of any item hereunder shall not be construed to require any subsequent waiver. To the extent that Kolter and Subcontractor cannot agree to a price term and/or additional time with respect to changed work hereunder, Subcontractor shall still be obligated to proceed with the changed work to maintain the project schedule and Kolter and Subcontractor shall work together to agree on price and time while (and after) Subcontractor proceeds with the changed work. Any additional work called for by such change order shall be part of the Work of this Agreement.

**§ 10.2** Kolter may authorize or order minor changes in the Work that are consistent with the scope of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on Kolter and Subcontractor. The Subcontractor shall proceed with such minor changes promptly.

**ARTICLE 11 – TIME**

**§ 11.1** Time limits stated in the Contract Documents are of the essence.

**§11.2** Subcontractor expressly agrees not to make, and hereby waives, any and all claims for damages, including those resulting from increased labor or material costs, on account of any delay, hinderance and/or obstruction for any cause whatsoever, whether foreseen or not foreseeable and whether or not anticipated, and agrees that the sole right and remedy therefore shall be an extension of time. This waiver is an essential term of the Agreement.

**ARTICLE 12 – PAYMENTS AND COMPLETION**

**§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments approved by Kolter in writing, is the total amount payable by Kolter to the Subcontractor for performance of the Work under the Contract Documents.

**§12.2 Applications for Payment**

§12.2.1 Subcontractor shall submit to Kolter an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application for Payment shall be supported by data substantiating the Subcontractor's right to payment as Kolter may reasonably require, such as evidence of payments made to, and waivers of liens from, sub-subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by Kolter in writing, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed in writing. Applications for Payment must be submitted by Subcontractor within 30 days of its completion of the Work, or applicable portion thereof. Applications for Payment received more than 90 days after completion of the Work, or applicable portion thereof, shall be null and void, Kolter shall not be liable for any amounts associated with the Work and/or portion thereof represented by such delinquent invoices, and Subcontractor hereby expressly waives its right to receive any payments in connection with any such delinquent invoices.

§12.2.2 The Subcontractor represents and warrants that title to all Work covered by an Application for Payment will pass to Kolter no later than the time of payment. The Subcontractor further represents and warrants that upon submittal of an Application for Payment, all Work performed on or before such date shall be free and clear of liens, claims, security interests and/or other encumbrances.

**§12.3 Payment**

§12.3.1 Kolter will, within thirty days after receipt of the Subcontractor's Application for Payment, either (1) issue payment to Subcontractor; or (2) issue payment to Subcontractor for such amounts Kolter determines is properly due and notify Subcontractor of the reasons for withholding payment in part; or (3) withhold payment in full and notify Subcontractor of the reasons for withholding payment in full.

§12.3.2 The Subcontractor shall promptly pay each sub-subcontractor and supplier, upon receipt of payment from Kolter, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§12.3.3 Kolter shall NOT have responsibility for payments to sub-subcontractors or suppliers.

§12.3.4 Payment by Kolter shall NOT constitute approval by Kolter that the Work has been performed by Subcontractor in compliance with industry standards, Florida Building Codes or the Contract Documents.

**§12.5 Substantial Completion**

§12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so Kolter can occupy and/or utilize the Work for its intended use.

§12.5.2 When the Subcontractor believes that the Work is substantially complete, Subcontractor will notify Kolter in writing and Kolter will inspect the Work to determine whether the Work is substantially complete. This inspection shall NOT constitute approval by Kolter that the Work has been performed by Subcontractor in compliance with industry standards, Florida Building Codes or the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.

**§12.6 Final Completion and Final Payment**

§12.6.1 Final payment shall not become due until the Subcontractor submits to Kolter data and documentation substantiating the payment or satisfaction of all obligations arising from or relating to the Work and/or Agreement as Kolter may reasonably require, such as evidence of payments made to, and releases and waivers of liens from, sub-subcontractors and suppliers.

§12.6.2 Acceptance of final payment by the Subcontractor shall constitute a waiver of all claims by the Subcontractor, and Subcontractor waives all claims and demands for any additional amounts for any reason whatsoever by acceptance of final payment.

**ARTICLE 13 CORRECTION OF WORK**

**§13.1** Kolter shall have the exclusive right to reject Work performed by Subcontractor that Kolter has determined does not meet the Contract Documents, industry standards and/or Florida Building Codes. The Subcontractor shall promptly correct Work rejected by Kolter as failing to conform to the requirements of the Contract Documents, industry standards and/or Florida Building Codes. The Subcontractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§13.2** In addition to the Subcontractor’s other obligations, including warranties under the Agreement, the Subcontractor shall, for a period of one year after Substantial Completion, correct Work not conforming to the requirements of the Contract Documents.

**§13.3** Should the Subcontractor:

- a. Fail to correct, replace and/or re-execute rejected Work and/or materials under this Agreement;
- b. Fail to complete or diligently proceed with the Work required under this Agreement within the Project schedule;
- c. Fail to correct and/or repair any damage to Work caused by Subcontractor or Subcontractor’s failure to protect the Work or the work of others;
- d. Fail to provide safe and sufficient facilities, orderly premises, and the cleanup of the Work as required under this Agreement;
- e. Not be able to proceed with the Work because of any action or omission taken by Subcontractor; or
- f. Fail or refuse to properly perform or abide by any other forms, covenants, conditions or provisions contained in the Contract Documents;

Then Kolter, upon forty-eight (48) hours’ notice to Subcontractor, shall have to right to declare Subcontractor in breach and, among all other available remedies, Kolter shall have the right to perform corrective action in accordance with Section 7.2 of this Agreement. In any case where Kolter is required to furnish any labor, materials, equipment or other items which Subcontractor is obligated to perform under this Agreement, Kolter shall be entitled to recover from Subcontractor, in addition to costs actually incurred, all costs for overhead and profit.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§14.1 Assignment of Contract**

Subcontractor shall not assign the Agreement without written consent of Kolter, which may be withheld in its sole and absolute discretion.

**§14.2 Tests and Inspections**

At the appropriate times, the Subcontractor shall arrange and bear the cost of all tests, inspections and/or approvals of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful order of public authorities.

**§14.3 Governing Law**

The Agreement shall be governed by the laws of the State of Florida.

**§14.4 Attorney Fees**

In any legal proceeding that in any way involves the Work under this Agreement and/or any legal proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including reasonable attorneys fees and costs of in-house and outside counsel, at all judicial levels, from the non-prevailing party, in addition to any other relief granted.

#### **§14.5 Entire Agreement**

This Agreement supersedes any and all other understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and this Agreement constitutes the sole and only agreement between the parties with respect to the subject matter hereof. In case of any conflict or inconsistency between any terms, provisions or requirements contained in this Agreement and any terms, provisions and/or requirements in any exhibit hereto, the terms, provisions and/or requirements of this Agreement shall govern and control over any exhibit. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding or of any force or effect. All prior negotiations are merged into this Agreement.

#### **§14.6 Headings**

The headings and sub-headings are to aid only in navigating the Agreement and shall not be used to interpret, expand, modify, explain or limit any of the provisions of this Agreement.

#### **§14.7 Objective Construction and Due Diligence**

This Agreement reflects the negotiated agreement of the parties, each given sufficient time to review and be represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Additionally, the Subcontractor represents that prior to submitting Subcontractor's proposal, that Subcontractor has carefully examined all of the Contract Documents; examined the site and all other conditions relevant to the Work; and made all investigations necessary and appropriate to obtain full understanding of the difficulties which might be encountered in performing the Work.

#### **§14.8 Severability**

Should any provision of this Agreement be held or declared to be void or illegal for any reason, all other provisions of this Agreement shall nevertheless remain in full force and effect.

#### **§14.9 Interpretation**

If the Subcontractor is an individual, all words in this Agreement referring to the Subcontractor shall be read as though written in the applicable gender.

#### **§14.10 Waiver**

The failure of either party to insist, in any one or more instances, upon the performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of such term as respects further performance.

#### **§14.11 Jurisdiction / Venue / Alternative Dispute Resolution**

§14.11.1 Subject to §14.11.2 below, each of the parties agrees that the exclusive venue to any judicial action (e.g., to enforce an arbitral award) that arises out of or that otherwise relates to this Agreement shall lie exclusively in the Circuit Court of Palm Beach County, Florida and/or the Federal District Court for the Southern District of Florida. Each of the parties irrevocably waives any objection that it may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

§14.11.2 Except as set forth below, all actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Kolter and Subcontractor arising out of or related to this Agreement, the Contract Documents, the Project and/or the Work shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce this §14.11.2 as written, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce this §14.11.2 as written. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege

recognized by law and will take reasonable steps to protect all confidential or proprietary information. The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration (as determined by the arbitrator) shall be entitled to recover as part of the final award all reasonable attorneys' fees and costs, including fees for expert witnesses, incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate. This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16). References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances. The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages and/or any other damages waived or prohibited under the terms of this Agreement.

Notwithstanding anything to the contrary in this Agreement or the Contract Documents, this arbitration provision shall not apply to any matter or Dispute arising out of or related to a lawsuit or Dispute against Kolter, the Project owner(s) and/or any other Kolter Insureds which relates to, arises from and/or is connected in any way to the Work. In such event, Kolter, the Project owner(s) and/or any other Kolter Insureds may, in their sole discretion, litigate their Disputes by way of cross claims, third-party claims, separate action or otherwise.

#### **§14.12 JURY WAIVER**

IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING THAT ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

### **ARTICLE 15 TERMINATION OF THE CONTRACT**

#### **§15.1 Termination by the Subcontractor**

If the Work is stopped for a period of 20 business days through no fault of the Subcontractor, the Subcontractor may, upon seven additional days' written notice to Kolter, terminate the Agreement and recover from Kolter payment for Work completed.

#### **§15.2 Termination by Kolter for Cause**

Kolter may terminate the Contract if the Subcontractor:

1. in Kolter's sole opinion and/or judgment, refuses or fails to supply enough properly skilled workers and/or proper materials to maintain the current Project schedule;
2. fails to make payments to sub-subcontractors, suppliers and/or laborers in accordance with their respective agreements and/or this Agreement;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- 4. otherwise breaches a provision of the Agreement and/or the Contract Documents.

Kolter shall notify Subcontractor in writing that Kolter is terminating the Agreement for cause and shall pay subcontractor for all Work completed to date of such notice, subject to any offsets, backcharges and/or supplementation charges attributable to Subcontractor, including, but not limited to, all delay costs, overhead and burden costs and all costs to complete the Work that exceed the remaining Agreement balance.

**§15.3 Termination by Kolter for Convenience**

Kolter may terminate this Agreement for its own convenience. Upon such termination, Kolter shall notify Subcontractor in writing that Kolter is exercising this right. Kolter shall be obligated, under such termination for convenience, to pay Subcontractor for all Work completed to date of such notice, subject to any offsets, backcharges and/or supplementation charges attributable to Subcontractor. A Termination for Cause, if wrongly done, shall be deemed a Termination for Convenience under this provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first above written.

DK Central Park

SUBCONTRACTOR, Advanced Recreational Concepts LLC

By: Jeremy Camp 11/24/2025 | 6:22 AM EST

By: Paul Bickham 11/17/2025 | 4:50 AM PST

Printed Name: Jeremy Camp

Name: Paul Bickham

Title: SVP Land Development

Title: Owner

**EXHIBIT "A"**



**Advanced Recreational Concepts, LLC**

3127 Skyway Circle # 101  
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

**Proposal**

Organization **Kolter Land**  
14025 Riveredge Dr. #175  
Tampa, FL 33673

Prepared For **Jon Seifel**  
Ship To **Central Park**  
12600 SW Roma Circle  
Port Saint Lucie, FL 34987

Date **9/24/2025**  
Quotation # **27370**  
Prepared By **Megan Vazquez**  
Payment Terms **50% w/ order/50% @ Completion**  
~~Prices Valid Until 10/23/2025~~

Project Name **Tot Lot**  
Customer Phone  
County **St. Lucie**

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 26609				0.00
	TWIRL & WHIRL	2		980.00	1,960.00T
	CLIMB AND DISCOVER CAVE (STANDARD HANDHOLDS); NATURAL BEIGE	1		5,530.00	5,530.00T
	Freight	1		1,600.00	1,600.00
	SA-05 - Frog Spring Animal W/Spring	3		1,043.00	3,129.00T
	Freight	1		885.00	885.00
	8" APS Playground border with Surfacing Guide and 1 spike	31		28.50	883.50T
	Freight - Borders	1		265.00	265.00
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,500.00	1,500.00

100% Financing Available – Flexible Terms  
Ask Your ARC Sales Representative For More Information

**Subtotal** \$15,752.50  
**Sales Tax (7.0%)** \$805.18  
**Total** \$16,557.68

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

~~Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.~~



**Advanced Recreational Concepts, LLC**

3127 Skyway Circle # 101  
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

**Proposal**

Organization **Kolter Land**  
14025 Riveredge Dr. #175  
Tampa, FL 33673

Prepared For **Jon Seifel**  
Ship To **Central Park**  
12600 SW Roma Circle  
Port Saint Lucie, FL 34987

Date **10/23/2025**  
Quotation # **27426**  
Prepared By **Megan Vazquez**  
Payment Terms **50% w/ order/50% @ Completion**  
Prices Valid Until **11/22/2025**  
Project Name **Amenities**  
Customer Phone  
County **St. Lucie**

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 26659				0.00
	2 LEG PORT BENCH 2 3/8" FRAME WITH BACK & REINFORCED REC PLASTIC PLANK 6' CEDAR	2		875.00	1,750.00T
	LITTER RECEP. 31 GAL. , VINYL PLASTIC COATED EXPANDED METAL SURF MT COLOR TBD (ABF/CLASS250	1		735.00	735.00T
	Freight	1		500.00	500.00

100% Financing Available – Flexible Terms  
Ask Your ARC Sales Representative For More Information

**Subtotal** \$2,985.00  
**Sales Tax (7.0%)** \$173.95  
**Total** \$3,158.95

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

**Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO GC: DK Central Park LLC PROJECT: Central Park  
 14025 Riveredge Dr. #175 Address: 12600 SW Roma Circle  
 Tampa, FL 33673 Port St Lucie, FL 34987

APPLICATION NO: 2

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: 3/20/2026

PROJECT NO: 4188

FROM SUBCONTRACTOR: VIA ARCHITECT:  
 Advanced Recreational Concepts, LLC  
 3127 Skyway Circle Suite #101  
 Melbourne FL 32934

CONTRACT DATE 10/31/2025

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

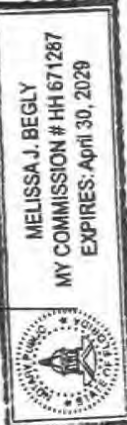
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	16,557.68
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	16,557.68
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	16,557.68
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	16,557.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	14,901.91
8. CURRENT PAYMENT DUE	\$	1,655.77
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

SUBCONTRACTOR:

By: Paul Bickham Date: 3/6/26

State of: Florida County of: Brevard  
 Subscribed and sworn to before me this Mar 6 day of 2026  
 Notary Public: Melissa J. Begly  
 My Commission expires: 4/30/29



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 3/6/2026

PERIOD TO: 3/20/2026

PROJECT NO: 4188

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	TWIRL & WHIRL	\$ 1,960.00	\$ -	\$ 1,960.00		\$ 1,960.00	100.00%		\$ -
2	CLIMB AND DISCOVER CAVE	\$ 5,530.00	\$ -	\$ 5,530.00		\$ 5,530.00	100%		\$ -
3	Freight	\$ 1,600.00	\$ -	\$ 1,600.00		\$ 1,600.00	100%		\$ -
4	SA-05 - Frog Spring Animal W/Spring	\$ 3,129.00	\$ -	\$ 3,129.00		\$ 3,129.00	100%		\$ -
5	Freight	\$ 885.00	\$ -	\$ 885.00		\$ 885.00	100%		\$ -
6	8" APS Playground border with Surfacing Guide and I	\$ 883.50	\$ -	\$ 883.50		\$ 883.50	100%		\$ -
7	Freight - Borders	\$ 265.00	\$ -	\$ 265.00		\$ 265.00	100%		\$ -
8	Florida Signed and Sealed Drawings (3 Sets)	\$ 1,500.00	\$ -	\$ 1,500.00		\$ 1,500.00	100%		\$ -
9	7% Tax	\$ 805.18	\$ -	\$ 805.18		\$ 805.18	100%		\$ -
10	CHANGE ORDERS (IF APPLICABLE):	\$ -	\$ -	\$ -		\$ -			\$ -
<b>PLEASE BREAKDOWN THE TOTAL SCHEDULED VALUE (INCLUDING CHANGE ORDERS)</b>									
Total Labor:		\$ -							
Total Materials:		\$ -							
Total Tax:		\$ -							
<b>Total Scheduled Value:</b>		<b>\$ 16,557.68</b>							
<b>GRAND TOTALS</b>		<b>\$ 16,557.68</b>	<b>\$ -</b>	<b>\$ 16,557.68</b>	<b>\$ -</b>	<b>\$ 16,557.68</b>	<b>100%</b>	<b>\$ -</b>	<b>\$ -</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO GC: Kolter Land LLC PROJECT: Central Park  
 14025 Riveredge Dr. #175 Address: 12600 SW Roma Circle  
 Tampa, FL 33673 Port St Lucie, FL 34987

FROM SUBCONTRACTOR: VIA ARCHITECT:  
 Advanced Recreational Concepts, LLC  
 3127 Skyway Circle Suite #101  
 Melbourne FL 32934

CONTRACT FOR:

APPLICATION NO: 1  
 PERIOD TO: 3/20/2026  
 PROJECT NO: 4188  
 CONTRACT DATE 10/31/2025

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	16,557.68
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	16,557.68
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	16,557.68
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	1,655.77
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,655.77
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	14,901.91
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	14,901.91
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,655.77

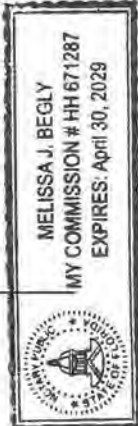
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: Paul Beckham Date: 3/6/26

State of: Florida County of: Brevard  
 Subscribed and sworn to before me this Mar 6 day of 2026  
 Notary Public: Melissa Begly  
 My Commission expires: 4/30/29



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1  
 APPLICATION DATE: 3/5/2026  
 PERIOD TO: 3/20/2026  
 PROJECT NO: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	TWIRL & WHIRL	\$ 1,960.00	\$ -	\$ 1,960.00		\$ 1,960.00	100.00%		\$ 196.00
2	CLIMB AND DISCOVER CAVE	\$ 5,530.00	\$ -	\$ 5,530.00		\$ 5,530.00	100%		\$ 553.00
3	Freight	\$ 1,600.00	\$ -	\$ 1,600.00		\$ 1,600.00	100%		\$ 160.00
4	SA-05 - Frog Spring Animal W/Spring	\$ 3,129.00	\$ -	\$ 3,129.00		\$ 3,129.00	100%		\$ 312.90
5	Freight	\$ 885.00	\$ -	\$ 885.00		\$ 885.00	100%		\$ 88.50
6	8" APS Playground border with Surfacing Guide and 1	\$ 883.50	\$ -	\$ 883.50		\$ 883.50	100%		\$ 88.35
7	Freight - Borders	\$ 265.00	\$ -	\$ 265.00		\$ 265.00	100%		\$ 26.50
8	Florida Signed and Sealed Drawings (3 Sets)	\$ 1,500.00	\$ -	\$ 1,500.00		\$ 1,500.00	100%		\$ 150.00
9	7% Tax	\$ 805.18	\$ -	\$ 805.18		\$ 805.18	100%		\$ 80.52
10	CHANGE ORDERS (IF APPLICABLE):	\$ -	\$ -	\$ -		\$ -			\$ -
<b>PLEASE BREAKDOWN THE TOTAL SCHEDULED VALUE (INCLUDING CHANGE ORDERS)</b>									
	Total Labor:	\$ -							
	Total Materials:	\$ -							
	Total Tax:	\$ -							
	<b>Total Scheduled Value:</b>	<b>\$ 16,557.68</b>							
<b>GRAND TOTALS</b>		<b>\$ 16,557.68</b>	<b>\$ -</b>	<b>\$ 16,557.68</b>	<b>\$ -</b>	<b>\$ 16,557.68</b>	<b>100%</b>	<b>\$ -</b>	<b>\$ 1,655.77</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



3127 Skyway Circle # 101  
Melbourne, FL 32934  
Phone 1-321-775-0600 Fax 1-321-242-2216  
Toll Free - 888-653-7529

# PROPOSAL

Date: 10/17/2025

Proposal # 26659

Prepared for: Jon Seifel

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Proposal Valid Until: 11/15/2025

Customer Fax:

Organization: Kolter Land  
14025 Riveredge Dr. #175  
Tampa, FL 33673

Project: Amenities  
Ship To: Central Park  
12600 SW Roma Circle  
Port Saint Lucie, FL 34987

Sales Rep MV

Scope of Services:

## DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 27426

Installation of:

- (2) 6' Benches
- (1) 31 Gal. Litter Receptacle

TOTAL: \$1,400.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

**Subtotal**

**Sales Tax (7.0%)**

**TOTAL**

Signature: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3127 Skyway Circle # 101  
 Melbourne, FL 32934  
 Phone 1-321-775-0600 Fax 1-321-242-2216  
 Toll Free - 888-653-7529

# PROPOSAL

Date: 10/17/2025

Proposal # 26659

Prepared for: Jon Seifel

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Proposal Valid Until: 11/15/2025

Customer Fax:

Organization: Kolter Land  
 14025 Riveredge Dr. #175  
 Tampa, FL 33673

Project: Amenities  
 Ship To: Central Park  
 12600 SW Roma Circle  
 Port Saint Lucie, FL 34987

Sales Rep MV

Scope of Services:

## DESCRIPTION

### PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

\*Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

**Subtotal** \$1,400.00

**Sales Tax (7.0%)** \$0.00

**TOTAL** \$1,400.00

Signature: \_\_\_\_\_ ... Print Name/Title: \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3127 Skyway Circle # 101  
Melbourne, FL 32934  
Phone 1-321-775-0600 Fax 1-321-242-2216  
Toll Free - 888-653-7529

# PROPOSAL

Date: 9/24/2025

Proposal # 26609

Prepared for: Jon Seifel

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Proposal Valid Until: 10/23/2025

Customer Fax:

Organization: Kolter Land  
14025 Riveredge Dr. #175  
Tampa, FL 33673

Project: Tot Lot  
Ship To: Central Park  
12600 SW Roma Circle  
Port Saint Lucie, FL 34987

Sales Rep MV

Scope of Services:

## DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 27370

Installation of:

- (2) Twirl and Whirl Spinners
- (1) Climb and Discover Cave
- (3) Frog Spring Riders

(Price includes concrete for footers and rental equipment)

TOTAL: \$7,330.00

Supply, Delivery, and Installation of 14 cubic yards of EWF Playground Mulch

TOTAL: \$980.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, ~~site damages for sprinkler systems and sod~~, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

**Subtotal**

**Sales Tax (7.0%)**

**TOTAL**

Signature: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3127 Skyway Circle # 101  
 Melbourne, FL 32934  
 Phone 1-321-775-0600 Fax 1-321-242-2216  
 Toll Free - 888-653-7529

# PROPOSAL

Date: 9/24/2025

Proposal # 26609

Prepared for: Jon Seifel

Payment Terms: 50% w/ order/50% @ Completion

Customer Phone:

Proposal Valid Until: 10/23/2025

Customer Fax:

Organization: Kolter Land  
 14025 Riveredge Dr. #175  
 Tampa, FL 33673

Project: Tot Lot  
 Ship To: Central Park  
 12600 SW Roma Circle  
 Port Saint Lucie, FL 34987

Sales Rep MV

Scope of Services:

## DESCRIPTION

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- ~~Customer to provide 110 electrical power and water required for proper installation~~
- All underground utilities be marked prior to installation.
- ~~Provide waste receptacle to accommodate construction debris.~~
- ~~Provide benchmark for required elevation to be established.~~
- Complete site preparation , excavation and disposal of spoil.
- ~~Provide required permitting and administration.~~
- Landscaping.
- Masonry repairs.

### PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

\*Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

**Subtotal** \$8,310.00

**Sales Tax (7.0%)** \$0.00

**TOTAL** \$8,310.00

Signature: \_\_\_\_\_ ... Print Name/Title: \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO GC: DK Central Park LLC PROJECT: Central Park  
 14025 Riveredge Dr. #175 Address: 12600 SW Roma Circle  
 Tampa, FL 33673 Port St Lucie, FL 34987

APPLICATION NO 1

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: 3/20/2026

PROJECT NO: 4078

FROM SUBCONTRACTOR: PlaySpace Services, Inc  
 3127 Skyway Circle Suite #101  
 Melbourne FL 32934

VIA ARCHITECT:

CONTRACT DATE 10/31/2025

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	8,310.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,310.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	8,310.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	831.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	831.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	7,479.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	7,479.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	831.00

SUBCONTRACTOR:

By: Paul Bickham Date: 3/6/26

State of: Florida County of: Brevard  
 Subscribed and sworn to before me this Mar 6 day of 2026  
 Notary Public: Melissa J. Begly  
 My Commission expires: 4/30/29



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
 ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 3/6/2026

PERIOD TO: 3/20/2026

PROJECT NO: 4078

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Installation	\$ 7,330.00	\$ -	\$ 7,330.00		\$ 7,330.00	100.00%		\$ 733.00	
2	Supply, Delivery, and Installation of EWF Mulch	\$ 980.00	\$ -	\$ 980.00		\$ 980.00	100%		\$ 98.00	
3	7% Tax	\$ -	\$ -	\$ -		\$ -			\$ -	
4		\$ -	\$ -	\$ -		\$ -			\$ -	
5		\$ -	\$ -	\$ -		\$ -			\$ -	
6		\$ -	\$ -	\$ -		\$ -			\$ -	
7		\$ -	\$ -	\$ -		\$ -			\$ -	
8		\$ -	\$ -	\$ -		\$ -			\$ -	
9		\$ -	\$ -	\$ -		\$ -			\$ -	
10	CHANGE ORDERS (IF APPLICABLE):	\$ -	\$ -	\$ -		\$ -			\$ -	
PLEASE BREAKDOWN THE TOTAL SCHEDULED VALUE (INCLUDING CHANGE ORDERS)										
Total Labor:		\$ -								
Total Materials:		\$ -								
Total Tax:		\$ -								
Total Scheduled Value:		\$ 8,310.00								
<b>GRAND TOTALS</b>		\$ 8,310.00	\$ -	\$ 8,310.00	\$ -	\$ 8,310.00	100%	\$ -	\$ 831.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO GC: DK Central Park LLC PROJECT: Central Park  
 14025 Riveredge Dr. #175 Address: 12600 SW Roma Circle  
 Tampa, FL 33673 Port St Lucie, FL 34987

APPLICATION NO: 2

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

PERIOD TO: 3/20/2026

FROM SUBCONTRACTOR: PlaySpace Services, Inc  
 3127 Skyway Circle Suite #101  
 Melbourne FL 32934

VIA ARCHITECT:

PROJECT NO: 4078

CONTRACT FOR:

CONTRACT DATE 10/31/2025

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	8,310.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,310.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	8,310.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	8,310.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	7,479.00
8. CURRENT PAYMENT DUE	\$	831.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

SUBCONTRACTOR:

By: Paul Bickham Date: 3/6/26

State of: Florida County of: Broward  
 Subscribed and sworn to before me this Mar 6 day of 2026  
 Notary Public: Melissa J. Begly  
 My Commission expires: 4/30/29



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 3/6/2026  
 PERIOD TO: 3/20/2026  
 PROJECT NO: 4078

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Installation	\$ 7,330.00	\$ -	\$ 7,330.00		\$ 7,330.00	100.00%		\$ -
2	Supply, Delivery, and Installation of EWF Mulch	\$ 980.00	\$ -	\$ 980.00		\$ 980.00	100%		\$ -
3	7% Tax	\$ -	\$ -	\$ -		\$ -			\$ -
4		\$ -	\$ -	\$ -		\$ -			\$ -
5		\$ -	\$ -	\$ -		\$ -			\$ -
6		\$ -	\$ -	\$ -		\$ -			\$ -
7		\$ -	\$ -	\$ -		\$ -			\$ -
8		\$ -	\$ -	\$ -		\$ -			\$ -
9		\$ -	\$ -	\$ -		\$ -			\$ -
10	CHANGE ORDERS (IF APPLICABLE):	\$ -	\$ -	\$ -		\$ -			\$ -
PLEASE BREAKDOWN THE TOTAL SCHEDULED VALUE (INCLUDING CHANGE ORDERS)									
Total Labor:		\$ -							
Total Materials:		\$ -							
Total Tax:		\$ -							
Total Scheduled Value:		\$ 8,310.00							
<b>GRAND TOTALS</b>		\$ 8,310.00	\$ -	\$ 8,310.00	\$ -	\$ 8,310.00	100%	\$ -	\$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



**All Types and Styles • Commercial • Residential • Electric Gate Systems  
Licensed • Bonded • Insured**

*December 18, 2025*

## *Proposal Verano South*

**4'h Decorative Aluminum Fence:** *To furnish and install 104' of 4'h black 3-rail commercial aluminum fence; Includes (2) 4'h x 42" w pedestrian gates. Daniels Fence to apply for permit - permit fees paid by others.*

- *4'h x 6' w panels*
- *3/4" x .060" pickets*
- *2" x .062" line and corner posts*
- *2" x .125 gate posts*
- *(2) Magna tall latches - includes key*
- *Self-closing hinges*
- *2" flat post caps*

*Total \$8,067.00*

**Note:**

*Permit fees by others*

*Locks by others*

*Private utility locates by others*

*Clearing & Grading by others*

*Surveying & Staking of fence line by others*

**2700 SE Market Street • Stuart, FL 34997 • Phone: 772-283-2383 • Fax: 772-283-2565**

*Renee@Danielsfence.com*

FINAL WAIVER AND RELEASE OF LIEN

DK Central Park

14025 Riveredge Drive

Suite 175

Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 8,067.00, paid by DK Central Park (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Verano according to the plat thereof on file in the office of the Clerk of the Court in and for \_\_\_\_\_ County, \_\_\_\_\_ on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this 26<sup>th</sup> day of February, 2026.

CONTRACTOR  
BY: Daniel L. Lawrence  
PRINT: Daniel L. Lawrence  
TITLE: President

STATE OF Florida  
COUNTY OF Martin

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 26<sup>th</sup> day of February, 2026 by Daniel L. Lawrence, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC  
BY: Laretta Connell  
PRINT: Laretta Connell  
COMMISSION # HH672655

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.



2700 SE Market Place Unit 1  
Stuart, FL 34997

**We have moved!**  
Please remit payment to our new  
address:  
2700 SE Market Place Ste 1

# Invoice

Date	Invoice #
2/25/2026	499314

Bill To	
DK Central Park LLC 105 NE 1st Street Delray BEach, FL 33444	
P.O. Number	Job #
	26002-CA

Project Name		
VERANO COMMUNITY DEVELOPMENT - CENTRAL PA Kolter Homes		
Terms	Due Date	Rep
	2/25/2026	RC

Description	Rate	Total
VERANO COMMUNITY DEVELOPMENT - CENTRAL PARK TOT LOT To furnish and install 104' of 4'h black 3-rail commercial aluminum fence; Includes (2) 4'h x 42"w pedestrian gates. Daniels Fence to apply for permit – permit fees paid by others. <ul style="list-style-type: none"> <li>• 4'h x 6'w panels</li> <li>• 3/4" x .060" pickets</li> <li>• 2" x .062" line and corner posts</li> <li>• 2" x .125 gate posts</li> <li>• (2) Magna tall latches – includes key</li> <li>• Self-closing hinges</li> <li>• 2" flat post caps</li> </ul> Change Order # 01 4'h Decorative Aluminum Fence: Drawing scales 104' – concrete pad is 119'. <ul style="list-style-type: none"> <li>• (3) 4'h x 6'w panels</li> <li>• 3/4" x .060" pickets</li> <li>• (3) 2" x .062" line posts</li> </ul>	8,067.00	8,067.00
<b>Subtotal</b>		\$8,067.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Payments/Credits</b>		\$0.00
<b>Balance Due</b>		<b>\$8,067.00</b>

*We know you had a choice, thanks for selecting us!*

## Playground Inspection Report

Site Name: Central Park Tot Lot

Site Address: 12600 SW Roma Circle, Port St Lucie, FL 34987

Inspector Name: Paul Bickham, CPSI#65857-1201 Date: 3/25/2026





Report Summary.

The Overall Status of the playground is that it is compliant with all ASTM standards and in good condition. All playground structures have been installed per manufacturer's specifications with their proper use zones, safety surfacing, and secured safety hardware.

There are some responsibilities of the owner outlined within the ASTM 1487 guidelines. I would highly recommend that this document is read and understood by the maintenance personnel.

Items to be aware of and monitored that are not listed are as follows:

- Playground Structures Need to be properly maintained to ensure Playground Safety. Recommend the Owner's Staff maintain a regular maintenance/inspection schedule.
- Stickers or some sort of marking should be placed on the bottom of the Playground Columns as indicators of where the level of safety surfacing should be. Please be sure that the grade of the Safety surfacing Covers these stickers/markings.

Paul Bickham  
INSPECTOR  
65857-1201  
CPSI Certification Number

## CERTIFICATE OF COMPLETION

Building Permit Number: 2601601                      Date of Completion:                      2/26/2026

OWNER NAME:                      Verano #5 Community Development District

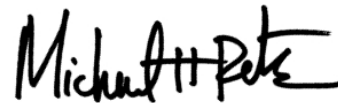
Address of Owner:                      105 NE 1ST ST

Address of Structure:                      12926 SW FORLI WAY

Legal Description:                      VERANO SOUTH PUD 1 POD G PLAT 2//TRACT CA 7

Applicable Code Edition: FBC 8th Edition

Description:                      4 FT ALUMINUM FENCE



---

Michael H. Peter  
Building Official

This certificate of completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

For buildings and structures in flood hazard areas, documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction.

**CERTIFICATE OF COMPLETION**

Account Name Central Park Tot Lot Date \_\_\_\_\_

Completed 03/06/2026

Site Address 12717 SW Forli Way Port St Lucie, F  
134987

\_\_\_\_\_  
 \_\_\_\_\_

Site Contact Jon Seifel

Site Phone 561-385-3311

The project services listed below have been satisfactorily completed and fully inspected by an authorized representative of the account. This is a job completion certificate and is viewed as an official document verifying technical installation services performed by a competent professional. Further, performed to complete customer satisfaction. The customer shall hold Play/Space Services, Inc. and sister company or personal injury, or damage to property or loss of use resulting there from arising out of performance of technical services, including acts of guest or customers, unless such claims area a direct result of PlaySpace Services Inc. and/or sister company Advanced Recreational Concepts, LLC own to proven negligence. Services performed on this project include as noted below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Customer opts not to inspect unit at completion of service

Owner/Agent \_\_\_\_\_

PlaySpace

Signature: \_\_\_\_\_

Signature: 

Print Name \_\_\_\_\_

Print Name Robert Speigler

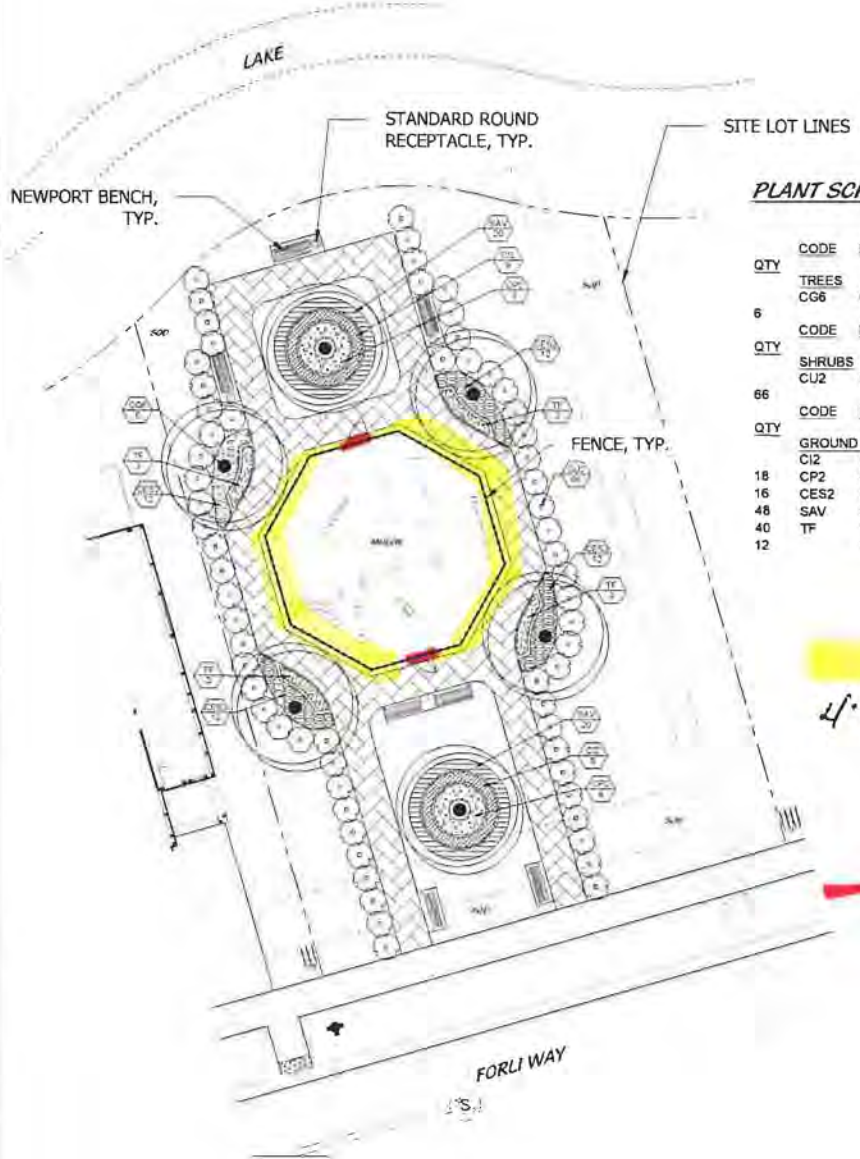
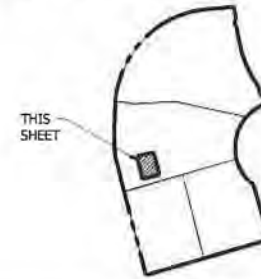
Confidentiality Note: This correspondence contains privileged information intended for the use of the individual or entity named above. If the reader of this correspondence is not the intended recipient you are hereby notified that any dissemination or copying of this document is strictly prohibited. If you have received this correspondence in error, please notify us by calling the Telephone number above.

*“Setting the Standard in our Industry”*

Reviewed for Code Compliance  
 Permit Number: 2601601  
 Discipline: Building  
 Approved By: sramoutar  
 Approval Date: 02/04/2026



KEY MAP



PLANT SCHEDULE

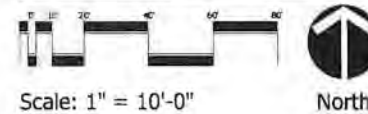
QTY	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NATIVE	QTY	UNIT COST	TOTAL
<b>TREES</b>									
6	CG6	COCOS NUCIFERA 'GREEN MALAYAN' / COCONUT PALM	FIELD GROWN	NA	14' HT	N	6	\$600	\$3,600
<b>SHRUBS</b>									
66	CU2	COCCOLOBA UVIFERA / SEA GRAPE	7 GAL		4' X 2'	AS	66	\$45	\$2,970
<b>GROUND COVERS</b>									
18	CI2	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCOPLUM	3 GAL		3 OA	2.5' OC	18	\$15	\$270
16	CP2	CODIAEUM VARIEGATUM 'PETRA' / PETRA CROTON	3 GAL		2' X 2'	2.5' OC	16	\$15	\$240
48	CES2	CONOCARPUS ERECTUS 'SERICEUS' / SILVER BUTTWOOD	3 GAL		2.5' X 2.5'	2.5' OC	48	\$15	\$720
40	SAV	SCHOFFLERA ARBORICOLA 'TRINETTE' / DWARF VARIEGATED SCHEFFLERA	3 GAL		1.5' X 1.5'	2' OC	40	\$15	\$600
12	TF	TRIPSACUM FLORIDANA / DWARF FAKAHATCHEE GRASS	3 GAL		2' X 2'	2.5' OC	12	\$12	\$144
TOTAL COST:									\$8,544

SITE DATA

TOTAL SITE AREA	SF	ACRES	
	8,326.44	0.19	
<b>PERVIOUS IMPERVIOUS CALCULATIONS</b>			
IMPERVIOUS	ACRES	SQUARE FEET	PERCENT
PAVER SIDEWALK	0.04	1,594.83	19.17%
SUB-TOTAL	0.04	1,594.83	19.17%
PERVIOUS			
MULCH	0.03	1,105.19	13.28%
SOD/LAWN	0.06	3,751.81	47.72%
LANDSCAPE	0.04	1,620.90	19.46%
SUB-TOTAL	0.13	4,488.90	56.09%
<b>TOTAL</b>	<b>0.19</b>	<b>8,083.73</b>	<b>100%</b>
<b>TOTAL COSTS</b>			
LANDSCAPE	\$	8,544.00	
MULCH	\$	245.57	
SOD	\$	2,104.98	
PAVERS	\$		
FENCE	\$	7,806.52	
PLAYGROUND	\$	18,067.00	
<b>TOTAL</b>	\$	37,268.06	

104' of  
 4" H 3-Rail aluminum  
 fence  
 (2) 4" H x 42" W  
 gates

PSLUSD #11-652-36B  
 PSL PROJ# P22-019  
 POD G PLAT 2  
 PARK EXHIBIT  
 CONCEPT 1



Scale: 1" = 10'-0"

**Cotleur & Hearing**  
 Landscape Architects  
 Land Planners  
 Environmental Consultants  
 1934 Commerce Lane  
 Suite 1  
 Jupiter, Florida 33458  
 561 747 6336 Fax 747 1377  
 www.cotleurhearing.com  
 Lic# LC-C000239

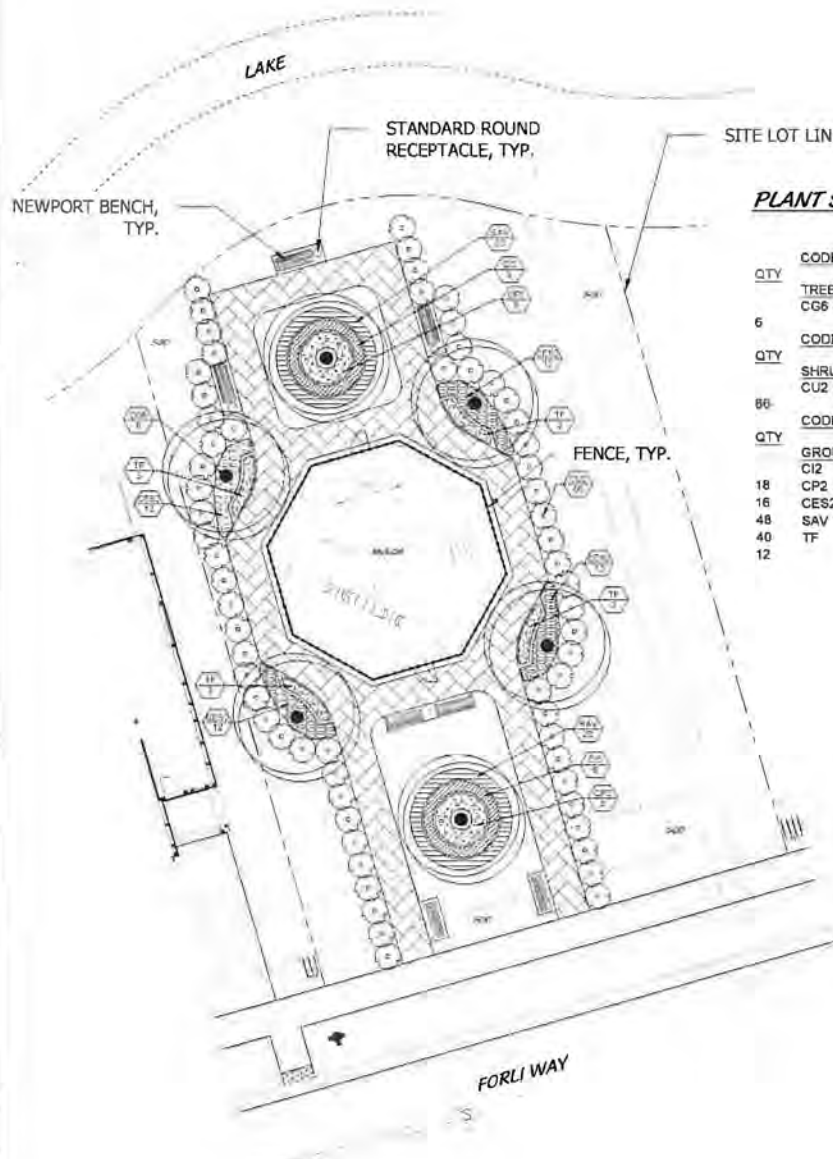
**VERANO SOUTH POD G**  
 Koltner Homes  
 Port St. Lucie, Florida

DESIGNED LAH/MJM  
 DRAWN LAH/ACE/MJM  
 APPROVED LAH  
 JOB NUMBER 18-1003.03  
 DATE 01-19-22  
 REVISIONS 02-23-22  
 03-14-25 05-24-22  
 07-02-25

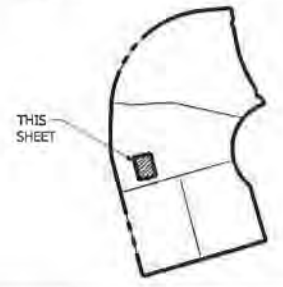
SHEET 1 of 4

COTLEUR & HEARING, INC.  
 1934 Commerce Lane, Suite 1  
 Jupiter, Florida 33458  
 561 747 6336 Fax 747 1377  
 www.cotleurhearing.com  
 Lic# LC-C000239

*Handwritten mark resembling the letter 'G'.*



**KEY MAP**



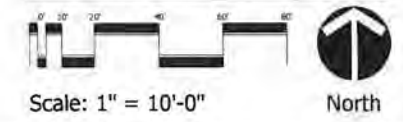
**PLANT SCHEDULE**

QTY	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NATIVE	QTY	UNIT COST	TOTAL		
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<b>SHRUBS</b>											
86	CU2	COCCOLOBA UVIFERA / SEA GRAPE	7 GAL		4" X 2	AS	Y	66	\$45	\$2,970	
<b>GROUND COVERS</b>											
18	CI2	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCOPLUM	3 GAL		3 OA	2.5' OC	Y	30" o c	18	\$15	\$270
16	CP2	CODIAEUM VARIEGATUM 'PETRA' / PETRA CROTON	3 GAL		2' X 2'	2.5' O C	N	30" o c	16	\$15	\$240
48	CES2	CONOCARPUS ERECTUS 'SERICEUS' / SILVER BUTTWOOD	3 GAL		2.5' X 2.5'	2.5' OC	Y	24" o c	48	\$15	\$720
40	SAV	SCHEFFLERA ARBORICOLA 'TRINETTE' / DWARF VARIEGATED SCHEFFLERA	3 GAL		1.5 X 1.5'	2' OC	N	24" o c	40	\$15	\$600
12	TF	TRIPSACUM FLORIDANA / DWARF FAKAHATCHEE GRASS	3 GAL		2' X 2'	2.5' OC	Y	30" o c	12	\$12	\$144
TOTAL COST:									\$8,544		

**SITE DATA**

	SF	ACRES	
TOTAL SITE AREA	8,520.44	0.19	
<b>PERVIOUS/IMPERVIOUS CALCULATIONS</b>			
IMPERVIOUS	ACRES	SQUARE FEET	PERCENT
PAVER SIDEWALK	0.04	1,564.83	18.12%
SUB-TOTAL	0.04	1,564.83	18.12%
PERVIOUS			
MULCH	0.03	1,101.15	12.92%
SOD/LAWN	0.06	5,761.81	67.73%
LANDSCAPE	0.04	1,562.85	18.46%
SUB-TOTAL	0.13	8,925.81	104.89%
TOTAL	0.18	8,481.43	100%
<b>TOTAL COSTS</b>			
LANDSCAPE	\$	8,544.00	
MULCH	\$	2,463.37	
SOD	\$	2,104.96	
PAVERS	\$	7,806.52	
FENCE	\$	22,145.00	
PLAYGROUND	\$	40,841.25	

PSLUSD #11-652-36B  
 PSL PROJ# P22-019  
**POD G PLAT 2**  
**PARK EXHIBIT**  
**CONCEPT 2**



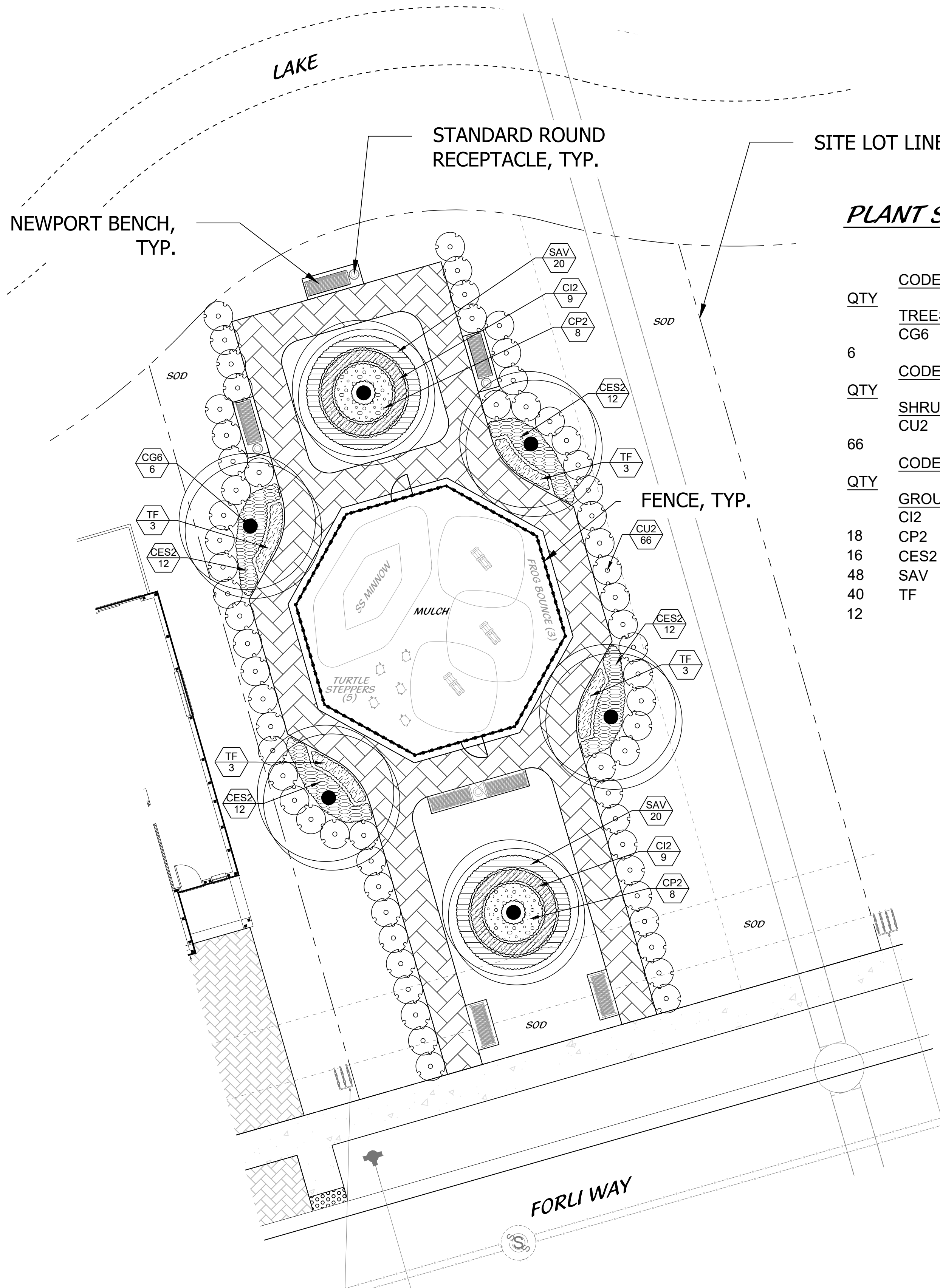
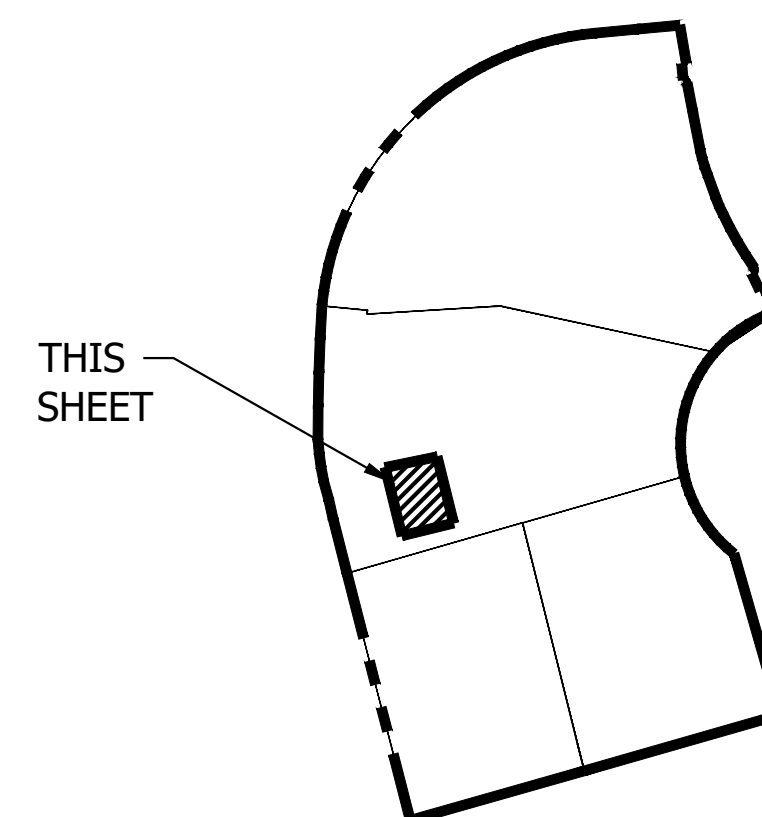
Scale: 1" = 10'-0"

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 Land Planners  
 Environmental Consultants  
 1534 Commerce Lane  
 Suite 1  
 Jupiter, Florida 33458  
 561.747.8226 • Fax 561.747.1277  
 www.cotleurhearing.com  
 Lic# LC-000039

**VERANO SOUTH POD G**  
 Koltner Homes  
 Port St. Lucie, Florida

DESIGNED	LAH/MJM
DRAWN	LAH/ACE/MJM
APPROVED	LAH
JOB NUMBER	18-1003-03
DATE	01-19-22
REVISIONS	02-23-22
	05-24-22
	07-02-25

KEY MAP



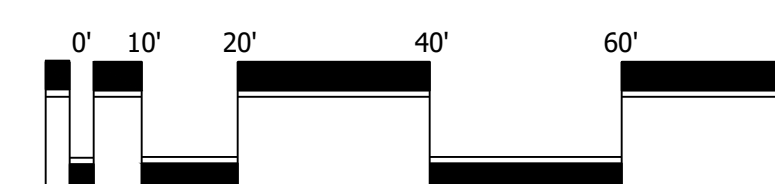
PLANT SCHEDULE

QTY	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NATIVE	QTY	UNIT COST	TOTAL
<b>TREES</b>									
6	CG6	COCOS NUCIFERA 'GREEN MALAYAN' / COCONUT PALM	FIELD GROWN	NA	14' HT	N	6	\$600	\$3,600
<b>SHRUBS</b>									
66	CU2	COCCOLOBA UVIFERA / SEA GRAPE	7 GAL	4' X 2'	AS	.	66	\$45	\$2,970
<b>GROUND COVERS</b>									
18	CI2	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCOPLUM	3 GAL	3' OA	2.5' OC	.	18	\$15	\$270
16	CP2	CODIAEUM VARIEGATUM 'PETRA' / PETRA CROTON	3 GAL	2' X 2'	2.5' O.C.	N	16	\$15	\$240
48	CES2	CONOCARPUS ERECTUS 'SERICEUS' / SILVER BUTTWOOD	3 GAL	2.5' X 2.5'	2.5' OC	Y	48	\$15	\$720
40	SAV	SCHEFFLERA ARBORICOLA 'TRINETTE' / DWARF VARIEGATED SCHEFFLERA	3 GAL	1.5' X 1.5'	2' OC	N	40	\$15	\$600
12	TF	TRIPSACUM FLORIDANA / DWARF FAKAHATCHEE GRASS	3 GAL	2' X 2'	2.5' OC	Y	12	\$12	\$144
TOTAL COST:									\$8,544

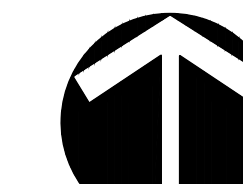
SITE DATA

	SF	ACRES	
TOTAL SITE AREA	8,320.44	0.19	
<b>PERVIOUS/IMPERVIOUS CALCULATIONS</b>			
<b>IMPERVIOUS</b>			
PAVER SIDEWALK	0.04	1,594.63	19.17%
SUB-TOTAL	0.04	1,594.63	19.17%
<b>PERVIOUS</b>			
MULCH	0.03	1,105.19	13.28%
SOD/LAWN	0.09	3,791.61	47.73%
LANDSCAPE	0.04	1,620.80	19.48%
SUB-TOTAL	0.15	4,896.80	80.49%
<b>TOTAL</b>	<b>0.19</b>	<b>6,491.43</b>	<b>100%</b>
<b>TOTAL COSTS</b>			
LANDSCAPE	\$	8,544.00	REQUIRED
MULCH	\$	246.57	
SOD	\$	2,104.96	
PAVERS	\$	-	
FENCE	\$	7,806.52	
PLAYGROUND	\$	18,667.00	
<b>TOTAL</b>	\$	<b>37,369.05</b>	

PSLUSD #1 1-652-36B  
 PSL PROJ# P22-019  
**POD G PLAT 2**  
**PARK EXHIBIT**  
**CONCEPT 1**



Scale: 1" = 10'-0"



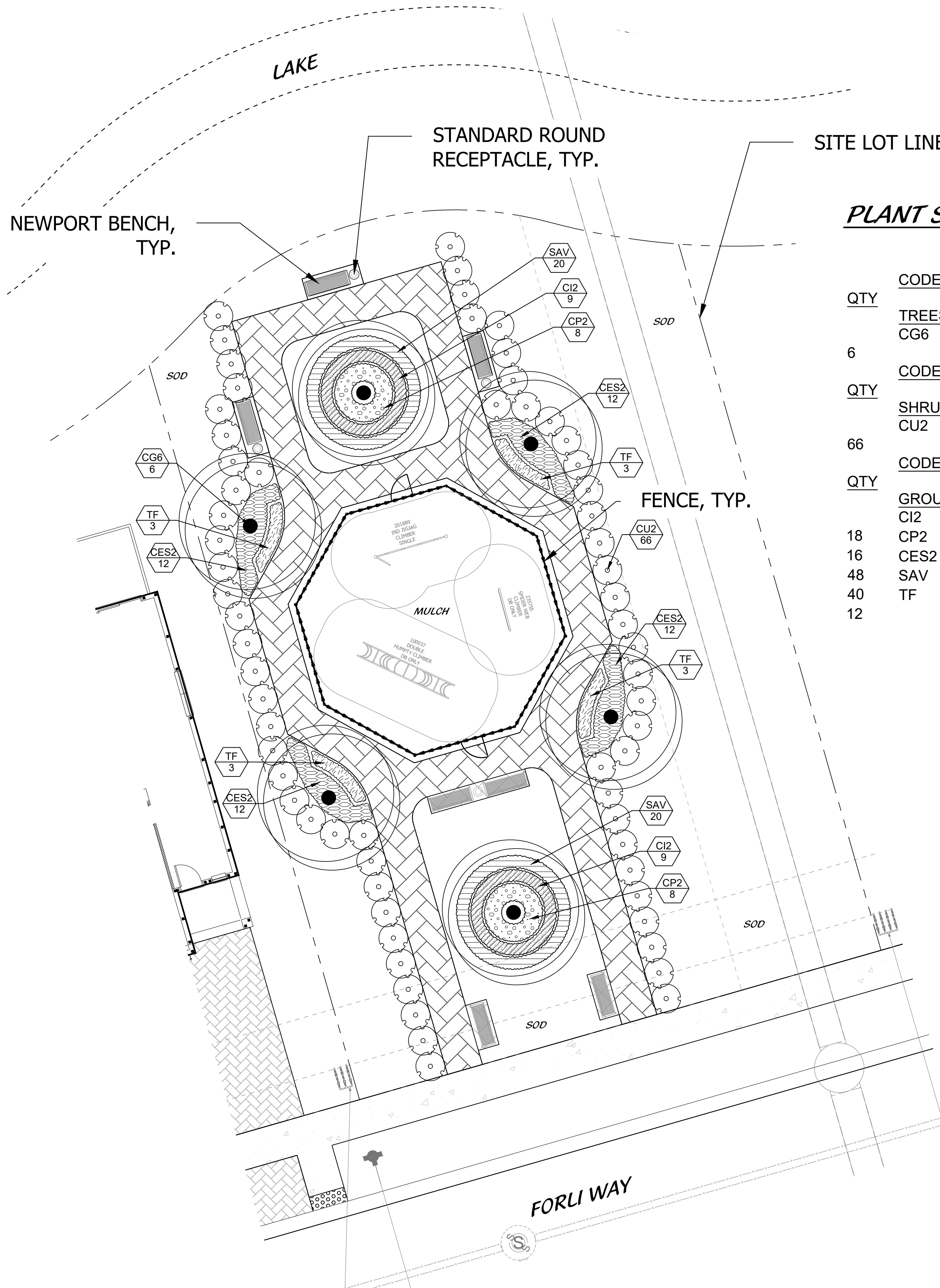
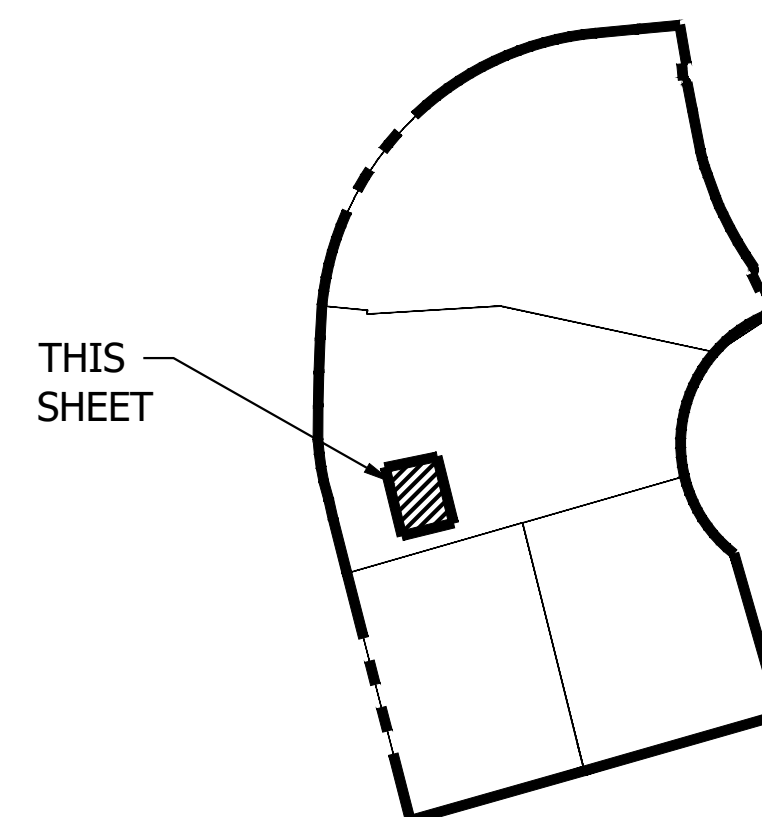
North

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 Lic# LC-C000239

**VERANO SOUTH POD G**  
 Koiter Homes  
 Port St. Lucie, Florida

DESIGNED	LAH/MJM
DRAWN	LAH/ACE/MJM
APPROVED	LAH
JOB NUMBER	18-1003.03
DATE	01-19-22
REVISIONS	02-23-22
1	08-14-25 05-24-22
	07-02-25

KEY MAP



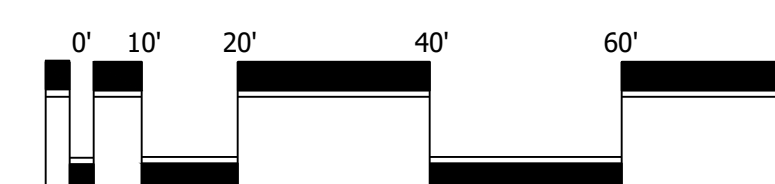
PLANT SCHEDULE

QTY	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NATIVE	QTY	UNIT COST	TOTAL
<b>TREES</b>									
6	CG6	COCOS NUCIFERA 'GREEN MALAYAN' / COCONUT PALM	FIELD GROWN	NA	14' HT	N	6	\$600	\$3,600
<b>SHRUBS</b>									
66	CU2	COCCOLOBA UVIFERA / SEA GRAPE	7 GAL	4' X 2'	AS	.	66	\$45	\$2,970
<b>GROUND COVERS</b>									
18	CI2	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCOPLUM	3 GAL	3' OA	2.5' OC	.	18	\$15	\$270
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12	TF	TRIPSACUM FLORIDANA / DWARF FAKAHATCHEE GRASS	3 GAL	2' X 2'	2.5' OC	Y	12	\$12	\$144
TOTAL COST:									\$8,544

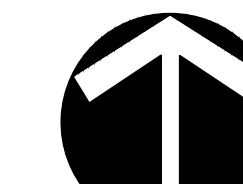
SITE DATA

	SF	ACRES
TOTAL SITE AREA	8,320.44	0.19
<b>PERVIOUS/IMPERVIOUS CALCULATIONS</b>		
<b>IMPERVIOUS</b>		
PAVER SIDEWALK	0.04	1,594.63
SUB-TOTAL	0.04	1,594.63
<b>PERVIOUS</b>		
MULCH	0.03	1,105.19
SOD/LAWN	0.09	3,791.61
LANDSCAPE	0.04	1,620.80
SUB-TOTAL	0.15	4,896.80
<b>TOTAL</b>	<b>0.19</b>	<b>6,491.43</b>
<b>TOTAL COSTS</b>		
LANDSCAPE	\$ 8,544.00	
MULCH	\$ 246.57	
SOD	\$ 2,104.96	
PAVERS	\$ -	
FENCE	\$ 7,806.52	
PLAYGROUND	\$ 22,145.00	
<b>TOTAL</b>	<b>\$ 40,847.05</b>	

PSLUSD #11-652-36B  
 PSL PROJ# P22-019  
**POD G PLAT 2**  
**PARK EXHIBIT**  
**CONCEPT 2**



Scale: 1" = 10'-0"



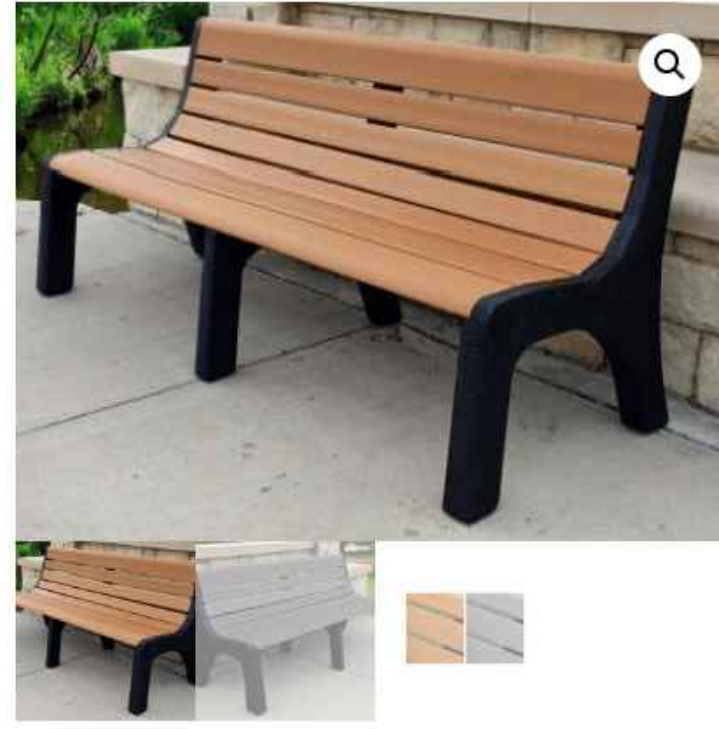
North

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**VERANO SOUTH POD G**  
 Koiter Homes  
 Port St. Lucie, Florida

DESIGNED	LAH/MJM
DRAWN	LAH/ACE/MJM
APPROVED	LAH
JOB NUMBER	18-1003.03
DATE	01-19-22
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08-14-25	05-24-22
	07-02-25

PLAYGROUND



**Newport Bench**

\$540.00 – \$860.00

The Recycled Plastic Newport Bench manages to be one of the most comfortable options for outdoor public seating on the market while boasting a surprisingly cost-efficient price.

Size    
 Color

\$695.00



**Village SS Minnow**

\$8,605.00

Category: Village Play



**Filbert Frog Fun Bounce**

\$508.00

SKU: PFB004 Categories: Motion Play, Village Play Tag: Filbert Frog Fun Bounce



**Standard Round Receptacle**

\$570.00 – \$940.00

The Round Standard-Duty Recycled Plastic Receptacle from PDPlay is a great addition to any high-traffic area that sees a lot of trash that needs to be disposed of

Size    
 Color

\$570.00

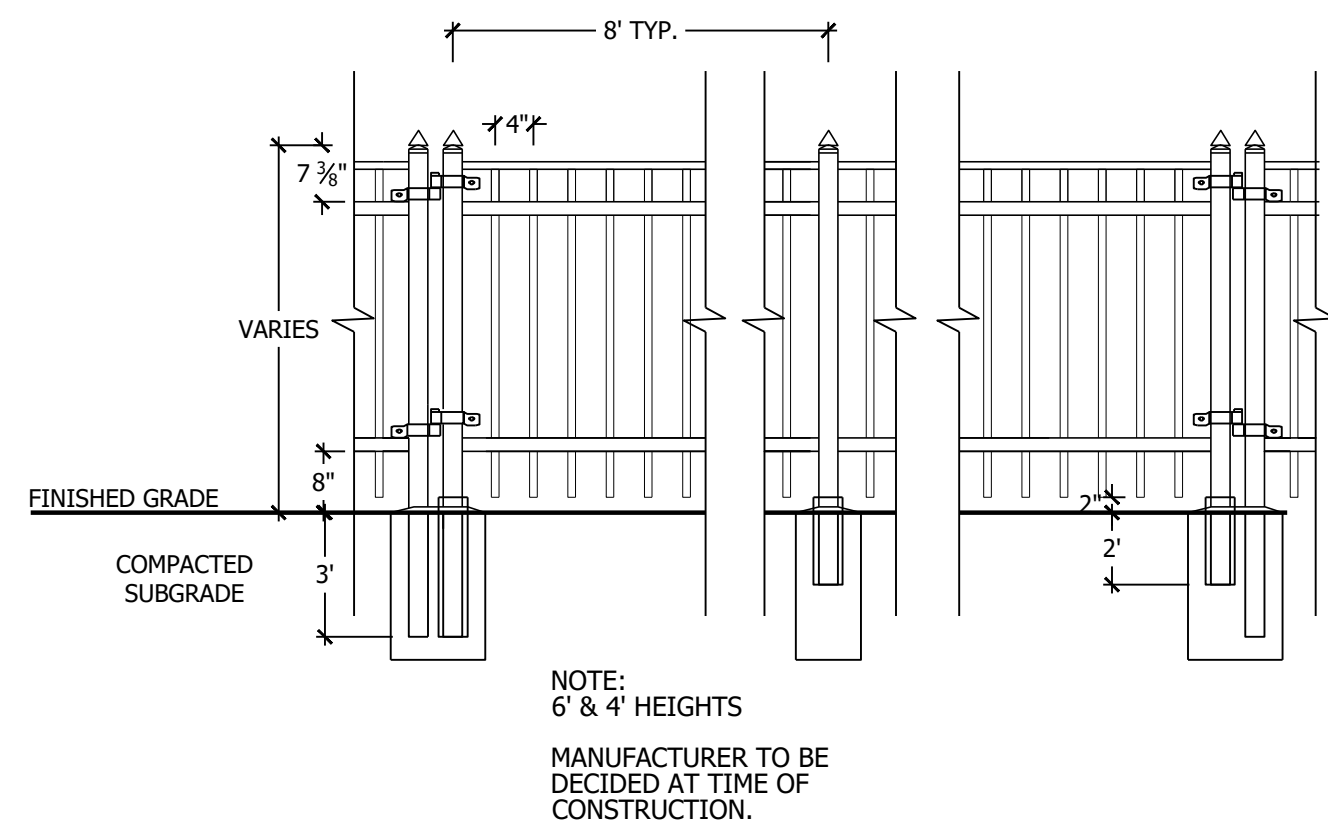


**Stepping Turtles**

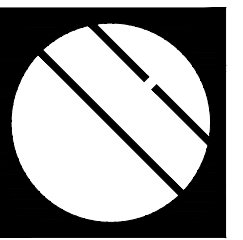
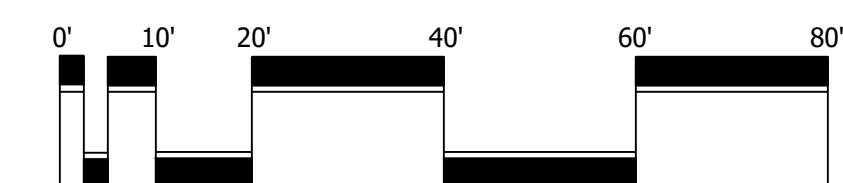
\$1,393.00

SKU: 5ST Categories: Playground Climbers, Rock Climbers, Outdoor Learning Environments Tags: Stepping Turtles, Tree Stumps

ALUMINUM DECORATIVE FENCE DETAIL



PSLUSD #1 1-652-36B  
 PSL PROJ# P22-019  
**POD G PLAT 2**  
**PARK EXHIBIT**  
**SITE DETAILS 1**



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**VERANO SOUTH POD G**

Kolter Homes  
 Port St. Lucie, Florida

DESIGNED	LAH/MJM
DRAWN	LAH/ACE/MJM
APPROVED	LAH
JOB NUMBER	18-1003.03
DATE	01-19-22
REVISIONS	02-23-22
⚠ 08-14-25	05-24-22
	07-02-25

**PLAYGROUND**

Humpty Climber  
Model #100037



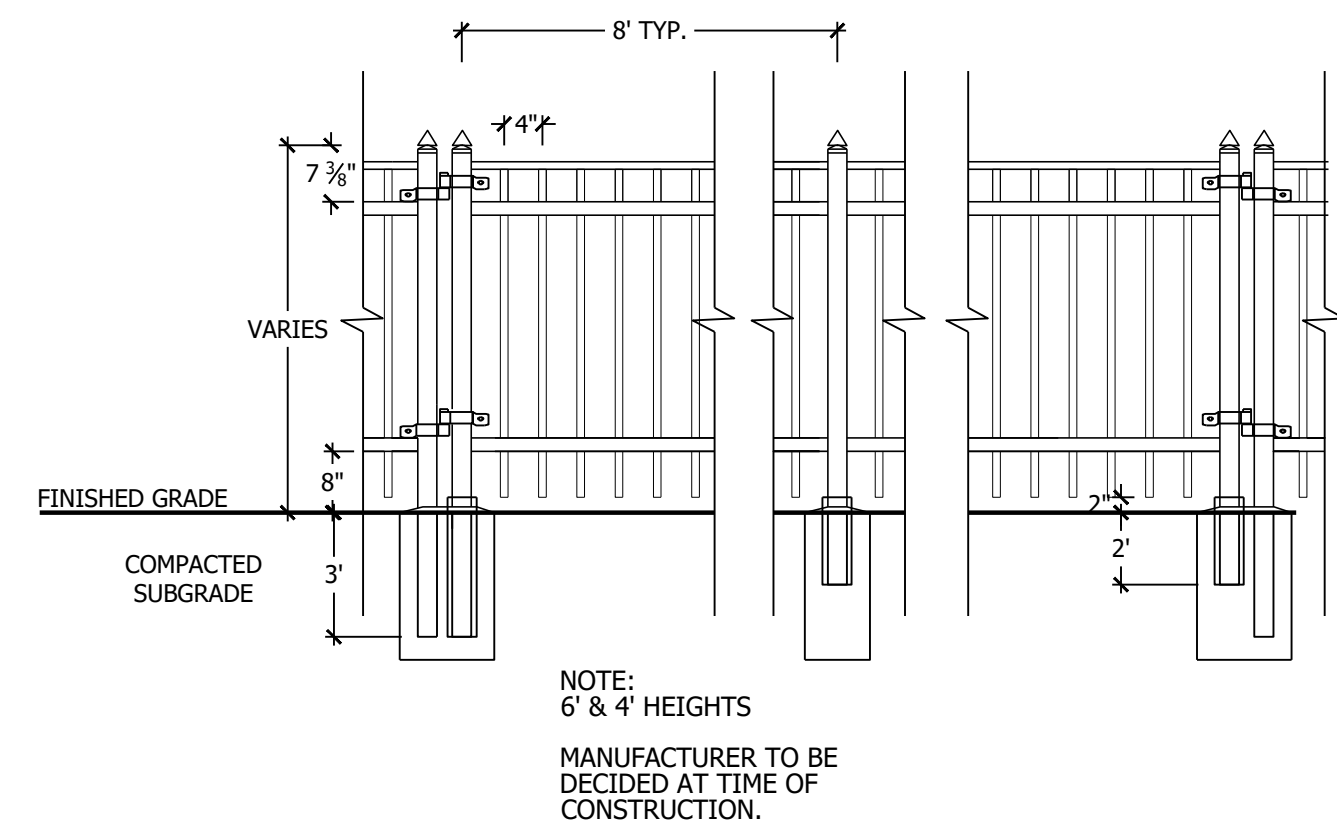
JigJag Climber, Single  
Model #201889



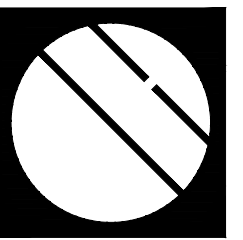
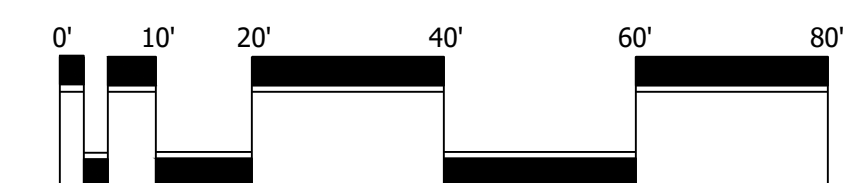
Spider Web Climber  
Model #235755



**ALUMINUM DECORATIVE FENCE DETAIL**



PSLUSD #1 1-652-36B  
PSL PROJ# P22-019  
**POD G PLAT 2**  
**PARK EXHIBIT**  
**SITE DETAILS 2**



**Cotleur & Hearing**

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561.747.6336 - Fax 747.1377  
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Lic# LC-C000239

**VERANO SOUTH POD G**

Kolter Homes  
Port St. Lucie, Florida

DESIGNED	LAH/MJM
DRAWN	LAH/ACE/MJM
APPROVED	LAH
JOB NUMBER	18-1003.03
DATE	01-19-22
REVISIONS	02-23-22
⚠ 08-14-25	05-24-22
	07-02-25

April 2, 2026

Verano #3 Community Development District  
c/o District Manager  
Governmental Management Services, LLC  
5385 N. Nob Hill Road  
Sunrise, Florida 33351

Re: Letter Agreement for Acquisition of Tot Lot Improvements

Dear District Manager,

Pursuant to the *Improvement Acquisition and Developer Contribution Agreement – Phase 2 Assessment Area Project*, dated November 15, 2022 (“**Acquisition Agreement**”), by and between the Verano #3 Community Development District (“**District**”) and DK Central Park LLC (“**Developer**”), you are hereby notified that the Developer has completed and wishes to sell (“**Sale**”) to the District certain “**Improvements**” and “**Work Product**” as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, and subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**VERANO #3 COMMUNITY  
DEVELOPMENT DISTRICT**



Name: William Fife  
Title: Chair

Sincerely,  
**DK CENTRAL PARK LLC**

[SIGNATURE ON FOLLOWING PAGE]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

April 2, 2026

Verano #3 Community Development District  
c/o District Manager  
Governmental Management Services, LLC  
5385 N. Nob Hill Road  
Sunrise, Florida 33351

Re: Letter Agreement for Acquisition of Tot Lot Improvements

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- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, and subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**VERANO #3 COMMUNITY  
DEVELOPMENT DISTRICT**

[SIGNATURE ON PRIOR PAGE]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sincerely,  
**DK CENTRAL PARK LLC**

Name: James P. Harvey

Title: Authorized Signatory

**EXHIBIT A**  
**Description of Tot Lot Improvements**

**Tot Lot Improvements** - All playground equipment, benches and fences located in Tract CA-7, as identified in the plat known as *Verano South PUD 1- Pod G – Plat No. 2*, as recorded in Plat Book 109, Pages 1 et seq., of the Official Records of St. Lucie County, Florida.

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

<b>Verano #3 Tot Lot</b>				
<b>Improvement</b>	<b>Total Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Play Equipment and Benches	\$16,557.68	\$16,557.68	\$0.00	\$0.00
Equipment and Benches Installation	\$8,310.00	\$8,310.00	\$0.00	\$0.00
Fence Improvements	\$8,067.00	\$8,067.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$32,934.68</b>	<b>\$32,934.68</b>	<b>\$0.00</b>	<b>\$0.00</b>

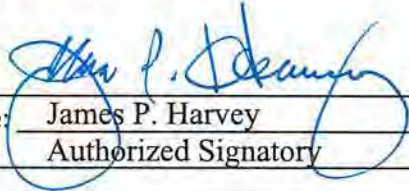
**CORPORATE DECLARATION REGARDING COSTS PAID**  
**[TOT LOT IMPROVEMENTS]**

DK CENTRAL PARK LLC, a Florida limited liability company ("Developer"), does hereby certify to the Verano #3 Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes:

1. Developer is the developer of certain lands within District.
2. The District's *Amended and Restated Supplemental Engineer's Report*, dated June 16, 2022, revised October 10, 2022 and November 1, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 2nd day of April, 2026.

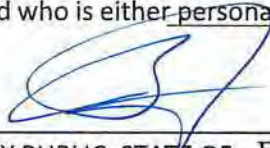
DK CENTRAL PARK LLC



Name: James P. Harvey  
Title: Authorized Signatory

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

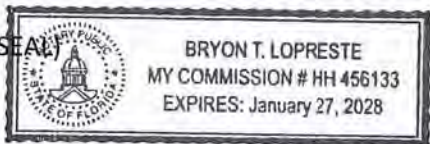
The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 2<sup>nd</sup> day of April, 2026, by James P. Harvey as Authorized Signatory of DK Central Park LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



NOTARY PUBLIC, STATE OF FLORIDA  
Name: Bryon T. LoPreste

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



**EXHIBIT A**  
**Description of Tot Lot Improvements**

**Tot Lot Improvements** - All playground equipment, benches and fences located in Tract CA-7, as identified in the plat known as *Verano South PUD 1- Pod G – Plat No. 2*, as recorded in Plat Book 109, Pages 1 et seq., of the Official Records of St. Lucie County, Florida.

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

<b>Verano #3 Tot Lot</b>				
<b>Improvement</b>	<b>Total Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Play Equipment and Benches	\$16,557.68	\$16,557.68	\$0.00	\$0.00
Equipment and Benches Installation	\$8,310.00	\$8,310.00	\$0.00	\$0.00
Fence Improvements	\$8,067.00	\$8,067.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$32,934.68</b>	<b>\$32,934.68</b>	<b>\$0.00</b>	<b>\$0.00</b>

**DISTRICT ENGINEER'S CERTIFICATE**  
**[TOT LOT IMPROVEMENTS]**

April 1, 2026

Board of Supervisors  
Verano #3 Community Development District

Re: Acquisition of Tot Lot Improvements

Ladies and Gentlemen:

The undersigned is a representative of Mills, Short & Associates, LLC ("**District Engineer**"), as District Engineer for the Verano #3 Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from DK Central Park LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") and related work product ("**Work Product**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Amended and Restated Supplemental Engineer's Report*, dated June 16, 2022, revised October 10, 2022 and November 1, 2022, as supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.

[CONTINUED ON FOLLOWING PAGE]

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

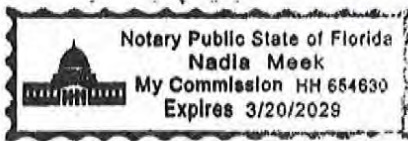
MILLS, SHORT & ASSOCIATES, LLC




Brandon Ulmer, P.E.  
Florida Registration No. 68345  
District Engineer

STATE OF Florida  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1st day of April, 2026, by Brandon Ulmer as Engineer of Mills, Short & Associates, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced personally known as identification.



(NOTARY SEAL)

  
NOTARY PUBLIC, STATE OF Florida

Name: Nadia Meek  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)

**EXHIBIT A**

**Description of Tot Lot Improvements**

**Tot Lot Improvements** - All playground equipment, benches and fences located in Tract CA-7, as identified in the plat known as *Verano South PUD 1- Pod G – Plat No. 2*, as recorded in Plat Book 109, Pages 1 et seq., of the Official Records of St. Lucie County, Florida.

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

<b>Verano #3 Tot Lot</b>				
<b>Improvement</b>	<b>Total Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Play Equipment and Benches	\$16,557.68	\$16,557.68	\$0.00	\$0.00
Equipment and Benches Installation	\$8,310.00	\$8,310.00	\$0.00	\$0.00
Fence Improvements	\$8,067.00	\$8,067.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$32,934.68</b>	<b>\$32,934.68</b>	<b>\$0.00</b>	<b>\$0.00</b>

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[TOT LOT IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 2<sup>nd</sup> day of April, 2026, by and between **DK Central Park LLC**, a Florida limited liability company, with an address of 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 (“**Grantor**”), and **Verano #3 Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Governmental Management Services, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, “**AS IS, WHERE IS**”, AND “**WITH ALL FAULTS**”. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have,

own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

DK CENTRAL PARK LLC

By: [Signature]  
Name: Darlene J. Miklos

[Signature]  
Name: James P. Harvey  
Title: Authorized Signatory

By: [Signature]  
Name: Bryon T. LoPreste

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2<sup>nd</sup> day of April, 2026, by James P. Harvey as Authorized Signatory of DK Central Park LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A**  
**Description of Tot Lot Improvements**

**Tot Lot Improvements** - All playground equipment, benches and fences located in Tract CA-7, as identified in the plat known as *Verano South PUD 1- Pod G – Plat No. 2*, as recorded in Plat Book 109, Pages 1 et seq., of the Official Records of St. Lucie County, Florida.

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

<b>Verano #3 Tot Lot</b>				
<b>Improvement</b>	<b>Total Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Play Equipment and Benches	\$16,557.68	\$16,557.68	\$0.00	\$0.00
Equipment and Benches Installation	\$8,310.00	\$8,310.00	\$0.00	\$0.00
Fence Improvements	\$8,067.00	\$8,067.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$32,934.68</b>	<b>\$32,934.68</b>	<b>\$0.00</b>	<b>\$0.00</b>

This instrument was prepared by:

(This space reserved for Clerk)

Jere Earlywine  
Kutak Rock LLP  
107 W College Ave  
Tallahassee, Florida 32301

**QUIT CLAIM DEED**  
**[TOT LOT TRACT]**

THIS QUIT CLAIM DEED is made to be effective as of the 2nd day of April, 2026, by and between **DK Central Park LLC**, a Florida limited liability company, with an address of 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 ("**Grantor**"), and **Verano #3 Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, and whose mailing address is c/o Governmental Management Services, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 ("**Grantee**").

**WITNESSETH**

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has, **if any**, in and to the following described parcel of land, situate, lying and being in the County of St. Lucie, State of Florida ("**Property**"), and more particularly described as:

**Tract CA-7, as identified in the plat known as *Verano South PUD 1- Pod G – Plat No. 2*, as recorded in Plat Book 109, Pages 1 et seq., of the Official Records of St. Lucie County, Florida.**

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

TO HAVE AND TO HOLD the same, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to reimpose the same.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESSES:

DK CENTRAL PARK LLC

[Signature]  
Name: Darlene J. Miklos  
Address: 14025 Riveredge Dr. #175  
Tampa, FL 33637

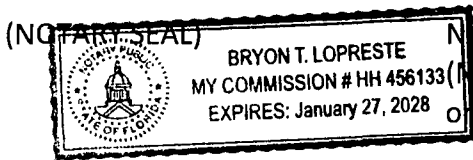
[Signature]  
Name: James P. Harvey  
Title: Authorized Signatory

[Signature]  
Name: Bryon T. LoPreste  
Address: 14025 Riveredge Dr. #175  
Tampa, FL 33637

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of April, 2026, by James P. Harvey, as Authorized Signatory of DK CENTRAL PARK, LLC, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

(This space reserved for Clerk)

Jere Earlywine  
Kutak Rock LLP  
107 W College Ave  
Tallahassee, Florida 32301

**QUIT CLAIM DEED**  
**[TOT LOT TRACT]**

THIS QUIT CLAIM DEED is made to be effective as of the 30<sup>th</sup> day of March, 2026, by and between **Verano #5 Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, and whose mailing address is c/o Governmental Management Services, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 ("**Grantor**"), and **Verano #3 Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, and whose mailing address is c/o Governmental Management Services, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 ("**Grantee**").

**WITNESSETH**

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has, **if any**, in and to the following described parcel of land, situate, lying and being in the County of St. Lucie, State of Florida ("**Property**"), and more particularly described as:

**Tract CA-7, as identified in the plat known as *Verano South PUD 1- Pod G – Plat No. 2*, as recorded in Plat Book 109, Pages 1 et seq., of the Official Records of St. Lucie County, Florida.**

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

TO HAVE AND TO HOLD the same, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to reimpose the same.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESSES:

VERANO #5 COMMUNITY DEVELOPMENT DISTRICT

[Signature]  
Name: Kellie Ignelzi  
Address: 8822 SW Pepoli Way, Port St. Lucie, FL 34987

[Signature]  
Name: Josh Hoot  
Title: Chairman

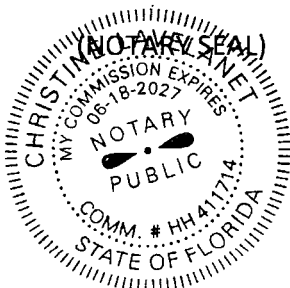
[Signature]  
Name: Annette Beatrice  
Address: 8822 SW Pepoli Way, Port St. Lucie FL 34987

STATE OF Florida  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of March, 2026, by Josh Hoot as Chairman of VERANO #5 COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Christine Laveland  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

## AGREEMENT FOR DRAIN INSTALLATION SERVICES

This “**Agreement**” is by and between: **Verano 3 Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2502 N Rocky Point Drive #1000, Tampa, Florida 33607 (“**District**”) and **Florida Irrigation Service d/b/a Precision Gardens Inc.**, (“**Contractor**”) with an address of 5435 N. Garland Ave., Suite 140274, Garland, Texas 75040 and is dated February 25<sup>th</sup> 2026:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the “**Services**” outlined in **Exhibit A**. 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 for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. 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.
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Notwithstanding the immediately preceding sentence, the District shall give the Contractor a reasonable amount of time to perform said repairs if the materials required are not available in time for the Contractor to complete such repairs within a 24-hour period. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed in writing by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. 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. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. The District, and its staff and Board Supervisors, shall be considered Additional Insureds under the insurance set forth in **Exhibit B**.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 14 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **PUBLIC RECORDS.** 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*.
10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
12. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly

violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

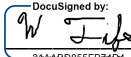
13. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

14. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.


*[Signature blocks on the following page]*

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**VERANO 3 CDD**

DocuSigned by:  
  
By: William Fife  
Its: Chair

**FLORIDA IRRIGATION SERVICE d/b/a PRECISION GARDENS INC.**

Signed by:  
  
By: Joe Murray  
Its: General Manager

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

**Exhibit A: Proposal**



**Florida Irrigation Service**

5472 NW St James Dr. Unit 105, Port St Lucie, FL 34983, United States  
Phone: (772) 267-7406

# Drainage Proposal 2

**Contact:**

Dmitriy Gulyamov

**Property Address:**

Verano #3 CDD  
12600 SW Roma Circle  
Port St Lucie, FL 34987

**Estimate:** 383

**Date:** 10/9/2025

**Billing Address:**

Verano #3 CDD  
12600 SW Roma Circle  
Port St Lucie, FL 34987

---

**Notes:** Proposal to install drainage systems along sidewalk between pool, playground and tennis courts to include:

Location 1

1- 9" NDS square catch basin w/ green grate  
6' 4" ADS single wall corrugated drainage pipe  
Ties into existing catch basin

Location 2

4- 9" NDS square catch basin w/ green grates  
107' 4" ADS single wall corrugated drainage pipe  
Ties into existing catch basin

Location 3

2- 9" NDS square catch basin w/ green grates  
42' 4" ADS single wall corrugated drainage pipe  
Ties into existing catch basin

Location 4

1- 9" NDS square catch basin w/ green grate  
69' 4" ADS single wall corrugated drainage pipe  
Ties into existing catch basin

Location 5

2- 9" NDS square catch basin w/ green grate  
49' 4" ADS single wall corrugated drainage pipe  
Outfall to lake

1 year warranty on materials and workmanship  
New catch basins to be located 1/4" below and against existing sidewalk

# of Visits	Description
1	Drainage Install

---

**Total: \$4,309.70**

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_



**Florida Irrigation Service**

5472 NW St James Dr. Unit 105, Port St Lucie, FL 34983, United States  
Phone: (772) 267-7406

# Lift Station French Drain

**Contact:**

Dmitriy Gulyamov

**Property Address:**

Verano #3 CDD  
12600 SW Roma Circle  
Port St Lucie, FL 34987

**Estimate:** 394

**Date:** 10/23/2025

**Billing Address:**

Verano #3 CDD  
5385 N. Nob Hill Road,  
Sunrise, Florida 33351

**Notes:** Proposal to install a French drain around lift station located at SE Roma Way near SW Rosato Way to include:

- 170' - NDS EZflow Engineered French Drain 7 in. Dia. w/ 3 in. Slotted Pipe Centered
- 2- ADS HDPE Corrugated External Snap End Cap Black 4"
- 3- ADS HDPE Corrugated External Snap 90 Degree Elbow Black 4"
- 1- ADS HDPE Corrugated External Snap Tee Black 4"
- 1- NDS Square Catch Basin Kit Green With Grate, 2 Outlets & Plug 12"
- 92- CF #57 granite stone

1 year warranty on materials and workmanship  
System outfall to be located next to curb and catch basin west of lift station on Rosato Way

FIS to call 811 for cable locations 3 days prior to installation  
FIS is not liable for repairs of unmarked private utilities

# of Visits	Description
1	Drainage Install

**Total: \$5,399.64**

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_



**Florida Irrigation Service**

5472 NW St James Dr. Unit 105, Port St Lucie, FL 34983, United States  
Phone: (772) 267-7406

# French Drain Installation (Various Locations)

**Contact:**

Dmitriy Gulyamov

**Property Address:**

Verano #3 CDD  
12600 SW Roma Circle  
Port St Lucie, FL 34987

**Estimate:** 395

**Date:** 10/23/2025

**Billing Address:**

Verano #3 CDD  
5385 N. Nob Hill Road,  
Sunrise, Florida 33351

---

**Notes:** Proposal to install French drain systems 8 locations of 100' each to include:

- 800 - NDS EZflow Engineered French Drain 7 in. Dia. w/ 3 in. Slotted Pipe Centered
- 8- ADS HDPE Corrugated External Snap End Cap Black 4"
- 72- NDS EZflow Corrugated Pipe Internal Coupling 3"
- 440- CF #57 granite stone

- 1 year warranty on materials and workmanship
- Systems tie into existing catch basins
- Areas of coverage as per map provided by owners representative

Additional footage of EZ French drain installed @ \$31.76 per foot

- FIS to call 811 for cable locations 3 days prior to installation
- FIS is not liable for repairs of unmarked private utilities

# of Visits	Description
1	Drainage Install

**Total: \$25,408.00**

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_

**Exhibit B: Certificate of Insurance**

**PURCHASE ORDER FOR STREET SIGNS**  
**(AND INSTALLATION AGREEMENT)**  
**VERANO 3 COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Verano 3 Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, <i>Florida Statutes</i>	Seller:	OnSight Industries, LLC, a Delaware Limited Liability Company licensed to conduct business in the state of Florida
Address:	c/o GMS 5385 N. Nob Hill Road Sunrise, FL 33351	Address:	OnSight Industries, LLC 900 Central Park Drive, Sanford, FL 32771
Phone:	954-658-4900	Phone:	1.866.7446

"Project"			
Name:	Verano 3 Street Signs	Contract Date:	
Address:	St. Lucie County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**, and for the purpose of Seller distributing and installing the Goods (together, "**Services**").

**Schedule** – The Goods shall be delivered within 90 days from the date of this Order, and shall be installed promptly upon delivery.

**Tax-Exempt Price** – \$ 28,977.05

**Certificate of Exemption #** \_\_\_\_\_


**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods and provide the Services as described herein and comply fully with the terms and conditions hereof.

**VERANO 3 COMMUNITY DEVELOPMENT DISTRICT**

**ONSIGHT INDUSTRIES, LLC**

Owner

Seller

By:   
DocuSigned by:  
21AAB935587AD4  
 Name: William Fife

By:   
Signed by:  
3627703823E04AB  
 Name: Steve Tucker

Title: Board Chair

Title: Chief Financial Officer

Date Executed: 2026-04-02

Date Executed: 2026-04-02

**EXHIBIT A:** Proposal with Specifications, including Wind Rating

**EXHIBIT B:** Terms and Conditions

**EXHIBIT C:** Insurance Certificate & Endorsements



# PROPOSAL

## W000408910

OnSight Industries, LLC  
 900 Central Park Dr  
 Sanford FL 32771

Written By: GENE SANDERFIELD

Date: 1/26/2026

Proposal: W000408910

**Bill To:**

VERANO 3 CDD  
 5385 N. NOB HILL ROAD  
 SUNRISE FL 33351  
 USA

**Location:**

CENTRAL PARK  
 12600 SW ROMA CIRCLE  
 PORT ST LUCIE FL 33351  
 USA

Project Name: DECORATIVE STREET SIGNS

Line	Item	U/M	Unit Price	Qty	Net Amount
2	LABOR/INSTALL ORLANDO LOCAL 45+ LABOR / INSTALLATION INSTALL ORLANDO LOCAL 45+ ESTIMATED INSTALL ACTUAL TBD	EA	6,600.00	1.000	6,600.00
3	ITEM-STREET SIGNAGE-M001819 (A)(C)(E)(F)(G)(H)(J)(K)(L)(M) DUAL STREET BLADE/STOP COMBO	EA	1,357.15	10.000	13,571.50
4	ITEM-STREET SIGNAGE-M001819 (B)(D)(I) STOP SIGNS	EA	708.55	4.000	2,834.20
5	ITEM-STREET SIGNAGE-M001819 (O) DEAD END SIGN	EA	773.15	1.000	773.15
6	ITEM-STREET SIGNAGE-M001819 (SL) SPEED LIMIT 25MPH SIGNS	EA	742.60	7.000	5,198.20
7	ITEM-SIGNAGE / DISPLAY-M001088 SIGNAGE / DISPLAY ORACAL VINYL MEDIA ONLY STICKER 3MIL LAM 16" MAX 3IN X 3.25IN DOT WARNING DECALS	E2	0.00	13.000	0.00

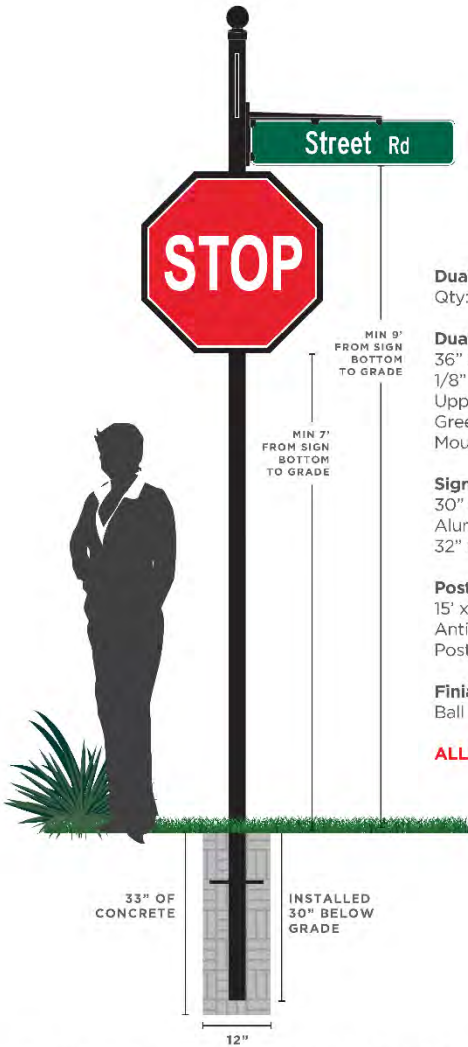


# PROPOSAL

## W000408910

Line	Item	U/M	Unit Price	Qty	Net Amount
------	------	-----	------------	-----	------------

Pre-Tax Total:	28,977.05
Sales Tax:	2,028.39
<b>Total:</b>	<b>31,005.44</b>



**Dual Street Blade/Stop Combo**  
Qty: 1

**Dual Street Blades**  
36" x 8" D/S Blades (2 D/S Blades per Post)  
1/8" Thick Alum - HI Reflective Vinyl  
Upper/Lowercase, C Series Typeface  
Green Sign w/ White Lettering  
Mounted: Metro Wing Bracket Painted

**Sign w/Backer**  
30" x 30" (R1-1) Stop Sign  
Alum .080 - HI Reflective Vinyl  
32" x 32" .080 Alum. Backer Painted

**Post**  
15" x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**  
Ball Finial Painted

**ALL HARDWARE PAINTED**



PAINT  
Black  
(Gloss)



wo.408910 v.11.05.25

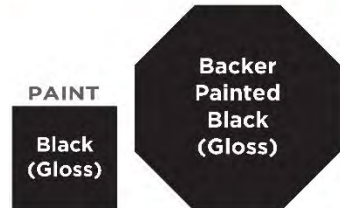
Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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C. GOSNELL

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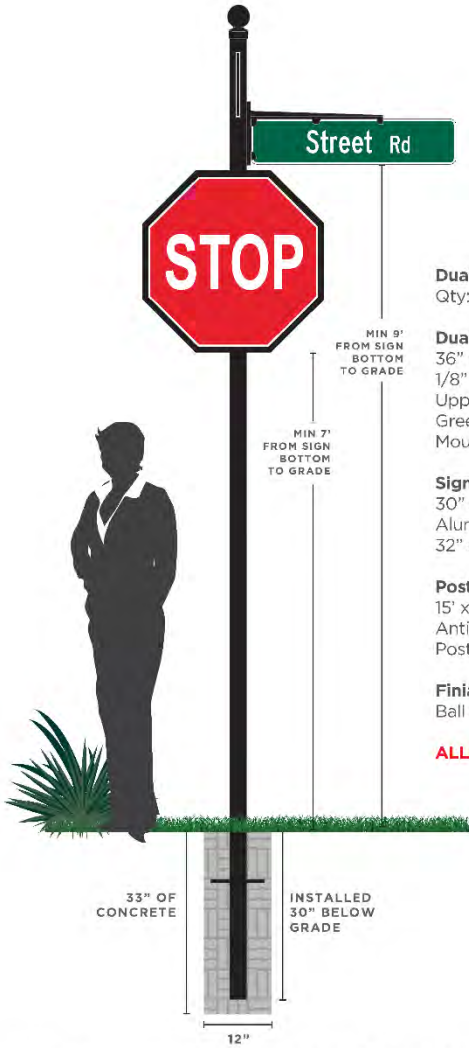
Verano 3 CDD - Central Park

Stop Sign



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**Dual Street Blade/Stop Combo**  
Qty: 1

**Dual Street Blades**  
36" x 8" D/S Blades (2 D/S Blades per Post)  
1/8" Thick Alum - HI Reflective Vinyl  
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Mounted: Metro Wing Bracket Painted

**Sign w/Backer**  
30" x 30" (R1-1) Stop Sign  
Alum .080 - HI Reflective Vinyl  
32" x 32" .080 Alum. Backer Painted

**Post**  
15" x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**  
Ball Finial Painted

**ALL HARDWARE PAINTED**



PAINT  
Black  
(Gloss)



wo.408910 v.11.05.25

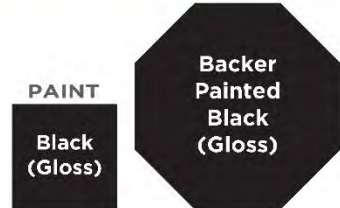
Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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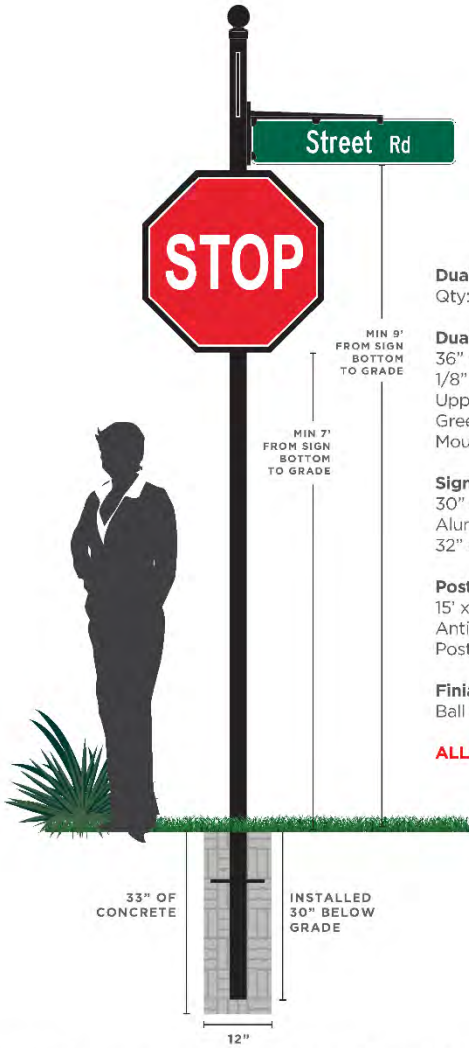
Verano 3 CDD - Central Park

Stop Sign



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Mounted: Metro Wing Bracket Painted

**Sign w/Backer**  
30" x 30" (R1-1) Stop Sign  
Alum .080 - HI Reflective Vinyl  
32" x 32" .080 Alum. Backer Painted

**Post**  
15' x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**  
Ball Finial Painted

**ALL HARDWARE PAINTED**



PAINT  
Black  
(Gloss)



wo.408910 v.11.05.25

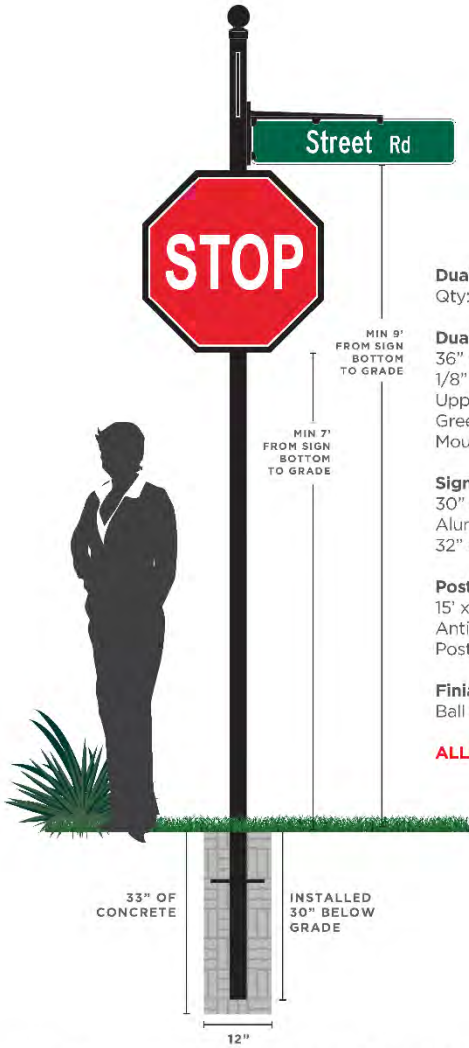
Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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**Post**  
15' x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**  
Ball Finial Painted

**ALL HARDWARE PAINTED**



PAINT  
Black  
(Gloss)



wo.408910 v.11.05.25

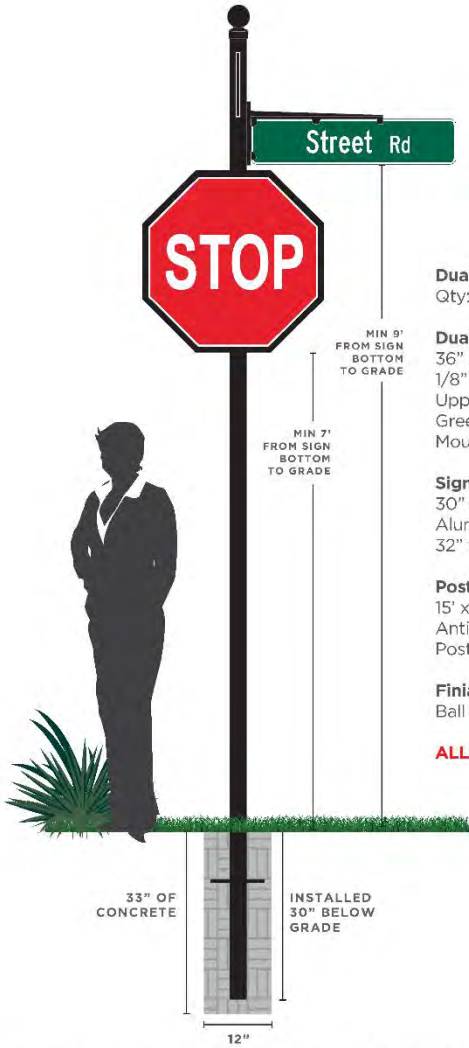
Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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**Dual Street Blade/Stop Combo**  
Qty: 1

**Dual Street Blades**  
36" x 8" D/S Blades (2 D/S Blades per Post)  
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15' x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**  
Ball Finial Painted

**ALL HARDWARE PAINTED**



PAINT  
Black  
(Gloss)



w0.408910 v.11.05.25

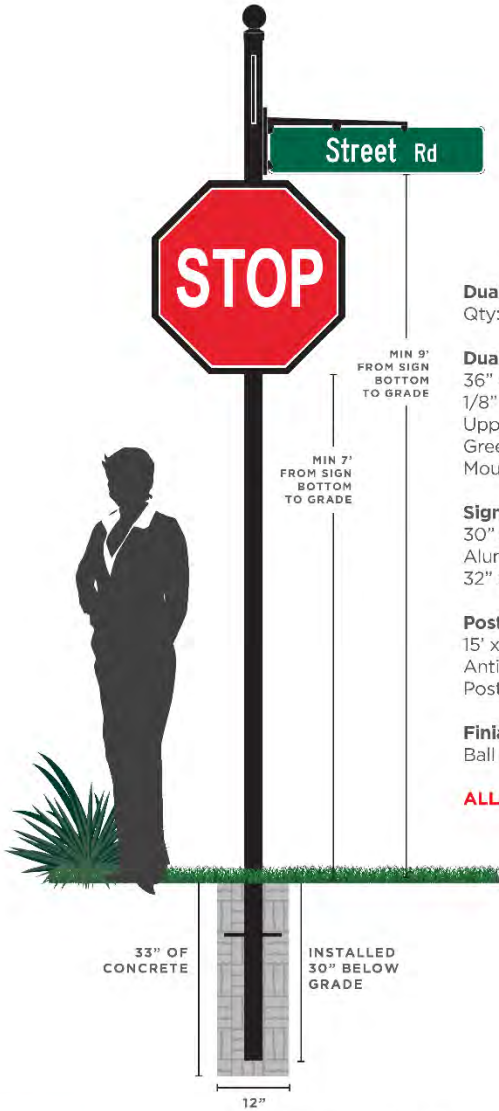
Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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**Dual Street Blade/Stop Combo**  
Qty: 2

**Dual Street Blades**  
36" x 8" D/S Blades (2 D/S Blades per Post)  
1/8" Thick Alum - HI Reflective Vinyl  
Upper/Lowercase, C Series Typeface  
Green Sign w/ White Lettering  
Mounted: Metro Wing Bracket Painted

**Sign w/Backer**  
30" x 30" (R1-1) Stop Sign  
Alum .080 - HI Reflective Vinyl  
32" x 32" .080 Alum. Backer Painted

**Post**  
15' x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**  
Ball Finial Painted

**ALL HARDWARE PAINTED**



wo.408910 v.11.05.25

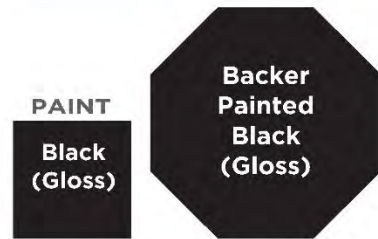
Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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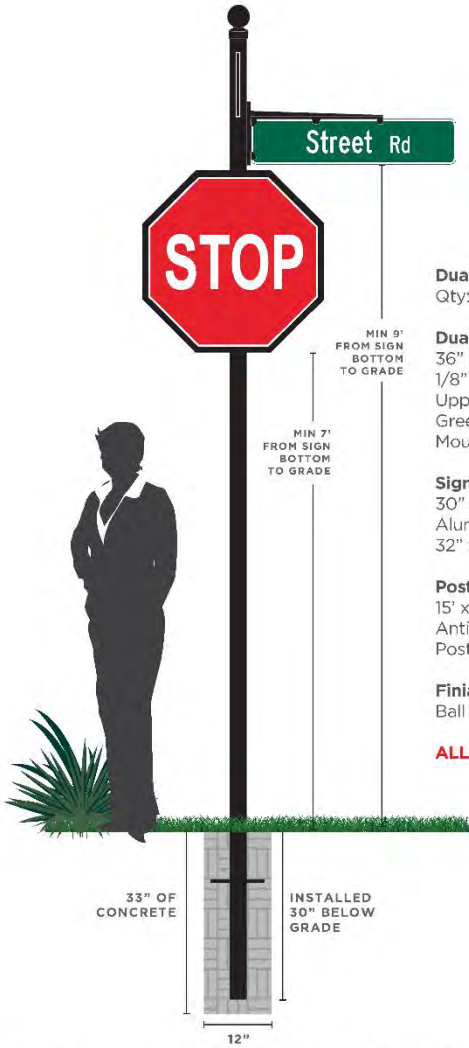
Verano 3 CDD - Central Park

Stop Signs



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**Dual Street Blade/Stop Combo**  
Qty: 1

**Dual Street Blades**  
36" x 8" D/S Blades (2 D/S Blades per Post)  
1/8" Thick Alum - HI Reflective Vinyl  
Upper/Lowercase, C Series Typeface  
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Mounted: Metro Wing Bracket Painted

**Sign w/Backer**  
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32" x 32" .080 Alum. Backer Painted

**Post**  
15' x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**  
Ball Finial Painted

**ALL HARDWARE PAINTED**



PAINT  
Black  
(Gloss)



wo.408910 v.11.05.25

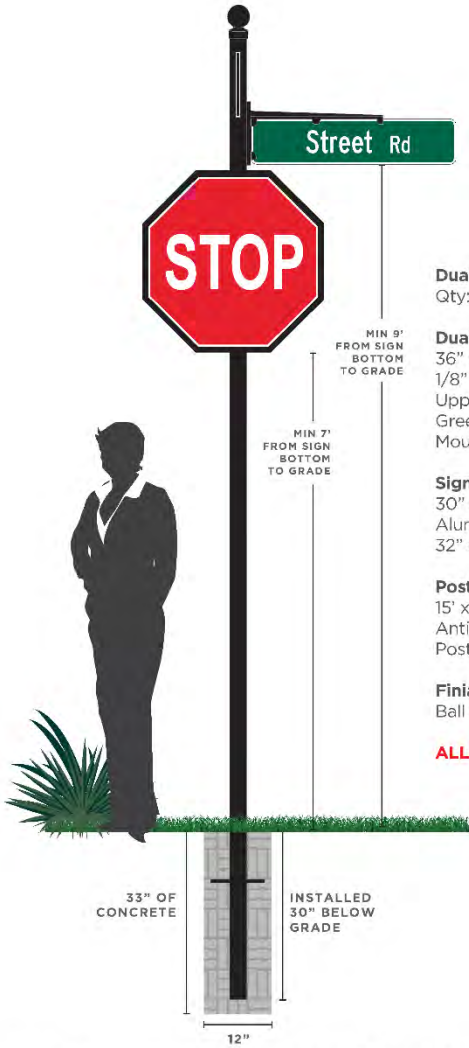
Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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Qty: 1

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Upper/Lowercase, C Series Typeface  
Green Sign w/ White Lettering  
Mounted: Metro Wing Bracket Painted

**Sign w/Backer**  
30" x 30" (R1-1) Stop Sign  
Alum .080 - HI Reflective Vinyl  
32" x 32" .080 Alum. Backer Painted

**Post**  
15' x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**  
Ball Finial Painted

**ALL HARDWARE PAINTED**



PAINT  
Black  
(Gloss)



Backer  
Painted  
Black  
(Gloss)

wo.408910 v.11.05.25

Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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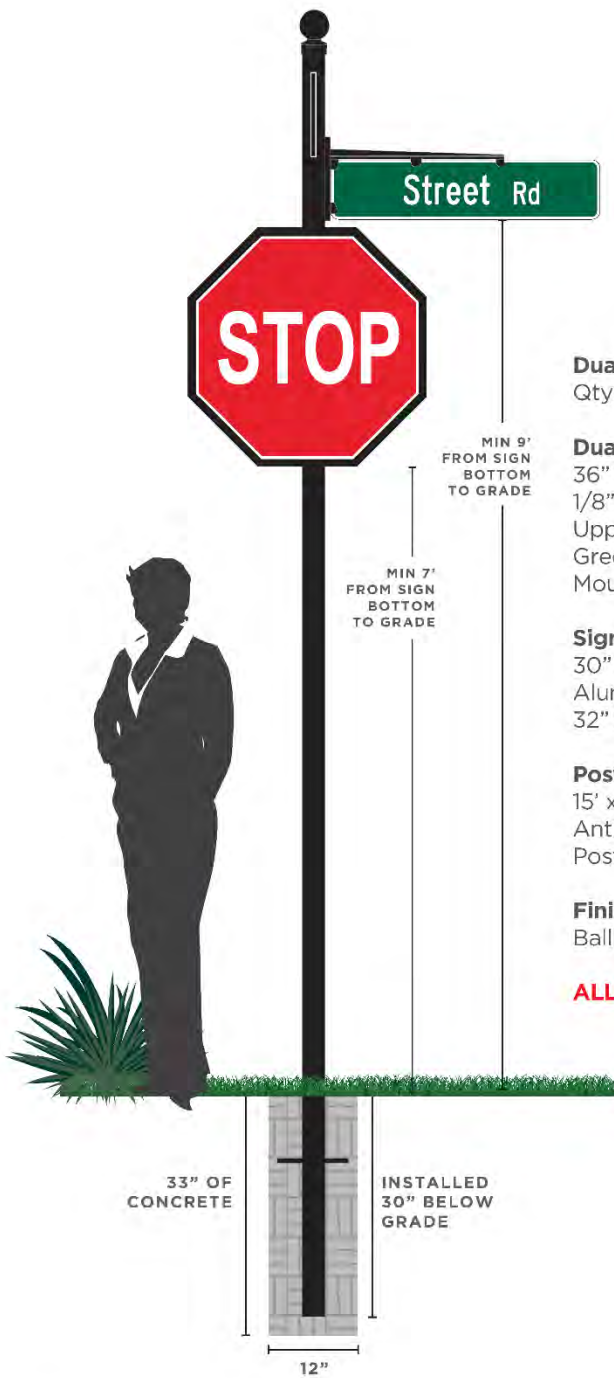
Verano 3 CDD - Central Park

Map



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**Dual Street Blade/Stop Combo**

Qty: 2

**Dual Street Blades**

36" x 8" D/S Blades (2 D/S Blades per Post)  
1/8" Thick Alum - HI Reflective Vinyl  
Upper/Lowercase, C Series Typeface  
Green Sign w/ White Lettering  
Mounted: Metro Wing Bracket Painted

**Sign w/Backer**

30" x 30" (R1-1) Stop Sign  
Alum .080 - HI Reflective Vinyl  
32" x 32" .080 Alum. Backer Painted

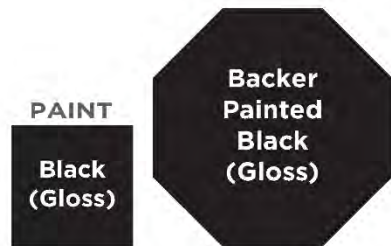
**Post**

15' x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**

Ball Finial Painted

**ALL HARDWARE PAINTED**



wo.408910 v.01.23.26

Verano 3 CDD - Central Park

Dual Street Blade/Stop Combo



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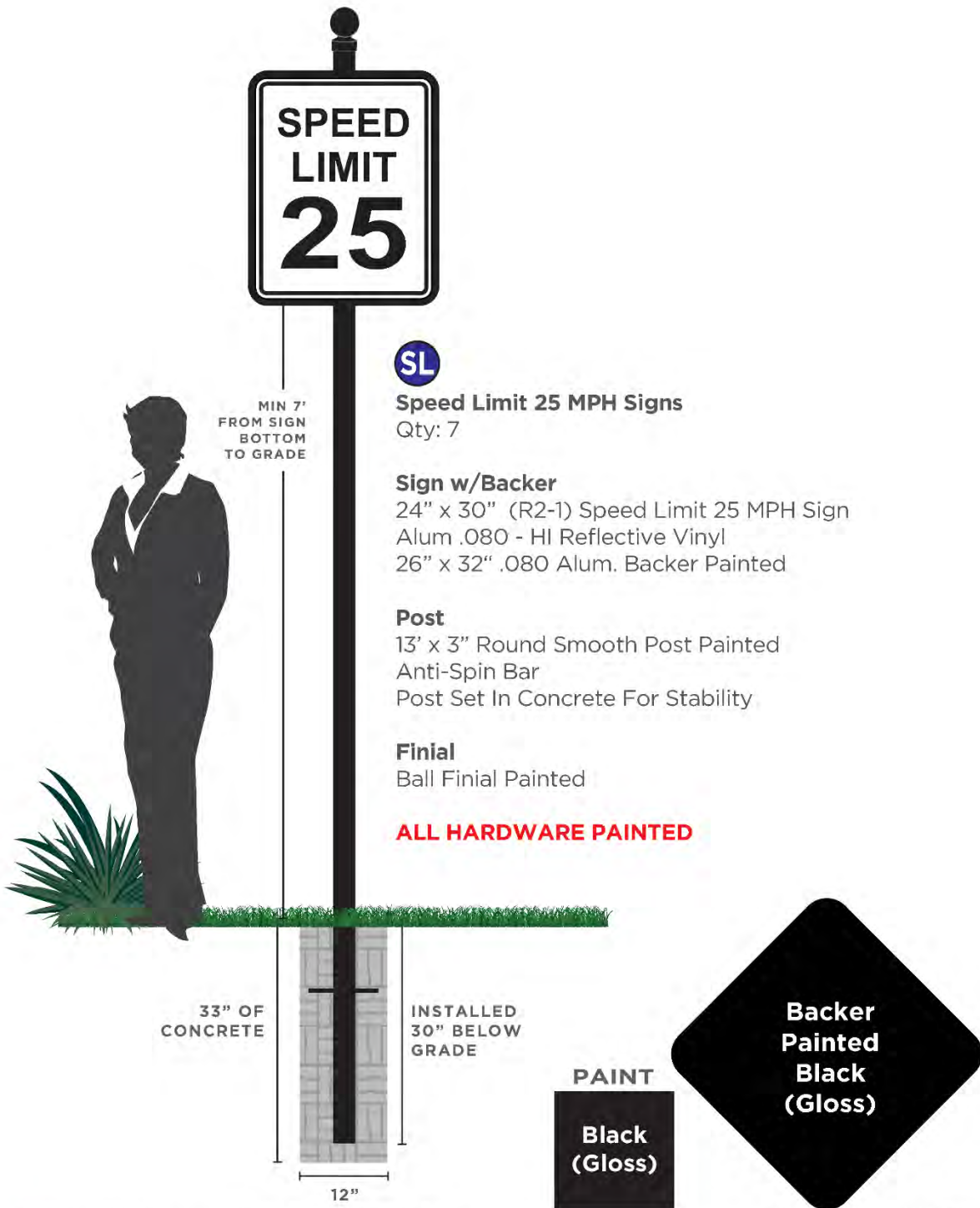
Verano 3 CDD - Central Park

Dead End Sign



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**Speed Limit 25 MPH Signs**

Qty: 7

**Sign w/Backer**

24" x 30" (R2-1) Speed Limit 25 MPH Sign  
Alum .080 - HI Reflective Vinyl  
26" x 32" .080 Alum. Backer Painted

**Post**

13' x 3" Round Smooth Post Painted  
Anti-Spin Bar  
Post Set In Concrete For Stability

**Finial**

Ball Finial Painted

**ALL HARDWARE PAINTED**

33" OF  
CONCRETE

INSTALLED  
30" BELOW  
GRADE

12"

PAINT

Black  
(Gloss)

Backer  
Painted  
Black  
(Gloss)

wo.408910 v.01.23.26

Verano 3 CDD - Central Park

Speed Limit 25 MPH Signs



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**NOTE: The street signs shall have a wind rating equal to at least that required by the Florida Building Code for Risk Category II in St. Lucie County, Florida (i.e., at least 165+ mph) as designated in Section 1609 of the Florida Building Code and depicted in Figure 1609.3(1) thereof;  
[https://codes.iccsafe.org/content/FLBC2023P2/chapter-16-structural-design#FLBC2023P2\\_Ch16\\_Sec1609](https://codes.iccsafe.org/content/FLBC2023P2/chapter-16-structural-design#FLBC2023P2_Ch16_Sec1609)**

EXHIBIT A



wo.408910 v.01.23.26

Verano 3 CDD - Central Park

Map



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**WARNING**  
SIGN THEFT OR VANDALISM PUNISHABLE  
BY \$500 FINE 60 DAYS OR BOTH  
FLORIDA STATUTES CHAPTERS  
316.0775 & 316.655

DATE OF FABRICATION												
MONTH	1	2	3	4	5	6	7	8	9	10	11	12
YEAR	18	19	20	21	22	23	24	25	26	27	28	29
SHEETING MFG.		<b>3M AVERY</b>						SHEETING TYPE				
		<b>FDOT</b>						<b>EG HI DG</b>				
MONTH	1	2	3	4	5	6	7	8	9	10	11	12
	DAY	13	14	15	16	17	18	19	20	21	22	23
YEAR	18	19	20	21	22	23	24	25	26	27	28	29
	DATE OF INSTALLATION											

**ONSIGHT** INDUSTRIES  
DAMAGED/MISSING SIGNS  
CALL 407-830-8861

**DOT Warning Decal**  
Qty: 13  
3"x3.25"  
Digital Print (Oracal) w/Gloss Lam  
Media Only

\*INSTALLED ON THE BACKS  
OF ALL FINISHED STREET SIGNS

ALL DATES TO BE PUNCHED  
OUT OF DECAL

wo.408910 v.11.05.25

Verano 3 CDD - Central Park

DOT Warning Decal



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C. GOSNELL

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**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **DISTRIBUTION AND INSTALLATION.** Seller shall be responsible for manufacturing, distributing and installing the Goods in and workmanlike manner, using reasonable care, and according to the terms of this Order, including but not limited to the scope of work described in **Exhibit A**.
2. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce, deliver, and install the Goods.
3. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced, delivered and installed within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order.
4. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are (i) delivered at the Project site, (ii) accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance, and (iii) installed by Seller.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
5. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2025). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
6. **WARRANTY.** Seller represents that it is the manufacturer of the Goods described in this Order and warrants that all Goods furnished under the Order shall be new and of good quality, free from faults and defects, fit for their ordinary purpose, consistent with the specifications set forth in Exhibit A to the Order, and meet all state, federal and local code requirements for residential street lights, including all applicable wind load and wind ratings for Category II as set forth in the Florida Building Code and all other relevant authorities. Buyer, and/or its assignees under the Order, shall have the right to enforce all such warranties directly against Seller, and for all remedies available in law or equity. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
7. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
8. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Taylor Morrison of Florida, Inc. and their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
9. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below and provide proof of same at time of contract and upon request by the District:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$2,000,000. Such insurance shall include coverage for contractual liability and name Owner as an additional insured.

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TERMS AND CONDITIONS**

- b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
- c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
10. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
11. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.
12. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
13. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
14. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
15. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
16. **PERMITS AND LICENSES.** The parties have confirmed that no permits or approvals are necessary for the installation of the lights at the Owner's site.
17. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
18. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
19. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
20. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
21. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
22. **SCRUTINIZED COMPANIES.** Supplier certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and Seller shall immediately notify Owner in the event Seller's status changes.
23. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
24. **PUBLIC RECORDS.** Seller acknowledges that this Order and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
25. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Order to the contrary, the entire contract between the parties shall consist of the Purchase Order and its Exhibits A through C.
26. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the

**EXHIBIT B  
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Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

28. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(14), Florida Statutes, is attached to this Exhibit as Attachment # 1.

29. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement: Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities; Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities; Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies; Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited. Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws. Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

30. FOREIGN COUNTRIES OF CONCERN. Pursuant to Section 287.138, Florida Statutes, the District cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Contractor, is attached to this Exhibit as Attachment # 2.

**EXHIBIT B  
TERMS AND CONDITIONS**

**Attachment #1: Anti-Human Trafficking Affidavit**

***DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the District, must have an officer or representative fully execute this affidavit. This is a mandatory requirement of s 787.06(14), Florida Statutes.***

I \_\_\_\_\_ (insert name) as \_\_\_\_\_ (insert title) on behalf of \_\_\_\_\_ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. \_\_\_\_\_ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, \_\_\_\_\_ (insert entity name) does not participate in any of the following actions:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Nongovernmental entity: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me \_\_\_\_ in person or \_\_\_\_ remote notarization by \_\_\_\_\_ as \_\_\_\_\_ on behalf of \_\_\_\_\_, who is personally known to me or who produced \_\_\_\_\_ as identification this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notary Seal)

Notary Public

**EXHIBIT B  
TERMS AND CONDITIONS**

**Attachment #2: Foreign Country of Concern Affidavit**

***DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the District, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of Section 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.***

I \_\_\_\_\_ (insert name) as \_\_\_\_\_ (insert title) on behalf of \_\_\_\_\_ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that \_\_\_\_\_ (insert entity name) ("Vendor"):
  - a. Is not owned by the government of a foreign country of concern;
  - b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
  - c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
 Printed Name:  
 Title: \_\_\_\_\_  
 Nongovernmental entity: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me \_\_\_\_ in person or \_\_\_\_ remote notarization by \_\_\_\_\_ as \_\_\_\_\_ on behalf of \_\_\_\_\_, who is personally known to me or who produced \_\_\_\_\_ as identification this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

(Notary Seal)

**EXHIBIT C**  
**Insurance Certificates & Endorsements**

**AGREEMENT FOR  
MOSQUITO MANAGEMENT SERVICES**

**THIS AGREEMENT (“Agreement”)** is made, and entered into, by and between:

**VERANO 3 COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 5385 N/ Nob Hill Road, Sunrise, Florida 33351 (“**District**”), and

**CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**, an Illinois corporation, with a mailing address of 675 Sidwell Court, Saint Charles, IL 60174 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

**WHEREAS**, the District owns, operates and maintains several improvements located throughout the boundaries of the District (“**Facilities**”); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide mosquito control and treatment services for the District, as outlined in **Exhibit A** (“**Services**”); and

**WHEREAS**, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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

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

**2. SERVICES.** The Contractor agrees to provide the Services outlined in **Exhibit A**. 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. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Facilities are being operated in a manner consistent with applicable permits and approvals, if any. 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. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

*Additional Work.* 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. 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.

**3. TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

**4. COMPENSATION; PAYMENT.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. 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.

**5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**6. COMPLIANCE WITH LAW.** In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

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

**8. ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

**9. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of

such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

**10. TERMINATION.** The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

**11. INSURANCE.** Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**12. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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

**14. ATTORNEY'S FEES.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**15. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

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

**17. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. 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 Contractor may deliver Notice on behalf of the District and 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.

**18. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and 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 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 Contractor and their respective representatives, successors, and assigns.

**19. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**20. CONTROLLING LAW; 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. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O GOVERNMENTAL MANAGEMENT SERVICES, 5385 N. NOB HILL ROAD, SUNRISE, FLORIDA 33351; 954-721-8681 (PHONE); AHPHILIPPI@GMSSF.COM (EMAIL).**

**22. 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.

**23. HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**24. NEGOTIATIONS AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**25. LIMITATIONS ON 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 or law, 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.

**26. SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law,

including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

**28. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

**29. CONFLICTS.** In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

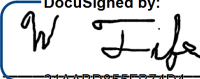
**30. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

**31. E-SIGNATURE; COUNTERPARTS.** This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**VERANO 3 COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
  
21AABD855FB74D4...  
By: William Fife  
Its: Chair  
Date: 2026-02-25

**CLARKE ENVIRONMENTAL MOSQUITO  
MANAGEMENT, INC.**

Signed by:  
  
7251FE368F5F4BC...  
By: Darrel Bagiotti  
Its: Control Consultant  
Date: 2026-02-25

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

**EXHIBIT A:**

**Proposal Price**

**Clarke Environmental Mosquito Management, Inc.  
Professional Services Outline for 2025-26  
Verano 3 CDD  
Environmental Mosquito Management (EMM) Program**

**A. Part I. General Service**

- A. Computer System and Record-Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response – (800) 443-2034
- D. Comprehensive Insurance Coverage naming Verano 3 CDD additionally insured
- E. Program Consulting and Quality Control Staff
- F. Regulatory compliance on local, state, and federal levels

**B. Part II. Larval Control- Mosquito Control- October Treatment**

- 1. **One (1) Larvicide Storm Drain Treatment-** Clarke will provide one (1) Natular XRT larvicide treatment in up to 60 storm drains within the Verano 3 CDD-mapped out area. The treatment lasts up to 180 days of control during Florida's dry season.

**C. Part III. Adult Control- Mosquito Control- April- November**

- A. **Twice (2) a Month ULV Treatments** – Prescription Adult Control will be performed with Duet® and/or equivalent.
  - 1. **Adult Control- Truck ULV Treatments:** ATV ULV adulticide applications will be performed with Duet® and/ or equivalent. The program provides applications twice a month for 8 months around the paved roads within the boundary map identified below. We will treat up to 8 miles per treatment.
  - 2. **Adult Control- UTV ULV Treatments:** UTV ULV adulticide applications will be performed with Duet® and/ or equivalent. The program provides applications twice a month for 8 months around the communities easements around the stormwater ponds to target mosquitoes in homeowner backyards within the boundary map identified below. We will treat up to 8 miles per treatment.

**EMM Payment Total Cost for Parts I, II, & III                      \$3,696.50 / month**

- 1. Notification of community contact.
- 2. Weather limit monitoring and compliance.
- 3. ULV particle size evaluation.
- 4. Insecticide dosage and quality control analysis

**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**EXHIBIT B:**

Verano CDD

From: Brandon Ulmer, PE

Date April 22, 2026

Lake Erosion Field Report Site visit: April 13, 2026 (prior to regular CDD meeting)

Attendees: Mr. Frank Duci, [Office Representative(s)]

Scope: Inspect and document localized lake-edge washouts and erosion-prone discharge locations; provide findings and prioritized corrective recommendations for each affected lake area. Photographs referenced: Photo A, Photo B, Photo C.



Photo A

Photo B

Photo C

**Summary** Several isolated but recurring lake-edge washouts were observed. Washouts exceeding a 12-inch vertical drop require immediate repair to stop further loss of bank material and to protect adjacent property and stormwater systems. The pattern indicates concentrated point-source discharges (roof drains) and sheet-flow channeling from berms/open spaces are primary causes. Repairs should be completed on a lake-by-lake basis, prioritized by severity and risk to infrastructure or property.

**Field Observations (by photo/location)**

- Photo A: Concentrated channeling from a berm/open space into the lake. Evident scouring and exposed soil; existing vegetation patchy. Flow path directs runoff to a small, vertically undermined edge.

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- Photo B: Multiple shallow channels converging toward a single low point at the lake edge; sod sloughing and localized undercutting present.
- Photo C: Roof-drain discharge area with a focused scour hole at the outlet; drop-off exceeds 12". Nearby turf destabilized; minimal root reinforcement visible.

## Additional patterns noted

- Roof-drain outlets between specific lots are repeatedly creating point-source, high-velocity flows that erode the bank.
- Berms and open green spaces in several locations act as flow concentrators, forming defined rills/trenches that route runoff directly to the lake.
- Vegetative cover in many areas is insufficient to prevent concentrated flow erosion during moderate to heavy rain events.

## Immediate actions (within 30 days)

- Repair all washouts with vertical drop >12": place fill, install separation/geotextile fabric, re-sod and stake sod in place. Install temporary silt fence downslope of repairs until sod is fully established (recommended minimum 4–6 weeks under normal growing conditions).
- Temporarily divert concentrated flows away from exposed edges during repairs (sandbag checks or temporary energy dissipators at drain outlets).

## Recommendations (options, with steps & expected outcomes) Option 1 — Standard reconstruction (short-term, low cost)

- Scope: Reconstruct eroded areas with compacted fill, non-woven geotextile fabric, topsoil, and sod.
- Steps: Excavate unstable soil to stable subgrade; place geotextile fabric; install compacted structural fill; cap with 4–6" topsoil; install sod, peg/staple sod at edges; install silt fence until full turf establishment.
- Outcome: Restores function and appearance; moderate durability if concentrated flows are controlled.

## Option 2 — Roof-drain outlet extension (source-control)

- Scope: Extend problematic roof-drain downspouts to the lake edge using buried PVC pipes or rigid conduit, terminating at a stabilized outlet near the lake.

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- Steps: Survey and document each impacted drain; install buried PVC to discharge at lake edge; at outlet, install riprap pad or energy-dissipating stone apron (and/or geotextile underlayer) to reduce velocity; reconstruct bank as Option 1.
- Outcome: Eliminates concentrated point-source erosion upslope; reduces recurrence and frequency of repairs. Moderate cost, higher durability.

## Option 3 — Sheet-flow conversion with berms/level spreaders (hydrologic regrading)

- Scope: Construct small berms, level spreaders, or shallow swales to convert concentrated channel flow to uniform sheet flow across a vegetated buffer before reaching the lake.
- Steps: Identify flow paths; install low-profile earthen berms, graded transition pads, or vegetated level spreaders; revegetate with native deep-rooting grasses; construct backup stone check dams where needed; reconstruct bank as needed.
- Outcome: Reduces flow velocity and erosive potential; promotes infiltration and sediment deposition. Best for areas with sufficient buffer width; may require occasional maintenance.

## Option 4 — Geotextile/engineered stabilization trial (site-specific)

- Scope: Pilot use of erosion-control products (coir rolls, engineered turf reinforcement mats (TRMs), articulated concrete mats, or biodegradable geogrids) in selected problem sites to assess feasibility and cost-effectiveness.
- Steps: Select 2–3 representative sites (varying slope, flow intensity); install different products per manufacturer specs; monitor for one full wet season; document performance, establishment times, and maintenance needs.
- Outcome: Provides data to guide product selection for long-term stabilization at similar sites; may reduce long-term maintenance if successful.

## Prioritization & implementation plan

- Priority 1 (Immediate): All locations with >12" vertical washout (stabilize now). Photo C and similar drains.
- Priority 2 (Short-term, 1–3 months): Locations with active channel formation from berms/open spaces (Photos A & B). Implement Options 1 + 2 or Option 3 depending on site constraints.

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- Priority 3 (3–12 months): Trial and evaluate geotextile/engineered solutions (Option 4) on representative sites; incorporate findings into larger rehabilitation plans.

## Materials & typical specifications

- Geotextile: Non-woven, puncture-resistant separation fabric (minimum 6 oz/yd<sup>2</sup> or manufacturer equivalent).
- Sod/topsoil: 4–6" screened topsoil cap; sod installed immediately and pegged/staked at seams and edges.
- Fill: Compacted structural fill to stable subgrade; avoid uncompacted organic matter.
- Outlet stabilization: 6–12" diameter PVC for drain extensions; riprap (graded stone apron) sized per expected flow energy; stone underlain with geotextile.
- Temporary controls: Silt fence (staked), sediment logs or wattles, sandbags for temporary diversion.
- Vegetation: Native, deep-rooted grasses and lake-appropriate emergent planting in toe zones where feasible.

## Estimated maintenance & monitoring

- Inspect repaired sites after each significant storm for 30–60 days; then monthly for first year.
- Replace/repair any silt fence or sod failures within 7 days of discovery.
- Re-seed or re-sod thin areas in first growing season.
- Evaluate roof-drain extensions annually and after major storms; clear any blockages.

## Cost considerations (order-of-magnitude)

- Option 1: Low-to-moderate unit cost per site (materials + labor for fill, fabric, sod, silt fence).
- Option 2: Moderate cost (pipe installation + outlet stabilization) but reduces recurring repair frequency.
- Option 3: Moderate cost (earthworks + revegetation), depends on volume of grading.

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- Option 4: Variable—initial pilot costs higher per linear foot, but potential long-term savings if products perform well. (Provide contractor quotes for accurate budgeting.)

## Safety & regulatory notes

- Work within the lake buffer may require permitting (city/county or state environmental agencies). Confirm jurisdictional requirements and wetland permits prior to in-water work.
- Minimize turbidity during construction; use silt barriers and schedule work during low-flow periods where possible.
- Ensure safe access for equipment and protect adjacent private property and utilities.

## Recommended next steps

1. Prioritize immediate repairs for all >12" washouts (contractor mobilization recommended within 14 days).
2. Inventory and map all roof-drain discharge locations and high-risk berm/channel paths; produce a site-specific plan for each lake.
3. Select approach per site: Option 2 where concentrated drains exist; Option 3 where regrading/level spreaders are practical; Option 1 for standard reconstruction; pilot Option 4 in 2–3 varied locations.
4. Obtain necessary permits and solicit competitive contractor estimates for prioritized repairs and drainage modifications.
5. Implement repairs and establish a monitoring schedule for the first 12 months; record outcomes to inform future, larger-scale projects.

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## Suggested Repair methods for First Priority Items:

Project: Immediate stabilization of lake-edge washouts (>12" vertical drop) Site visit: April 13, 2026 Mobilization window: Within 14 days of award

Repair Scope (work to be completed at each identified washout)

### 1. Site preparation

- Flag limits of work and protect adjacent property, turf, utilities. Install temporary construction entrance if required.
- Install turbidity/silt controls downslope of work area (staked silt fence and/or sediment logs) prior to any excavation.

### 2. Remove unstable material

- Excavate and remove undermined/loose soil to stable subgrade. Do not leave organic material in fill zone.

### 3. Stabilize subgrade

- Compact subgrade to firm condition. Place non-woven geotextile fabric over prepared subgrade (overlap seams 12–18").

### 4. Fill and grade

- Place structural fill (clean fill/engineer-approved topsoil blend) in lifts, compacting to 90% Standard Proctor or as directed. Grade to match existing contour and provide a 2:1 or flatter slope where feasible.

### 5. Toe and outlet stabilization (if drain outlet present)

- Install a 6–12" riprap stone apron over geotextile at drain outlets or high-energy discharge locations. Provide energy-dissipating pad per detail.

### 6. Surface finish and revegetation

- Cap with 4–6" screened topsoil. Install sod (sod species to match existing lawn) immediately; stagger seams and firmly stake/peg sod edges and seams using landscape staples at 2–3' spacing. Water and initial maintenance per manufacturer/supplier guidance.

### 7. Temporary erosion controls and establishment

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- Install temporary silt fence downslope of the repaired area and maintain until full turf establishment (min. 4–6 weeks). Remove when vegetation is stable.
  - Re-seed any non-sodded areas with certified erosion-control seed mix and apply mulch tackifier as needed.
1. Inspection and closeout
    - Inspect and repair after the first significant storm event and again at 30 and 60 days. Provide as-built photos and a brief completion report.

## Materials List (per repair site—adjust quantities to site dimensions)

- Silt fence (staked): as required (linear ft)
- Sediment logs / wattles: as required (linear ft)
- Non-woven geotextile fabric: minimum 6 oz/yd<sup>2</sup> (rolls; allow for 12–18" overlaps)
- Structural fill / compactable topsoil: quantity per site (cu. yds.; estimate based on excavation volume)
- Screened topsoil (4–6" cap): quantity per site (cu. yds.)
- Sod (matched species): square yards (allow 5–10% extra for waste)
- Landscape staples/pegs: 6" heavy-duty, qty per sod installation (approx. 1 per 2–3 ft)
- Riprap stone (for outlet pads): graded stone, typical apron 3–6 sq. yd.; size and quantity per hydraulic conditions (confirm on site)
- 6–12" PVC pipe (only if minor outlet extensions required): linear ft and fittings as needed (optional, per direction)
- Straw mulch or erosion-control blanket (for seeded areas): as required (sq. ft.)
- Water for initial irrigation (contractor to provide)
- Safety and traffic control items (cones, signage, temporary fencing): as required

## Typical Performance / Specification Notes

- Geotextile: non-woven, puncture-resistant; manufacturer recommended for underlayment beneath stone and fill.

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- Compaction: minimum 90% Standard Proctor for structural fill; document compaction testing if requested.
- Sod installation: immediately lay sod on prepared soil, tamp/roll to remove air pockets, staple/peg edges.
- Outlet riprap: size and thickness selected to dissipate expected flow energy; underlay with geotextile.

## Schedule & Inspection

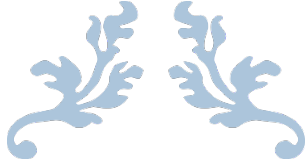
- Typical duration per small repair: 1–2 days (site prep, fill, sod). Allow curing/establishment monitoring for 4–6 weeks.
- Contractor to notify owner/rep 48 hours prior to mobilization and to schedule post-storm inspections.

## Safety & Cleanup

- Maintain best management practices to control turbidity and sediment. Remove all excess material and temporary control measures upon stabilization.

## Proposal requirements

- Provide line-item pricing: mobilization, erosion control, excavation & disposal, geotextile, fill/topsoil (cu. yd.), sod (sq. yd.), riprap apron, labor, equipment, permit fees (if any), and warranty terms (minimum 12 months recommended).
- Include earliest start date and expected completion per repair location.
- Provide references for similar lake-edge stabilization work.



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# VERANO 3 CDD

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FIELD REPORT



APRIL 23, 2026

Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road Sunrise, FL 33351

## VERANO 3 CDD

### AMENITY CENTER/Common Areas

- Mailbox Pavilion
  - Quotes were gathered to replace or refurbish the mailboxes damaged by pillar construction
  - Additional quotes were gathered to replace the roof and add gutters to the structure
  - Retractable barriers were installed to allow the mailbox area to be closed off when the post office is delivering mail



- Doors issues
  - Front door
    - Closer is not working properly, can not be adjusted to close consistently
  - Conference room west
    - Closer is not working properly, can not be adjusted to close consistently
  - Conference room east
    - The crash bar has failed, it no longer will open properly with the access system, currently the door can only be used as an exit
- Access system issues & repairs
  - Water had gotten into the wires connecting the access system to the pickle ball courts causing part of the system to short out
  - Readers had to be replaced at all 3 gates leading into the courts as well as the east pool gate
  - The system appears to be running slow, speaking with Ramco and cell gate everything is working properly with the system. It would be in to communities benefit for us to look in to options for replacement of the current system
- Security camera's

- Installation of the camera's through out the clubhouse and dog park have been completed
- Safe touch is currently working on the installation of the camera's for the pickle ball and basketball courts
- Front gate
  - The hinges from the main gate entrance to the pool had ripped out of the frame of the gate.
  - They were originally attached by self-tapping screws which were only holding on to roughly 1/8" of aluminum. We have replaced that with through bolts to better be able to support the weight of the gate
- Dog waste stations
  - 20 dog waste stations were installed through out the community
  - Anthony our maintenance guy has been emptying the stations twice a week, it does appear to be helping with people picking up after their dogs



- Playground
  - The French drain system that was installed last October has been doing a great job of keeping the playground dry and usable for our residents
  - In March children had managed to dig up and disconnect part of the French drain system, repairs have been made and the pipe is once again underground
  - New no slip pads were added to the ramp at the entrance of the playground
    - Previously we had received reports of the area being a slip and fall hazard





FIELD SUPERVISOR REPORT  
Matt Hans/ Andressa Hinz-Philippi  
[Mhans@gmssf.com](mailto:Mhans@gmssf.com)/[ahphilippi@gmssf.com](mailto:ahphilippi@gmssf.com)  
Phone# 954 512-9580/ 954 560-1858

- Approved drainage installation
  - Work on the French drain installation began 4/15 and is expected to be completed by 4/17
- Mosquito treatments
  - The first treatment was scheduled for 4/9 due to weather at the time the first treatment was rescheduled for 4/21
- Resident pool party
  - March 14<sup>th</sup> the residents from 9376 Libertas Way hosted a pool party
  - The resident had their amenity privileges suspended from 3/16-4/16

## LANDSCAPING

- Freeze Damage
  - We had over 10,000 plants that were damaged as a result of February's freezing temperatures
  - The clusia and coco plum were hit the hardest



- Irrigation issues and breaks
  - Multiple irrigation breaks were reported in the orvieta sections of the community, there were also multiple irrigation breaks in the marcelli way section of the community
  - All breaks and damage to the irrigation system have been repaired.
- Mailbox pavilion landscape
  - Florida exotic installed 17 new clusia around the mailbox pavilion to fill in gaps
  - The clusia also help with preventing people from trying to access the mailbox's when the post office workers are present



Governmental Management Services- South Florida, LLC  
5385 N. Nob Hill Road  
Sunrise, Florida 33351



- Clubhouse parking lot
  - 14 podocarpus were replaced in February, they did not die due to the freeze

### **POOL & SPLASH PAD**

- Pool
  - No issues to report with the pool has been operating without interruption since our last meeting
- Splash Pad
  - The Splash Pad had been in and out of operation since the beginning of march
  - We had issues with the electrical system powering the UV light in the filter system, the system's manufacture had come out and completed repairs
  - A week after the repairs were completed the pad had gone down again, this time the issue is the UV bulb it had burned out and the system cant be run with out the UV light treating the water.
  - Tidal wave pools is scheduled to replace the bulb Monday 4/20

### **LAKES**

- All lakes are looking good, no algae growth or anything to report on that front

### **CLUBHOUSE RENTALS**

- Upcoming Rentals
  - 5.2.26 Nicholas Scerbo
- Completed Rentals
  - 2.7.26 Anna Canales – no issues to report, Full deposit returned
  - 2.21.26 Alexandra Delgado – no issues to report, Full deposit returned
  - 4.13.26 Mertiage Homes – no issues to report, Full deposit returned



FIELD SUPERVISOR REPORT  
Matt Hans/ Andressa Hinz-Philippi  
[Mhans@gmssf.com](mailto:Mhans@gmssf.com)/[ahphilippi@gmssf.com](mailto:ahphilippi@gmssf.com)  
Phone# 954 512-9580/ 954 560-1858

Project	Status	Lead	notes
Street signs	Ordered/awaiting installation	3 weeks	
Common Area drainage	In progress	2-3 days	Expected to be completed by 4/17
Backyard drainage	Engineering plans	2-3 weeks	Working on plans with engineer, quotes for work will be ready for next meeting
Dog waste stations	Project completed		
Security camera installation basketball court	Parts ordered	1 week	Project is expected to be wrapped up before our April meeting
Mailbox Pavilion	Bids to fix issues have been gathered		Awaiting approvals to move on to next stage



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p><b>MANAGER ONSITE:</b> MON: 8:30-10:30AM WED: 2-4PM FRI: 8:30-10:30AM</p> 					1	2
3	4	<p><b>CINCO DE MAYO</b></p> 	6	7	8	9
	<p><u>WALKING CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>GAME NIGHT 6-8PM</u></p> <p><u>WALKING CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>MAHJONG CLUB 6-8PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>WALKING CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>PICKLE BALL CLUB 8AM</u></p> <p><b>MOTHERS DAY SUGAR SCRUB 12-3PM</b></p> <p><u>PICKLE BALL CLUB 8AM</u></p>
10	11	12	13	14	15	16
<p><i>Happy Mother's Day</i></p> 	<p><u>WALKING CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>WALKING CLUB 6PM</u></p> <p><u>TENNIS CLUB 3PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>MAHJONG CLUB 6-8PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><b>BINGO 6PM-8PM</b></p> <p><u>WALKING CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>PICKLE BALL CLUB 8AM</u></p>
17	18	19	20	21	22	23
<p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>WALKING CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>BOOK CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>WALKING CLUB 6PM</u></p> <p><u>GAME NIGHT 6-8PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>MAHJONG CLUB 6-8PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>WALKING CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><b>FAMILY KARAOKE 5:30-7:30PM</b></p> <p><u>PICKLE BALL CLUB 8AM</u></p>
24	25	26	27	28	29	30
<p><u>PICKLE BALL CLUB 8AM</u></p>	<p> <b>HAPPY MEMORIAL DAY</b></p>	<p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>WALKING CLUB 6PM</u></p> <p><u>TENNIS CLUB 3PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>MAHJONG CLUB 6-8PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><u>WALKING CLUB 6PM</u></p> <p><u>PICKLE BALL CLUB 8AM</u></p>	<p><b>SUMMER KICK-OFF PARTY 12-3PM</b></p> <p><u>PICKLE BALL CLUB 8AM</u></p>

**LIFESTYLE COORDINATOR:**  
**JERRY LEONE**  
 772.207.0948  
[JERRY.LEONE@FSRESIDENTIAL.COM](mailto:JERRY.LEONE@FSRESIDENTIAL.COM)

**CDD MANAGER:**  
**MATTHEW HANS**  
 954.721.8681 EXT. 225  
[MHANS@GMSSF.COM](mailto:MHANS@GMSSF.COM)

**PROPERTY MANAGER:**  
**NATALY JIMENEZ**  
 772.807.5209  
[NATALY.JIMENEZ@FSRESIDENTIAL.COM](mailto:NATALY.JIMENEZ@FSRESIDENTIAL.COM)



## Event Attendance Report

### **February:**

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
2/4/26	Game Night	11
2/6/26	BINGO	9
2/13/26	Mahjong Night	4
2/14/26	Valentines Day Cookie Decor	51
2/18/26	Game Night	15
2/20/26	Ice Cream Social	85 (not everyone signed)

### **March:**

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
3/7/26	BINGO	11
3/11/26	Game Night	8
3/14/26	Movie Night	8
3/25/26	Game Night	8
3/28/26	Karaoke Night	4
3/29/26	Neighbor Breakfast	40



418 Santa Rosa Ct. Suite 1086  
Oviedo, FL 32765

# Estimate

Date	Estimate #
4/9/2026	2349

Name / Address
Governmental Management Services-South Fl 2160 Reserve Park Trce Port St. Lucie, FL 34986

Builder P.O. #

Rep	Community

Item	Description	Qty	Cost	Total
CBU Refurbish	Standard CBU Refurbishment	76	500.00	38,000.00
Discount	15% Discount		-5,700.00	-5,700.00
	NOTE: HOA discount is contingent upon the full project being completed at one time. If the project is split into phases or not completed in its entirety, the discount will not apply. Final payment is due upon completion of the work and is not contingent upon any third-party inspections, approvals, punch lists, or sign-offs. Refurbishment consist of the following: -all work is done on site -pressure wash exterior of entire unit (only if on-site water is available) -sand and wire brush removing all flaking and cracking paint (if needed) -cover up all locks to prep for paint -professionally paint with our industrial paint product -install all new consecutive mailbox and			
			<b>Total</b>	

Signature



418 Santa Rosa Ct. Suite 1086  
Oviedo, FL 32765

# Estimate

Date	Estimate #
4/9/2026	2349

Name / Address
Governmental Management Services-South Fl 2160 Reserve Park Trce Port St. Lucie, FL 34986

Builder P.O. #

Rep	Community

Item	Description	Qty	Cost	Total
	parcel locker number decals including the outgoing mail decals Refurbishment would be scheduled to be completed within a 2-3 week timeframe, provided there are no delays due to weather, materials, or unforeseen conditions.			
	Please note that a 3.5% surcharge will be applied to credit card transactions and a 1% surcharge for a bank transfer (ACH).			

We hereby authorize this work to be done.

<b>Total</b>	<b>\$32,300.00</b>
--------------	--------------------

Signature \_\_\_\_\_



## QUOTE

FEB 06, 2026

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[Katie@myleakbusters.com](mailto:Katie@myleakbusters.com)

7729719215

## VERANO 3 CDD (CENTRAL PARK)

12600 SW Roma Circle

Port Saint Lucie, FL

34987

[edelarosa@calmfla.com](mailto:edelarosa@calmfla.com)

# INTRODUCTION

Hi Verano 3 CDD (Central Park) Roof,

Thank you for the opportunity to quote on the repairs to your building. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area
4. Full safety setup and requirements for property
5. Your own dedicated Production Scheduling team
6. All employees have full WCB and liability insurance coverage
7. We are Licensed to work in your geographical region
8. Audit of all work completed by Quality Control Officer
9. 5-year Warranty on complete projects - (full replacement or coverage of building roof)

We don't want you to be personally liable should a worker happen to get injured therefore, maintain the highest safety program and have WCB coverage for all employees and crews. We carry two million liability insurance.

Once the job is complete, one of our Quality Control Officers from our Audit Division inspects your project to make sure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

Katie Havens | {{SALESPERSON\_TITLE}}  
Katie@myleakbusters.com  
7729719215

# REPLACEMENT QUOTE

## Description

### Section 1

Provide all labor, materials, equipment, and supervision necessary to remove the existing metal roofing system and install a new 1" 24-gauge metal roof system in the color Patina Green. Work to be completed in accordance with manufacturer specifications, Florida Building Code requirements, and industry best practices.

Scope includes, but is not limited to:

Removal and lawful disposal of the existing metal roof system, associated fasteners, and deteriorated components

Inspection of existing roof deck/substrate and replacement of damaged areas as required (subject to approval if beyond normal scope)

Installation of approved underlayment and moisture protection systems

Installation of new 1" 24-gauge metal roof panels, finished in Patina Green, properly aligned and secured

Installation of all required trim, flashing, ridge caps, eave details, penetrations, and accessories for a complete watertight system

All fastening systems to meet wind uplift and local code requirements

Final cleanup of the job site upon completion

The completed roof system will provide enhanced durability, weather resistance, and long-term performance, backed by applicable manufacturer and workmanship warranties.

**Estimate subtotal** \$15,750.00

**Total** \$15,750.00

# AUTHORIZATION

**Replacement Quote**

\$15,750.00

**Name:** Verano 3 CDD (Central Park) Roof

**Address:** 12600 SW Roma Circle, Port Saint Lucie,  
FL

Estimates valid for 30 days from date of estimate / A 25% deposit is required before any project begins

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## Customer Comments / Notes

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Verano 3 CDD (Central  
Park) Roof:

Date:

---

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.

**Pay schedule:**

**1st Payment: 10% DEPOSIT**

**2nd Payment: 30% IN PROGRESS PAYMENT AT JOB SCHEDULED**

**3rd Payment: 50% AT IN PROGRESS**

**4th Payment: 10% FINAL PAYMENT TBD**

**All Permit Fees will be billed separately as a change order.**

**NOTE: Payments are due at time of completion. Late payments will accrue 5% interest after 10 days.** The contractor assumes no responsibility for oral promises. All terms & conditions must appear in writing. Cancellation Fee: \$750.00

Proposal pricing valid for 10 days. Leak Busters reserves the right to revise this estimate after 10 Days. (Residential property owners have the right to cancel a contract without penalty or obligation within 10 days after the contract's execution or by the official start date, whichever comes first, because this contract was entered into within 180 days of events resulting in the declaration of during a state of emergency by the Governor. The official start date is the date on which work that includes the installation of material that will be included in the final work on the roof commences, a final permit has been issued, or a temporary repair to the roof covering or roof system has been made in compliance with the Florida Building Code)

489.147(7): “ If the proposed work is related to an insurance claim, you, the residential property owner, should contact your insurance company to verify coverage for the proposed roofing work, including any claims deductibles, and policy terms, before signing this contract. By signing this contract, you acknowledge that you have been advised to contact your insurance provider regarding coverage and reimbursement of the proposed work.”

Wood and Labor Addendum: Any wood that's required to be replaced or requested to be replaced by the owner(s) while the reroof process is underway, over and above allowances in the Roofing Proposal. Material that is inaccessible including but not limited to areas behind structural gutter, will not constitute a material defect of the contract or installation. All fascia and soffit replaced by Leak Busters will be primed; painting not included. Linear Foot Pricing for Material & Labor of Common Wood Items: If cedar or rough sawn wood is required add an additional \$2.75 per linear foot to prices above. Additional fees may apply for two story, high gables, and areas with difficult access. Additional Costs related to Unpredictable or Unforeseen Conditions include but Are Not Limited To: 1. Fascia that is covered by aluminum or vinyl, sub fascia, and rotten beams where replacement is required 2. Soffit work that is integral to fascia 3.

Structural gutters that must be removed to facilitate replacement of rotten fascia or sub fascia 4. Roof decking not sufficient to code 5. Roof Decking replacement due to uneven rafters and deflection in plywood, that would cause imperfections. 6. Any work items not included in Proposal/Contract Additional work due to unpredictable and unforeseen conditions will be invoiced as follows:

Cost of Materials & Labor. Other Conditions: Additional layers, such as asphalt shingles or cedar shake found during tear-off ..... \$75.00/SF Removal of existing Self-Adhered Underlayment from roof deck may require a change to the Scope of Work. If needed this will be quoted at the time of discovery. Permit revisions requested by owner(s) to alter the original scope of work are billed at the Permit Cost plus 35%. Invoices Presented To Owner(s) For Additional Work Will Be Due And Payable Upon Receipt. **Underlayment Code Compliance & Change Order Notification:** In accordance with Florida Building Code and industry best practices, all roofing projects are subject to verification of existing roof assembly conditions during tear-off. If, during the tear-off process, it is discovered that the existing roofing system includes **direct-to-deck underlayment (e.g., no separation barrier or base layer over wood decking)**, an additional layer of underlayment will be **required by code** to meet compliance for wind uplift protection and waterproofing. **Change Order Notice:** In the event that a direct-to-deck system is uncovered:

- A **change order** will be issued at the time of discovery to account for the labor and materials required to install the second layer of underlayment.
- The customer will be notified immediately, and work will continue upon approval of the change order.
- The additional cost will be itemized and added to the final invoice.

This condition is not typically visible until tear-off begins and is considered a **concealed site condition**. As such, it is **not included in the base quote** unless previously verified by an invasive inspection.

Legal Note: 1"x2" or 1"x3" Under Drip Edge ...	\$4.75	1"x4" .....	\$6.25
1"x6" .....	\$8.25	1"x8" .....	\$9.25
1"x12" .....	\$15.00	2"x4" .....	\$10.75
2"x8" .....	\$13.25	2"x6" .....	\$12.75
2"x10" .....	\$18.90	2"x12" .....	\$24.00
3/8" Soffit (5 FT Minimum) ...	\$8.00	1/2" Soffit (5FT Minimum) ...	\$8.50
Sheet .....	\$85.00	1/2" CDX 4'x8' Sheet .....	\$95.00
Prime Soffit & Fascia .....	\$5.00	3/4" CDX 4'x8' Sheet .....	\$120.00

**FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED

CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

The statement must shall be immediately followed by the board's address and telephone number as established by board rule.

(2)(a) Upon finding a first violation of subsection (1), the board may fine the contractor up to \$500, and the moneys must be deposited into the recovery fund.

(b) Upon finding a second or subsequent violation of subsection (1), the board shall fine the contractor \$1,000 per violation, and the moneys must be deposited into the recovery fund.

Disclaimer \*Note: All material is guaranteed to be as specified. All work to be completed in a workman like manner per standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written order(s) and will become an extra charge over and above the estimate provided. All agreements contingent upon strikes, accidents or delays beyond our control. Acceptance of proposal: The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified above. \*We are not responsible for damage to gutters, solar panels, driveways, walkways, sidewalks, landscaping, screen enclosures, and/or satellite dishes or reinstallation. Any rotted soffit and/or fascia will be executed by Change Order unless specified in contract Acceptance of Proposal The above prices, specification, and conditions are satisfactory and are hereby accepted. Prices are subject to change due to the rising costs of goods. You are authorized to do the work as specified above. During project construction, Leak Busters has permission to access the property without notice. You have the right to cancel this transaction within three business days from contract signing. To cancel, you must send a written notice to Leak Busters Roof Repairs, LLC at [info@myleakbusters.com](mailto:info@myleakbusters.com) before midnight of the third business day. Permit will be filed on the 4th business day

**Sample warranty Disclosure:**

ALL HOME IMPROVEMENT WORK PERFORMED INCLUDES A MINIMUM ONE YEAR WORKMANSHIP WARRANTY (PARTS & LABOR) OR IF ROOFING, A FIVE-YEAR WORKMANSHIP WARRANTY (PARTS & LABOR) THAT BEGINS ON THE DATE THE INSTALLATION IS COMPLETE AND THE PRODUCT IS AVAILABLE TO USE, OR IF THE PRODUCT IS FINANCED, UPON THE LOAN START DATE, WHICHEVER IS LATER.

# WARRANTY



This document warrants that should a defect in workmanship, related to the work completed by Leakbusters, occur within 5 years of the project, Leakbusters will complete repairs within the original project's scope of work at no charge to the customer. This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim. This warranty only applies to portions of the project in which Leakbusters fully replaced any existing products, and does not cover repairs or service done to another contractor's work. Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.

**Customer**

Verano 3 CDD (Central Park) Roof

**Project address**

12600 SW Roma Circle, Port Saint Lucie, FL

**Date Project Completed**

-

Thank you again for choosing Leakbusters to complete work on your property. We trust you had a great customer experience!



FEB 13, 2026

## MATT HAN

12600 SW Roma Circle  
Port St. Lucie, FL  
34987

[Phil@roofsbyrhino.com](mailto:Phil@roofsbyrhino.com)  
7723532565

# INTRODUCTION

Hi Matt,

We appreciate the opportunity to assist you with your roofing project.

We are excited to present options to enhance your home. At Rhino Roofs & General Construction corp. We strive to deliver the best customer experience while providing the highest quality, with the most efficient time frames.

Please review this entire proposal and feel free to reach Phil with any questions that may arise.

Below I will explain our roofing process in a nutshell if you decide you want our team to assist you:

Step 1: Gather all necessary documents needed to start permitting process (every municipality is different)

Step 2: Get a start date scheduled once permits are received from the city

Step 3: Start Demolition of the roof

- Removal and disposal of old materials Click [here](#) to prepare you what to expect.
- We protect the worksite in the areas we will be working on
- Our lightweight trailer dumpster will be occupying a designated area to remove roof debris efficiently
- All plywood and fascia will be inspected and replaced as necessary
- Our Rhino Tough roofing waterproofing membrane will be installed to keep your home sealed.
- The roof is inspected by the city for the 1st inspection

Step 4: New roof materials are to be delivered

Step 5: Installation of new roof covering is started and your new Rhino Roof is installed

If you have any questions, please give us a call at our office number (772)446-1139 or 7723532565 we are available via text and email as well. We always want to provide the **Best Value, Service & Product** to our clients.

**Don't forget to ask about our world class 10 year financing option Click [here](#) to apply**

Kind regards,  
Phil Graham  
Phil@roofsbyrhino.com  
7723532565

Rhino Lic CCC1331472  
Rhino Lic CRC1332648

# RHINO TOUGH 1" STANDING SEAM METAL

## Description

### 1" Standing Seam Metal Panel (Hidden Fastener)

Install 24 Gauge 1" Standing Seam Metal Roofing Panel:

- Custom made, cut to length, seamless 16" panels
- Striated Panels to prevent oil canning effect.

Color: Patina Green

30-35 year fade resistant warranty.

Secondary Water Barrier: Roofnado Anchor Deck is a premium self-adhered, high temperature underlayment.

Scope of Work:

- 1) Replace current roofing system with 24 Gauge 1" Standing Seam Snaplock metal panels.
- 2) Tear-off and dispose of metal roof.
- 3) Permits are included in this proposal up to \$500.
- 4) Install premium peel and stick underlayment.
- 5) 3 sheets of plywood are included; additional sheets are \$100 each.
- 6) Re-nail plywood decking up to current Florida Building Code.
- 7) 20 Linear ft. of fascia replacement is included; additional wood required will be billed at according to our current Lumber Schedule price list. \*\*Please note that the painting of replaced fascia is not included.
- 8) Replacement of all boots and gooseneck vents are included. \*Can be painted to match upon request.
- 9) Rhino Tough custom fabricated metal components to fit your individual roof:
  - 26ga 3x3 Bullnose drippedge to be installed.
  - Install "V" Valley custom fabricated valley metal.
  - Rhino Tough custom flashings.
- 10) 15 Year Rhino Limited Workmanship Warranty
- 11) Manufacturers Limited Lifetime Warranty

**Estimate subtotal** \$9,045.00

**Total** \$9,045.00

The following items will not be worked on unless specified in the contract: Detached structures, plumbing attached to the roof, solar panels, flat roofs, stucco, soffits, and painting. Any satellite dish will need to be re-installed by the cable company.

Payment schedule is proposed as follows:

1. 1/3 payment upon signing contract.
2. 1/3 payment upon passing first inspection.
3. 1/3 payment upon passing final inspection.

# UPGRADES & AUTHORIZATION

Rhino Tough 1" Standing Seam Metal \$9,045.00

Name: Matt Han

Address: 12600 SW Roma Circle, Port St. Lucie, FL

Estimates are valid for 30 days upon receipt

## Rhino Tough Optional upgrades

Description	Line total
<input type="checkbox"/> <b>6" seamless gutters</b> Install 6" aluminum Square European Gutters, including 4 downspouts. Color: Coppertone	\$2,560.00

## Customer Comments / Notes

Matt Han:

Date:

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated.



# RHINO TOUGH! PLATINUM MAINTENANCE PROGRAM

Even the toughest roofs need care. Our exclusive program is designed only for Rhino's Standing Seam Metal Roofing Systems – keeping your roof strong, storm-ready, and worry-free for years to come.

## WHAT'S INCLUDED

- **Repaint Penetrations** – Protect against harsh Florida sun.
- **Reseal Penetrations** – Using premium tri-polymer caulking.
- **Critical Inspections** – Valleys, flashings, transitions, and butyl-taped areas.
- **Debris Removal** – Pine needles, leaves, and blockages cleared for proper drainage.

## PROGRAM DETAILS

- **Schedule:** 1 visit every 3 years (up to 5 visits total).
- **Exclusions:** Gutter cleaning, roof cleaning, wall painting, flat roofing.
- **Bonus:** 15% savings on any additional work outside the program.
- **Non-Transferable:** Applies to original homeowner only, under the same terms as our workmanship warranty.

## WHY IT MATTERS

- Extends the life of your roof
- Prevents costly repairs down the road
- Keeps your family's home storm-ready
- Provides peace of mind, backed by Rhino's trusted crew



*From the Rhino Family to Yours*

**Luis Quinones**  
President





# WHY METAL ROOFS ARE SUPERIOR



## BACKED BY A 40-YEAR METAL ROOF WARRANTY.

Rhino Roofs manufactures in-house for precision fit and lasting performance. Custom, wind-resistant systems protect your home in any season.



DURABILITY



ENVIRONMENTALLY FRIENDLY



SAFETY



LASTS UP TO 5X LONGER THAN ASPHALT SHINGLES



ENERGY EFFICIENCY

## DURABLE BY DESIGN

- Metal roofs reflect solar heat, lowering attic temps and helping your AC work less.
- Often cutting cooling costs in hot Florida summers.

## ENERGY SMART

- Engineered to handle high winds, heavy rain, and intense sun.
- Resists impact, corrosion, and extreme temperatures for a service life that often exceeds 50 years.

Get a Metal-Roof Estimate

 [info@roofsbyrhino.com](mailto:info@roofsbyrhino.com)

 772-446-1139

 [RoofsByRhino.com](http://RoofsByRhino.com)

# ENERGY-EFFICIENT COLORS THAT SAVE YOU MONEY

Our Englert metal coils use ULTRA-Cool® pigment technology that reflects solar heat and lowers roof temperatures - reducing cooling costs and earning ENERGY STAR® ratings.

## RHINO ROOFS ENERGY STAR® COLOR CHART

Coated with Englert ULTRA-Cool® PVDC Finish



## COLORS NOT ENERGY STAR® CHART



NOTE: Color shown are close representation. Ask us for full color chip kit to view actual finish.

# WHY HOMEOWNERS CHOOSE RHINO?

- Built for Florida's toughest storms
- Personalized service from start to finish
- Honest estimates, no hidden fees
- Backed by industry-leading warranties

## THE RHINO DIFFERENCE



Built With Premium Metal Coils



Precision-Formed for Durability



Panels Cut & Stocked In-House



Installed by Rhino, Never Outsourced

## MATERIAL AVAILABILITY CHART

Color	0.32" Aluminum	.040" Aluminum	24GA Steel
Bone White	✓		✓
Stone White	✓		✓
Sandstone	✓		✓
Sierra Tan	✓		✓
Dove Gray	✓		✓
Patina Green	✓		✓
Slate Gray	✓	✓	✓
Everglade Moss	✓		✓
Terra Cotta	✓		✓
Colonial Red	✓		✓
Charcoal	✓	✓	✓
Dark Bronze	✓	✓	✓
Matte Black	✓	✓	✓
Forest Green	✓		✓
Hartford Green	✓		✓
Burgundy	✓		✓
Mansard Brown	✓		✓
Medium Bronze	✓		✓
Royal Blue	✓		✓
Slate Blue	✓		✓
SunNet Blue	✓		✓
Pacific Blue	✓		✓
Copper	✓		✓
Champagne	✓		✓
Hemlock Green	✓		✓
Pitch Black	✓		✓
Darth Black	✓		✓
Galvalume® Plus	✓		✓
Prewathered Galvalume®	✓		✓
Silver Metallic	✓	✓	✓
Regal White	✓	✓	✓

# LUMBER SCHEDULE & PRICE LIST



FASCIA TYPE	FASCIA SIZE	FASCIA COST
PINE	1 x 2	\$8.00/ Linear Foot
PINE	1 x 3	\$11/ Linear Foot
PINE	1 x 6	\$11/ Linear Foot
PINE	1 x 8	\$13.50/ Linear Foot
PINE	1 x 10	\$17/ Linear Foot
PINE	1 x 12	\$17.75/ Linear Foot
PINE	2 x 6	\$12.75/ Linear Foot
PINE	2 x 8	\$14.75/ Linear Foot
Cedar (Rough Sawn)	1 x 4	\$12.50/ Linear Foot
Cedar (Rough Sawn)	1 x 6	\$15.50/ Linear Foot
Cedar (Rough Sawn)	1 x 8	\$16.50/ Linear Foot
Cedar (Rough Sawn)	1 x 10	\$22/ Linear Foot
Cedar (Rough Sawn)	2 x 6	\$21.5/Linear Foot
Cedar (Rough Sawn)	2 x 8	\$23.50/ Linear Foot
Cedar (Rough Sawn)	2 x 10	\$28/ Linear Foot
Cedar (Rough Sawn)	2 x 12	\$35/ Linear Foot
Pine Structural	2 x 4	\$10.75/ Linear Foot
Pine Structural	2 x 6	\$12.75/ Linear Foot
Tongue & Groove	I acknowledge that I have read and understand this page. Initials: _____	

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**QUINONES, LUIS**  
RHINO ROOFS & GENERAL CONSTRUCTION CORP.  
865 S KINGS HIGHWAY  
FORT PIERCE FL 34945

LICENSE NUMBER: CCC1331472  
EXPIRATION DATE: AUGUST 31, 2026  
Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/24/2024  
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**QUINONES, LUIS**  
RHINO ROOFS & GENERAL CONSTRUCTION CORP.  
865 S KINGS HIGHWAY  
FORT PIERCE FL 34945

LICENSE NUMBER: CRC1332648  
EXPIRATION DATE: AUGUST 31, 2026  
Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/24/2024  
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**FLORIDA**

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_



## TERMS & CONDITIONS

- I understand that if roof wood rot is discovered during tear-off Rhino Roofs & General Construction corp reserves the right to replace sheathing and bill me up to \$400 in addition to the estimated cost below without notifying me in advance. Rhino Roofs will call me for authorization if wood replacement will exceed \$400.
- Cancellation After Acceptance and prior to Commencement of Work: If Owner cancels the Contract prior to the start of work, Owner is liable for 15% of the total Contract price as liquidated damages, because the Contractor will be unable to accurately measure its damages arising from cancellation of the Contract by Owner. Owner agrees that this amount is not a penalty.
- Consent Credit Check and Credit Reporting. By signing this Contract, Owner gives Contractor the right to obtain a credit check on any person signing on behalf of Owner and such person shall reasonably cooperate with Contractor to provide the necessary information and sign the necessary consents, so that a credit check can be obtained. Owner further authorizes Contractor to disclose and report to credit reporting agencies such information pertaining to Owner regarding the status of Owner's account with Contractor, as Contractor may determine from time to time, without prior notification to Owner in the event any invoice owed by Owner to Contractor is not paid within ten (10) days of notification by Contractor to Owner
- Unpaid Balance. In the event of the non-payment, more than ten (10) days after written notice, of any amount due hereunder, Owner shall be deemed in default. In the event of such default, Owner agrees to pay Contractor interest on the unpaid balance due hereunder until paid in full at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month, compounded annually, or the highest rate allowable under law.
- No Withholding of Payments. Owner shall not withhold any part of any amount for which payment is due under this Contract. The total Contract price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
- If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.
- No Third-party Beneficiaries. This Contract is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, if any, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.
- Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.
- Damage Limitation. In no event, whether based on contract, warranty (express or implied), or otherwise arising from or relating to the work and services performed under the Contract, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Owner agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Owner is limited to the dollar amount of the Contract for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Contract regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes
- Concealed Damage & Dry Rot. Contractor will inform Owner of any dry rot or other sub-roof deterioration which is concealed and is discovered during the course of the work. Contractor is not responsible to repair any such discovered deterioration and any work done by Contractor to remedy such discovered deterioration will only be done in a written change order.
- Termites, Pests & Hazardous Substances. Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government), or for Pests (including Termites). Should any such hazardous substances or Pest be suspected to be present on the premises, it is the Owners' responsibility to arrange and pay for inspection and abatement. Contractor cannot certify or warrant your building as being free of hazardous substances or pests.
- Contractor is not to be held responsible for any piping or wiring beneath roof deck.
- Owner agrees to provide Contractor with adequate access to electricity and other utilities as needed, at the work site, and, if necessary, the work area adjacent to Owner's property.
- I certify that i am the owner of the property or an authorized person to authorize Rhino Roofs & General Construction corp. to provide work as stated and pay in full for the agreed price.
- Client permits Rhino Roofs to capture and use photos or videos of the property for marketing or promotional purposes, excluding personal information.

Waiver Of Jury Trial. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS CONTRACT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS CONTRACT.

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_

# ONE CONSTRUCTION & ROOFING CONTRACTORS

CGC -1515745      CCC- 1330623

2766 SW Edgarc St.

Port Saint Lucie Fl. 34953

Phone: 772-519-2449

Email: [oneconstructionservices@yahoo.com](mailto:oneconstructionservices@yahoo.com)

Website: [www.oneconstructionservices.com](http://www.oneconstructionservices.com)

**To:** Verano 3 CDD (Central Park) / Governmental Management Services-South Florida / Matthew Hans

**Job Location:** 12600 SW Roma Circle, Port St Lucie, FL 34987

**Email:** [mhans@gmssf.com](mailto:mhans@gmssf.com)

**Phone:** 954-721-8681 Ext. 225

**Date:** 1/29/26

**Proposal:** 2367

**Scope of work:**

- 1) building department permit fees
- 2) Remove existing metal roof
- 3) re-nail deck up to code
- 4) Install (1) layer of peel & stick for underlayment
- 5) Install Econo Line 1" clipless nail strip with striations / 24 gauge / **Color: Patina Green** / Mechanically fastened to code.
- 6) Through out clean project of all "roofing related debris"
- 7) Estimate includes taxes, labor and materials.
- 8) dumpster included
- 9) One Construction & Roofing included a 5 years workmanship warranty in this contract upon final payment.

**Total ----- \$ 18,000.00**

**Payment schedule:**

1- At contract signing -----	\$ 5,000.00
2- New material arrived / after tear off / before installation -----	\$ 8,000.00
3- Roof is done / final inspection passed -----	\$ 5,000.00
<b>Total</b>	<b>\$ 17,500.00</b>

Customer approval \_\_\_\_\_

**From:** Leo Guzman

**Sent:** Wednesday, April 22, 2026 9:29 AM

**To:** Andressa Hinz Philippi; Matthew Hans

**Cc:** Garth Lloyd ; Zachary Goldman ; Steve Carbol Jennifer Bustos-Fitz

**Subject:** Re: Proposed new time: Veranos erosion @ Wed 8 Apr 2026 1pm - 1:30pm (EDT) (Andressa Hinz Philippi)

Hi Matthew,

As requested, please find Steve's recommendations below for the beneficial aquatic plants needed onsite. These are priced between \$4.29 and \$4.62 per plant:

- Golden Canna
- Gulf Coast Spikerush
- Pickerelweed
- Lanceleaf Arrowhead

Once your engineer has determined the specific planting areas and quantities, we can provide a formal proposal.

Please let me know if you need any further information to help the board establish the budget.

Best regards,

Leo Guzman

**From:** Steve Carbol

**Date:** Tuesday, April 21, 2026 at 11:32 AM

**To:** Andressa Hinz Philippi

**Cc:** Leo Guzman

**Subject:** Re: Proposed new time: Veranos erosion @ Wed 8 Apr 2026 1pm - 1:30pm (EDT)  
(Andressa Hinz Philippi)

Hi Andressa,

Last week, Leo asked me to conduct a lake survey of Verano I, which I did on 4/14/26.

These are my notes from the survey:

- It would be beneficial to understand the community's specific goals for littoral plant installations, such as aesthetics, wildlife habitat, erosion control, nutrient control, or areas of special concern

- Although littoral plants are recommended to protect lake shorelines from erosion (and thus homeowners' investments) and algal blooms, I predict that many residents still won't want them behind their homes. Therefore, initial plantings should be concentrated in public areas to demonstrate their look and effect

- I was told that the community is beholden to South Florida Water Management District (SFWMD) for the planting, and SFWMD typically encourages plant diversity with at least five native plant species represented. Also, I question if SFWMD would require biological monitoring and reporting for any installations

If plantings behind homes are desired, I suggest lower-growing and/or attractive flowering species such as spike rush species, Golden Canna, Pickerelweed, Lizard's Tail, Prairie Iris, and Florida Swamp-Lily

- Public areas are appropriate for larger beds and taller species such as Bent Alligator-Flag, bulrush species, and even shrubs and trees such as Buttonbush, cypress species, and Pond Apple

- If the community is interested, I would be happy to conduct an educational video-teleconference or in-person presentation covering littoral plants: their benefits, maintenance, available varieties, and an opportunity to ask me questions about littoral plantings

- Considerations hindering installations include resident disapproval, unsuitable substrate (excessively rocky, sandy, or deep substrate lacking an organic muck layer), high kinetic energy areas with strong wave and wind action that would uproot young plants, cost and budget constraints, and large populations of domestic Muscovy Ducks or Egyptian Geese that would treat newly installed, tender, young plants like a salad bar

- In severe washout areas, identify and remedy the cause of erosion (e.g., poor or broken drainage and irrigation lines, hard runoff areas) before considering plant installations.

- Many areas in the community show great potential to support littoral plant beds

- Next steps are to identify the community's goals and proposed budget, and potentially conduct an educational outreach program and a Q&A session with me.

Please feel free to call or email me to discuss your goals for littoral plantings. I'd also be happy to sched a video teleconference with you, your team, and/or the community board to discuss and to review some basics on littoral plants with a brief presentation and plenty of illustrative photos. Please let me know.

Thanks, Andressa. Have a great day.

Steve

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M: 850-792-3121



[solitudelakemanagement.com](http://solitudelakemanagement.com)

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Steve Carbol  
Senior Biologist/Education Manager  
SOLitude Lake Management  
Cell: 850-792-3121  
[steve.carbol@solitudelake.com](mailto:steve.carbol@solitudelake.com)

Per Florida Statute 190.006(3)(a)2.d., the number of registered voters in the Community Development District(s), based on the previous mapping forwarded by your organization, is provided below as of April 15, 2026.

<b>CDD NAME</b>	<b>REGISTERED VOTERS</b>
Bent Creek	480
Copper Creek	1,056
Creekside	420
Portofino Isles	1,300
Portofino Landings	213
Portofino Shores	788
Reserve	1,275
Veranda Landing	184
River Place	736
Tesoro	446
Verano 1	1,454
Verano 2	2,445
<b>Verano 3</b>	<b>1,376</b>
Verano 4	218
Verano 5	0
Verano Center	12
Waterstone	836

**Verano #3**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Check Register**

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
12/1 - 12/31/25	492-514	\$829,409.40
1/1 - 1/31/26	515-530	\$165,872.62
2/1 - 2/28/26	531-544	\$197,768.84
3/1 - 3/31/26	545-558	\$60,694.92
<b>TOTAL CHECKS</b>		<b>\$1,253,745.78</b>

<i>Date</i>	<i>ACH</i>	<i>Amount</i>
12/1 - 12/31/25	80012-80013	\$10,034.10
1/1 - 1/31/26	80014-80017	\$11,417.94
2/1 - 2/28/26	80018-80020	\$11,217.95
3/1 - 3/31/26	80021-80023	\$10,596.96
<b>TOTAL ACH</b>		<b>\$43,266.95</b>

<b>TOTAL</b>		<b>\$1,297,012.73</b>
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CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/02/25	00069	11/16/25	77	202511	320-53800-49500			HOLIDAY LIGHTS	V	3,200.00-		
								HOLIDAY SEASONAL LIGHTS			3,200.00-000485	
12/02/25	00069	11/16/25	77	202511	320-53800-49500			HOLIDAY LIGHTS	*	3,200.00		
								HOLIDAY SEASONAL LIGHTS			3,200.00	000492
12/09/25	00061	12/01/25	9482	202512	320-57200-34550			SECURITY 11/29-12/07/25	*	1,080.00		
								ALL FLORIDA SECURITY SERVICES, INC.			1,080.00	000493
12/09/25	00034	12/01/25	12	202512	320-57200-34000			DEC 25- FIELD MGMT	*	5,825.00		
		12/01/25	12	202512	320-57200-45300			DEC 25- JANITORIAL	*	6,333.33		
		12/01/25	12	202512	320-57200-34000			NOV MILEAGE	*	384.16		
								CALM IV			12,542.49	000494
12/09/25	00021	12/02/25	8265	202511	320-57200-45300			CLEANING 11/1-11/30/25	*	2,600.00		
								CHARLES CLEANING SERVICES LLC			2,600.00	000495
12/09/25	00014	11/21/25	11104846	202511	320-57200-34100			COORD LIFEST 11/1-11/14	*	1,016.10		
								FIRSTSERVICE RESIDENTIAL			1,016.10	000496
12/09/25	00071	11/25/25	INV-8018	202511	320-53800-60000			2 CAMERA FOR ENTRANCE	*	8,700.00		
								FLOCK GROUP INC DBA FLOCK SAFETY			8,700.00	000497
12/09/25	00001	12/01/25	249	202512	310-51300-31300			DEC 25 - DISSEMINATION	*	459.42		
		12/01/25	249	202512	310-51300-35100			DEC 25 - WEBSITE ADMIN	*	68.92		
		12/01/25	249	202512	320-57200-46100			AMAZON-OFFICE SUPPLIES	*	138.70		
		12/01/25	249	202512	320-57200-46100			WALMART-BATTERIES	*	10.32		
		12/01/25	249	202512	320-57200-46100			AMAZON-BATTERIES SINKS	*	44.84		
		12/01/25	249	202512	320-57200-46100			AMAZON-ZIPTIES	*	49.21		
		12/01/25	249	202512	320-57200-46100			HD-MULTI TOOLS FOR DOORS	*	36.88		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/01/25		249		202512	320	57200	46100		AMAZON-AIR HOCKEY PUCKS	*	14.75		
12/01/25		249		202512	320	57200	46100		AMAZON-FRIDGE WATER FILTR	*	66.42		
12/01/25		249		202512	320	57200	46100		AMAZON-INK CARTRIDGES	*	164.86		
12/01/25		249		202512	320	53800	46300		HD-WASP KILLER & STONES	*	38.71		
GOVERNMENTAL MANAGEMENT SERVICES -												1,093.03	000498
12/09/25	00031	12/05/25	12052025	202510	320	57200	46100		REIMB-UTILITY CART	*	144.44		
		12/05/25	12052025	202510	320	57200	46100		REIMB-CLEANING SUPPLIES	*	54.14		
		12/05/25	12052025	202510	320	57200	46100		REIMB-FLOOR CLEANER	*	42.32		
		12/05/25	12052025	202510	320	57200	46100		REIMB-GRBG BAGS/BROOMS	*	506.65		
		12/05/25	12052025	202510	320	57200	46100		REIMB-PET WASTE STN BAGS	*	215.37		
		12/05/25	12052025	202510	320	57200	46100		REIMB-GLOVES	*	85.59		
MATTHEW HANS												1,048.51	000499
12/09/25	00041	12/01/25	003	202512	320	53800	60000		MAILBOX PAVILLION	*	38,772.00		
PILLAR CONSTRUCTION AND CONSULTING												38,772.00	000500
12/09/25	00037	12/01/25	21069	202512	320	57200	34500		DEC 25 - MONITORING	*	500.00		
SAFETOUCH												500.00	000501
12/09/25	00019	12/09/25	12092025	202512	300	15100	10000		TXFER EXCESS FUNDS TO SBA	*	700,000.00		
VERANO # 3 CDD												700,000.00	000502
12/10/25	00014	12/05/25	11110156	202511	320	57200	34100		COORD LIFEST 11/15-11/28	*	1,135.50		
FIRSTSERVICE RESIDENTIAL												1,135.50	000503
12/10/25	00012	12/01/25	11421	202512	320	53800	46200		DEC 25 - LAWN MAINTENANCE	*	14,543.75		
		12/01/25	11439	202512	320	53800	46200		DEC 25-LAWN MAINT CP G2	*	12,200.00		
		12/01/25	11440	202512	320	57200	46200		DEC 25 - C.PK AMENITY MNT	*	6,650.00		
FLORIDA EXOTIC LANDSCAPING CO INC												33,393.75	000504
MR3 --VERANO #3-- NMARINO													

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/10/25	00066	12/08/25 16214	202512 320-53800-46290	BALANCE BROWN MULCH FLORIDA MULCH INC	*	11,530.04	11,530.04 000505
12/10/25	00006	12/01/25 28356	202512 310-51300-32200	AUDIT FYE 09/30/2025 GRAU AND ASSOCIATES	*	5,800.00	5,800.00 000506
12/10/25	00042	12/08/25 HJP00120	202512 320-53800-46500	ASPHALT POTHOLE REPAIRS JOSHUA R. HANNA	*	600.00	600.00 000507
12/10/25	00027	12/04/25 25331201	202512 320-57200-46400	DEC 25 - POOL SERVICE SANDY GORDON, INC	*	2,350.00	2,350.00 000508
12/16/25	00061	12/15/25 9553	202512 320-57200-34550	SECURITY 12/13-12/21/25 ALL FLORIDA SECURITY SERVICES, INC.	*	1,080.00	1,080.00 000509
12/16/25	00052	12/16/25 REFUND D	202512 300-22000-10000	REF DEP J ALMIRANTE JANICE J ALMIRANTE	*	250.00	250.00 000510
12/16/25	00048	11/30/25 010	202511 320-57200-49400	FRIENDSGIVING SUPPLIES	*	62.02	
		11/30/25 010	202511 320-57200-49400	CRAFT SUPPLIES	*	145.44	
		11/30/25 010	202511 320-57200-49400	BINGO PRIZE	*	45.00	
		11/30/25 010	202511 320-57200-49400	GAMES FOR GAME DAY	*	121.43	
		11/30/25 010	202511 320-57200-49400	SNACKS & REFRESHMENTS	*	137.67	
		11/30/25 010	202511 320-57200-49400	BINGO PRIZE	*	5.00	
		11/30/25 010	202511 320-57200-49400	BINGO PRIZE	*	5.00	
		11/30/25 010	202511 320-57200-49400	BINGO PRIZE	*	5.00	
		11/30/25 010	202511 320-57200-49400	FRIENDSGIVING FOOD	*	142.30	
		11/30/25 010	202511 320-57200-49400	CRAFT SUPPLIES	*	50.24	
		11/30/25 010	202511 320-57200-49400	CHRISTMAS TREE/TOPPER	*	196.73	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		11/30/25 010	202511 320-57200-49400	HOT CHOCOLATE/CRAFT SUPP	*	57.46	
				CENTRAL PARK HOA			973.29 000511
12/16/25	00009	11/25/25 7977176	202511 310-51300-32300	SERIES 2022 11/1-10/31/26	*	4,444.69	
				U.S. BANK			4,444.69 000512
12/22/25	00029	12/22/25 12222025	202512 300-22000-10000	REFUND DEPOSIT 12/20/25	*	250.00	
				MELISSA JEAN			250.00 000513
12/22/25	00074	12/22/25 12222025	202512 300-22000-10000	REFUND DEPOSIT 12/19/25	*	250.00	
				RAJANISH SETTY			250.00 000514
TOTAL FOR BANK A						829,409.40	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/12/25	00039	11/25/25	OCTOBER	202510	320	57200	43100			*	13.09		
			FOUNTAIN	10/13-11/14/25									
11/25/25		11/25/25	OCTOBER	202510	320	57200	43100			*	331.78		
			AMENITY	10/13-11/14/25									
11/25/25		11/25/25	OCTOBER	202510	320	57200	43100			*	380.21		
			POOL	10/13-11/14/25									
CITY OF PORT ST. LUCIE (AUTOPAY)												725.08	080012
12/12/25	00007	12/09/25	NOVEMBER	202511	320	53800	43100			*	801.12		
			IRRIG	11/10-12/9/25									
12/09/25		12/09/25	NOVEMBER	202511	320	53800	43100			*	1,149.53		
			IRRIG	11/10-12/9/25									
12/09/25		12/09/25	NOVEMBER	202511	320	53800	43001			*	29.76		
			MONUMENT	11/10-12/9/25									
12/09/25		12/09/25	NOVEMBER	202511	320	53800	43001			*	30.65		
			MONUMENT	11/10/12/9/25									
12/09/25		12/09/25	NOVEMBER	202511	320	53800	43000			*	1,173.05		
			FOUNTAIN	11/10-12/9/25									
12/09/25		12/09/25	NOVEMBER	202511	320	53800	43000			*	5,250.98		
			SL	11/10-12/9/25									
12/09/25		12/09/25	NOVEMBER	202511	320	57200	43000			*	873.93		
			AMENITY	11/10-12/9/25									
FPL AUTO PAY												9,309.02	080013
TOTAL FOR BANK Z											10,034.10		
TOTAL FOR REGISTER											839,443.50		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/06/26	00053	1/01/26	0119213- SERVICE 1/26-3/26	202601	320-57200-34501			GOULDIN TECHNOLOGIES LLC	*	152.71	152.71	000515
1/06/26	00021	12/29/25	8278 CLEANING 12/1-12/31/25	202512	320-57200-45300			CHARLES CLEANING SERVICES LLC	*	2,600.00	2,600.00	000516
1/06/26	00014	12/19/25	11111244 COORD LIFEST 11/29-12/12	202512	320-57200-34100			FIRSTSERVICE RESIDENTIAL	*	1,071.60	2,156.70	000517
		1/02/26	11115714 COORD LIFEST 12/13-12/26	202512	320-57200-34100				*	1,085.10		
1/06/26	00012	1/01/26	11575 JAN 26 - LAWN MAINTENANCE	202601	320-53800-46200			FLORIDA EXOTIC LANDSCAPING CO INC	*	14,543.75	14,543.75	000518
1/06/26	00001	1/01/26	250 JAN 26 - DISSEMINATION	202601	310-51300-31300			GOVERNMENTAL MANAGEMENT SERVICES -	*	459.42	2,577.00	000519
		1/01/26	250 JAN 26 - WEBSITE ADMIN	202601	310-51300-35100				*	68.92		
		1/01/26	250 SAMS CLUB-JANITORIAL SUPP	202601	320-57200-46100				*	506.92		
		1/01/26	250 WALMART-VACUUM/PRINTER PR	202601	320-57200-46100				*	374.04		
		1/01/26	250 HD-JANITORIAL SUPPLIES	202601	320-57200-46100				*	474.93		
		1/01/26	250 WALMART-MINI FRIDGE	202601	320-57200-46100				*	92.29		
		1/01/26	250 HD-LADDER & FAN JANITOR	202601	320-57200-46100				*	600.48		
1/06/26	00008	12/31/25	004010 SERIES 2022 11/14/25	202511	310-51300-31200			LLS TAX SOLUTIONS INC	*	550.00	550.00	000520
1/06/26	00072	11/04/25	8985706 CARPENTER BEES 1X SERVICE	202511	320-53800-46300			ROCKET PEST CONTROL LLC	*	300.00	300.00	000521
1/06/26	00037	1/01/26	21200 JAN 26 - MONITORING	202601	320-57200-34500			SAFETOUGH	*	500.00	500.00	000522

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/06/26	00027	1/02/26	26330101	202601 320-57200-46400	JAN 26 - POOL SERVICE SANDY GORDON, INC	*	2,350.00	2,350.00	000523
1/08/26	00075	1/08/26	106267	202601 320-53800-60000	CLUB CAR XRT 800 ADVANTAGE GOLF CARS, LLC	*	9,427.50	9,427.50	000524
1/08/26	00019	1/08/26	01082026	202601 300-15100-10000	TXFER EXCESS FUNDS TO SBA VERANO # 3 CDD	*	100,000.00	100,000.00	000525
1/23/26	00034	1/01/26	16	202601 320-53800-34000	JAN 26- FIELD MGMT 202601 320-57200-45300 JAN 26- JANITORIAL CALM IV	*	5,825.00	12,158.00	000526
1/23/26	00014	1/16/26	11118215	202601 320-57200-34100	COORD LIFEST 12/24-1/9/26 FIRSTSERVICE RESIDENTIAL	*	794.40	794.40	000527
1/23/26	00048	12/31/25	11	202512 320-57200-49400	CRAFT SUPPLIES BINGO PRIZES COOKIES DECOR SETS CRAFT SUPPLIES COOKIE PLATTER SNACKS/REFRESHMENTS COOKIES/DOUGHNUT PLATTER SNACKS PLATES/CLEANING SUPPL SNACKS	*	273.06	856.43	000528
1/23/26	00012	12/04/25	11462	202512 320-53800-46260	IRRIG REPAIR LOT624-625 CENTRAL PARK HOA	*	2,119.80		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/04/25	11463	202512 320-53800-46260	IRRIG SUBMAINLINE REP		*	2,344.95	
1/01/26	11595	202601 320-53800-46200	JAN 26- LAWN MAINT		*	12,200.00	
-----							
							FLORIDA EXOTIC LANDSCAPING CO INC 16,664.75 000529
1/23/26	00016	1/20/26 190887	202601 320-53800-46280	TIGHTEN ELECTR CONNECT	*	241.38	
-----							
							HOOVER PUMPING SYSTEMS 241.38 000530
-----							
						TOTAL FOR BANK A	165,872.62

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/09/26	00039	12/23/25	NOV 25	202511	320-57200-43100			FOUNTAIN 11/14-12/16/25	*	13.09		
		12/23/25	NOV 25	202511	320-57200-43100			AMENITY 11/14-12/16/25	*	318.28		
		12/23/25	NOV 25	202511	320-57200-43100			POOL 11/14-12/16/25	*	271.27		
CITY OF PORT ST. LUCIE (AUTOPAY)											602.64	080014
1/09/26	00022	10/01/25	FCCFL/25	202510	320-57200-43300			OCT 25 - RECYCLING	*	237.11		
		11/01/25	FCCFL/25	202511	320-57200-43300			NOV 25 - RECYCLING	*	237.11		
		12/01/25	FCCFL/25	202512	320-57200-43300			DEC 25 - RECYCLING	*	237.11		
FCC ENVIRONMENTAL SERVICES											711.33	080015
1/31/26	00007	1/09/25	DECEMBER	202512	320-53800-43100			IRRIG 12/9-1/9/26	*	866.42		
		1/09/25	DECEMBER	202512	320-53800-43100			IRRIG 12/9-1/9/26	*	1,175.09		
		1/09/25	DECEMBER	202512	320-53800-43001			MONUMENT 12/9-1/9/26	*	36.43		
		1/09/25	DECEMBER	202512	320-53800-43001			MONUMENT 12/9-1/9/26	*	36.38		
		1/09/25	DECEMBER	202512	320-53800-43000			FOUNTAIN 12/9-1/9/26	*	1,271.62		
		1/09/25	DECEMBER	202512	320-53800-43000			SL 12/9-1/9/26	*	5,533.71		
		1/09/25	DECEMBER	202512	320-57200-43000			AMENITY 12/9-1/9/26	*	947.21		
FPL AUTO PAY											9,866.86	080016
1/26/26	00022	1/01/26	0102611	202601	320-57200-43300			DUMPSTER 1/1/26	*	44.86		
		1/01/26	0102612	202601	320-57200-43300			DUMPSTER 1/1/26	*	192.25		
FCC ENVIRONMENTAL SERVICES											237.11	080017
TOTAL FOR BANK Z										11,417.94		
TOTAL FOR REGISTER										177,290.56		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/13/26	00061	12/29/25	9605	202512	320	57200	34550			*	540.00		
									SECURITY 12/27-12/28/25				
		1/05/26	9606	202601	320	57200	34550			*	1,080.00		
									SECURITY 1/3-1/11/26				
		1/19/26	9648	202601	320	57200	34550			*	1,105.00		
									SECURITY 1/17-1/25/26				
		2/02/26	9670	202602	320	57200	34550			*	1,080.00		
									SECURITY 1/31-2/8/26				
									ALL FLORIDA SECURITY SERVICES, INC.			3,805.00	000531
2/13/26	00034	2/01/26	20	202602	320	53800	34000			*	5,825.00		
									FEB 26- FIELD MGMT				
		2/01/26	20	202602	320	57200	45300			*	6,333.33		
									FEB 26- JANITORIAL				
									CALM IV			12,158.33	000532
2/13/26	00001	2/01/26	251	202602	310	51300	31300			*	459.42		
									FEB 26 - DISSEMINATION				
		2/01/26	251	202602	310	51300	35100			*	68.92		
									FEB 26 - WEBSITE ADMIN				
		2/01/26	251	202602	320	57200	45300			*	397.27		
									HD-JANITORIAL SUPPLIES				
		2/01/26	251	202602	320	57200	45300			*	346.73		
									AMAZN-JANITORIAL SUPPLIES				
		2/01/26	251	202602	320	57200	46100			*	159.62		
									AMAZON-DOG WASTE BAGS				
		2/01/26	251	202602	320	57200	46100			*	196.87		
									AMAZON-HOSE CART				
									GOVERNMENTAL MANAGEMENT SERVICES -			1,628.83	000533
2/13/26	00019	2/11/26	02112026	202602	300	15100	10000			*	100,000.00		
									TXFER EXCESS FUNDS TO SBA				
									VERANO # 3 CDD			100,000.00	000534
2/25/26	00061	2/16/26	9689	202602	320	57200	34550			*	1,080.00		
									SECURITY 2/14-2/22/26				
									ALL FLORIDA SECURITY SERVICES, INC.			1,080.00	000535
2/25/26	00021	2/04/26	INV-0008	202601	320	57200	45300			*	2,600.00		
									CLEANING 1/1-1/31/26				
									CHARLES CLEANING SERVICES LLC			2,600.00	000536
2/25/26	00014	1/30/26	11121333	202601	320	57200	34100			*	1,117.50		
									COORD LIFEST 1/10-1/23/26				
		2/13/26	11124883	202601	320	57200	34100			*	1,108.50		
									COORD LIFEST 1/24-2/6/26				
									FIRSTSERVICE RESIDENTIAL			2,226.00	000537

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/25/26	99999	2/25/26	VOID	202602	000	000000	000000			C	.00		
			VOID CHECK										
*****INVALID VENDOR NUMBER*****												.00	000538
2/25/26	00048	1/31/26	112	202601	320	57200	49400			*	36.94		
			CARDSTOCK										
		1/31/26	112	202601	320	57200	49400			*	71.84		
			CLAY SUPPLIES										
		1/31/26	112	202601	320	57200	49400			*	47.06		
			SIGN HOLDERS										
		1/31/26	112	202601	320	57200	49400			*	7.00		
			REFRESHMENTS										
		1/31/26	112	202601	320	57200	49400			*	24.08		
			CRAFT SUPPLIES										
		1/31/26	112	202601	320	57200	49400			*	50.00		
			BINGO PRIZES										
		1/31/26	112	202601	320	57200	49400			*	10.00		
			BINGO PRIZES										
		1/31/26	112	202601	320	57200	49400			*	119.64		
			HEART COOKIE DECOR SETS										
		1/31/26	112	202601	320	57200	49400			*	88.77		
			BREAKFAST FOOD										
		1/31/26	112	202601	320	57200	49400			*	4.52		
			MOVIE										
		1/31/26	112	202601	320	57200	49400			*	41.38		
			BAGELS										
		1/31/26	112	202601	320	57200	49400			*	59.40		
			BREAKFAST SUPPLIES										
		1/31/26	112	202601	320	57200	49400			*	169.72		
			BREAKFAST & ICE CREAM SPP										
		1/31/26	112	202601	320	57200	49400			*	35.94		
			MAGAZINES										
		1/31/26	112	202601	320	57200	49400			*	30.23		
			CRAFT SUPPLIES										
		1/31/26	112	202601	320	57200	49400			*	112.32		
			MAHJONG SETS										
		1/31/26	112	202601	320	57200	49400			*	96.29		
			COFFEE MAKER										
CENTRAL PARK HOA											1,005.13	000539	
2/25/26	00012	1/01/26	11598	202601	320	57200	46200			*	6,650.00		
			JAN 26 - C.PK AMENITY MNT										
		2/01/26	11810	202602	320	53800	46200			*	14,543.75		
			FEB 26 - LAWN MAINTENANCE										
		2/01/26	11819	202602	320	57200	46200			*	6,650.00		
			FEB 26 - C.PK AMENITY MNT										

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/01/26		11822		202602	320-53800-46200		FEB 26-LAWN MAINT CP G2	*	12,200.00		
2/12/26		11848		202602	320-53800-46260		IRRIG MAINLINE REP	*	2,221.90		
2/12/26		11849		202602	320-53800-46260		IRRIG MAINLINE REP	*	2,189.90		
FLORIDA EXOTIC LANDSCAPING CO INC										44,455.55	000540
2/25/26	00073	11/06/25	241703	202511	320-53800-60000		2 BENCHES	*	4,920.00		
		11/06/25	241703	202511	320-53800-60000		2 LITTER SIDE OPENING	*	2,320.00		
		11/06/25	241703	202511	320-53800-60000		SHIPPING/HANDLING	*	1,270.00		
LANDSCAPE FORMS, INC										8,510.00	000541
2/25/26	00037	2/01/26	21316	202602	320-57200-34500		FEB 26 - MONITORING	*	500.00		
		2/06/26	21361	202602	320-53800-60000		BALANCE ENT. VIDEO CAMERA	*	19,300.00		
SAFETOUCH										19,800.00	000542
2/27/26	00077	2/27/26	REFUND D	202602	300-22000-10000		ALEXANDRA DELGADO 2/21/26	*	250.00		
ALEXANDRA DELGADO										250.00	000543
2/27/26	00076	2/27/26	REFUND D	202602	300-22000-10000		ANNA CANALES 02/07/26	*	250.00		
ANNA CANALES										250.00	000544
TOTAL FOR BANK A									197,768.84		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/25/26	00039	1/27/26	DEC 25	202512 320-57200-43100	FOUNTAIN 12/16-1/16/26	*	13.09		
		1/27/26	DEC 25	202512 320-57200-43100	AMENITY 12/16-1/16/26	*	250.78		
		1/27/26	DEC 25	202512 320-57200-43100	POOL 12/16-1/16/26	*	254.51		
								518.38	080018
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2/25/26	00007	2/10/26	JAN 26	202601 320-53800-43100	IRRIG 1/09-2/10/26	*	934.97		
		2/10/26	JAN 26	202601 320-53800-43100	IRRIG 1/09-2/10/26	*	1,628.77		
		2/10/26	JAN 26	202601 320-53800-43001	MONUMENT 1/09-2/10/26	*	34.13		
		2/10/26	JAN 26	202601 320-53800-43001	MONUMENT 1/09-2/10/26	*	33.93		
		2/10/26	JAN 26	202601 320-53800-43000	FOUNTAIN 1/09-2/10/26	*	1,333.42		
		2/10/26	JAN 26	202601 320-53800-43000	SL 1/09-2/10/26	*	5,533.71		
		2/10/26	JAN 26	202601 320-57200-43000	AMENITY 1/09-2/10/26	*	963.53		
								10,462.46	080019
-----									
2/26/26	00022	2/01/26	1009999	202602 320-57200-43300	FEB 26- MO FEE/DUMPSTER	*	237.11		
								237.11	080020
-----									
							TOTAL FOR BANK Z	11,217.95	
							TOTAL FOR REGISTER	208,986.79	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/11/26	00078	3/05/26 13197	202603 320-57200-46500	REP SPLASH PAD	*	1,040.00	
				AQUAWORX LLC			1,040.00 000545
3/11/26	00034	3/01/26 23	202603 320-57200-34000	MAR 26- FIELD MGMT	*	5,825.00	
		3/01/26 23	202603 320-57200-45300	MAR 26- JANITORIAL	*	6,333.33	
		3/01/26 23	202603 320-57200-34000	MILEAGE	*	310.45	
				CALM IV			12,468.78 000546
3/11/26	00021	2/28/26 INV-0020	202602 320-57200-45300	CLEANING 2/1-2/28/26	*	2,600.00	
				CHARLES CLEANING SERVICES LLC			2,600.00 000547
3/11/26	00014	2/27/26 11128020	202602 320-57200-34100	COORD LIFEST 2/7-2/20/26	*	1,119.00	
				FIRSTSERVICE RESIDENTIAL			1,119.00 000548
3/11/26	00048	2/28/26 113	202602 320-57200-49400	BINGO GIFTS CARDS	*	50.00	
		2/28/26 113	202602 320-57200-49400	SNACKS & REFRESHMENTS	*	78.40	
		2/28/26 113	202602 320-57200-49400	CUPS & MAHJONG SET	*	106.77	
		2/28/26 113	202602 320-57200-49400	ICE CREAM SUPPLIES	*	71.32	
		2/28/26 113	202602 320-57200-49400	ICE CREAM & CUPS	*	20.31	
				CENTRAL PARK HOA			326.80 000549
3/11/26	99999	3/11/26 VOID	202603 000-00000-00000	VOID CHECK	C	.00	
				*****INVALID VENDOR NUMBER*****			.00 000550
3/11/26	00001	3/01/26 252	202603 310-51300-31300	MAR 26 - DISSEMINATION	*	459.42	
		3/01/26 252	202603 310-51300-35100	MAR 26 - WEBSITE ADMIN	*	68.92	
		3/01/26 252	202603 320-57200-45300	JANITORIAL SUPPLIES	*	256.99	
		3/01/26 252	202603 320-57200-45300	GARBAGE CANS & GRIP TAPE	*	43.77	
		3/01/26 252	202603 320-57200-45300	JANITORIAL SUPPLIES	*	58.42	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/01/26		252		202603	320	57200	45300		JANITORIAL SUPPLIES	*	58.42		
3/01/26		252		202603	320	57200	45300		JANITORIAL SUPPLIES	*	72.11		
3/01/26		252		202603	320	57200	45300		JANITORIAL SUPPLIES	*	44.65		
3/01/26		252		202603	320	57200	46000		DOG WASTE STATION BAGS	*	214.04		
3/01/26		252		202603	320	57200	46000		DOG POOPER SCOOPER	*	24.33		
3/01/26		252		202603	320	57200	45300		JANITORIAL SUPPLIES	*	27.63		
3/01/26		252		202603	320	57200	45300		TOILET BOWL CLEANER	*	88.70		
3/01/26		252		202603	320	57200	46000		DOG WASTE STATION BAGS	*	344.52		
3/01/26		252		202603	320	57200	45300		JANITORIAL SUPPLIES	*	314.85		
3/01/26		252		202603	320	57200	46100		ARTIFICIAL PLANTS	*	50.60		
3/01/26		252		202603	320	57200	46100		ARTIFICIAL PLANTS	*	1,845.68		
GOVERNMENTAL MANAGEMENT SERVICES -												3,973.05	000551
3/11/26	00031	2/20/26	02202026	202602	320	57200	45300		REIMB-JANITORIAL SUPPLIES	*	80.11		
		2/20/26	02202026	202602	320	57200	45300		REIMB-SCREWS	*	78.72		
		2/20/26	02202026	202602	320	57200	45300		REIMB-HEX NUTS	*	7.46		
MATTHEW HANS												166.29	000552
3/11/26	00027	2/21/26	26330202	202602	320	57200	46500		CGA FOAM LIFE RING	*	341.65		
		3/05/26	26330301	202603	320	57200	46400		MAR 26 - POOL SERVICE	*	2,350.00		
SANDY GORDON, INC												2,691.65	000553
3/25/26	00061	3/09/26	9725	202603	320	57200	34550		SECURITY 2/28-3/08/26	*	1,080.00		
ALL FLORIDA SECURITY SERVICES, INC.												1,080.00	000554
3/25/26	00014	3/13/26	11131515	202603	320	57200	34100		COORD LIFEST 2/21-3/6/26	*	1,194.60		
FIRSTSERVICE RESIDENTIAL												1,194.60	000555
MR3 --VERANO #3-- NMARINO													

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/25/26	00012	3/01/26	11920	202603 320-53800-46200		*	14,543.75		
			MAR 26 - LAWN MAINTENANCE						
		3/01/26	11929	202603 320-53800-46200		*	12,200.00		
			MAR 26-LAWN MAINT CP G2						
		3/01/26	11932	202603 320-57200-46200		*	6,650.00		
			MAR 26 - C.PK AMENITY MNT						
								33,393.75	000556
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3/25/26	00060	3/05/26	1001857	202603 320-57200-34500		*	141.00		
			ANNUAL FIRE EXTING INSP						
								141.00	000557
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3/25/26	00037	3/01/26	21456	202603 320-57200-34500		*	500.00		
			MAR 26 - MONITORING						
								500.00	000558
-----									
TOTAL FOR BANK A							60,694.92		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
3/11/26	00039	2/24/26	JAN 26	202601	320	57200	43100		FOUNTAIN 1/15-2/12/26	*	13.09			
		2/24/26	JAN 26	202601	320	57200	43100		AMENITY 1/15-2/12/26	*	196.78			
		2/24/26	JAN 26	202601	320	57200	43100		POOL 1/15-2/12/26	*	162.33			
												CITY OF PORT ST. LUCIE (AUTOPAY)	372.20	080021
3/25/26	00022	3/01/26	1015291	202603	320	57200	43300		MAR 26- MO FEE/DUMPSTER	*	237.11			
												FCC ENVIRONMENTAL SERVICES AUTO PAY	237.11	080022
3/25/26	00007	3/11/26	FEB 26	202602	320	53800	43100		IRRIG 2/10-3/11/26	*	947.99			
		3/11/26	FEB 26	202602	320	53800	43100		IRRIG 2/10-3/11/26	*	1,357.35			
		3/11/26	FEB 26	202602	320	53800	43001		MONUMENT 2/10-3/11/26	*	33.85			
		3/11/26	FEB 26	202602	320	53800	43001		MONUMENT 2/10-3/11/26	*	33.61			
		3/11/26	FEB 26	202602	320	53800	43000		FOUNTAIN 2/10-3/11/26	*	1,204.11			
		3/11/26	FEB 26	202602	320	53800	43000		SL 2/10-3/11/26	*	5,528.51			
		3/11/26	FEB 26	202602	320	57200	43000		AMENITY 2/10-3/11/26	*	882.23			
												FPL AUTO PAY	9,987.65	080023
											TOTAL FOR BANK Z	10,596.96		
											TOTAL FOR REGISTER	71,291.88		

***Verano #3***  
***Community Development District***

***Unaudited Financial Reporting***  
***March 31, 2026***



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**Verano #3**  
**Community Development District**  
**Combined Balance Sheet**  
**March 31, 2026**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 18,310	\$ -	\$ -	\$ 18,310
Due from Verano # 5	10,500	2,277	-	12,776
<u>Investments:</u>				
State Board of Administration (SBA)	1,442,896	-	-	1,442,896
<b>Series 2021</b>				
Reserve	-	269,116	-	269,116
Revenue	-	593,964	-	593,964
Master Acquisition	-	-	23,614	23,614
Acquisiton Pod 1	-	-	12,656	12,656
Acquisition Pod 4	-	-	2,334	2,334
<b>Series 2022</b>				
Reserve	-	694,859	-	694,859
Revenue	-	750,367	-	750,367
Infrastructure Pod 6	-	-	6,812	6,812
Infrastructure Pod 7	-	-	49,726	49,726
Deposits	8,139	-	-	8,139
<b>Total Assets</b>	<b>\$ 1,479,845</b>	<b>\$ 2,310,582</b>	<b>\$ 95,142</b>	<b>\$ 3,885,569</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 15,589	\$ -	\$ -	15,589
Clubhouse Deposits	500	-	-	500
<b>Total Liabilites</b>	<b>\$ 16,089</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,089</b>
<b>Fund Balance:</b>				
Nonspendable:				
Deposits	\$ 8,139	\$ -	\$ -	\$ 8,139
Restricted for:				
Debt Service	-	2,310,582	-	2,310,582
Capital Project	-	-	95,142	95,142
Assigned for:				
Capital Reserves	120,000	-	-	120,000
Unassigned	1,335,617	-	-	1,335,617
<b>Total Fund Balances</b>	<b>\$ 1,463,756</b>	<b>\$ 2,310,582</b>	<b>\$ 95,142</b>	<b>\$ 3,869,480</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 1,479,845</b>	<b>\$ 2,310,582</b>	<b>\$ 95,142</b>	<b>\$ 3,885,569</b>

**Verano #3**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 1,226,227	\$ 1,226,227	\$ 1,214,475	\$ (11,752)
Intergovernmental Transfer <sup>(1)</sup>	34,188	34,188	34,188	-
Interest Income	20,000	10,000	21,715	11,715
Amenity Revenue	-	-	2,185	2,185
<b>Total Revenues</b>	<b>\$ 1,280,415</b>	<b>\$ 1,270,415</b>	<b>\$1,272,564</b>	<b>\$ 2,149</b>

**Expenditures:**

**General & Administrative:**

Annual Audit	\$ 6,700	\$ 6,700	\$ 6,800	\$ (100)
Arbitrage Rebate	1,100	550	550	-
Dissemination Agent	5,513	2,756	2,757	(0)
Trustee Fees	13,200	4,445	4,445	-
Website Maintenance	827	414	414	0
Insurance General Liability	5,886	5,886	5,672	214
Other Current Charges	787	394	529	(136)
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total General &amp; Administrative</b>	<b>\$ 34,188</b>	<b>\$ 21,319</b>	<b>\$ 21,341</b>	<b>\$ (22)</b>

**Operations & Maintenance**

**Common Area Maintenance Expenditures**

Electric Utility Services	\$ 102,000	\$ 51,000	\$ 53,600	\$ (2,600)
Landscape Maintenance	320,928	160,464	160,463	2
Plant Replacement	30,000	15,000	-	15,000
Irrigation Repairs	15,000	7,500	8,877	(1,377)
Irrigation Pump Maintenance	6,000	3,000	241	2,759
Lake Midgets	10,200	5,100	-	5,100
Pest Control & Fertilization	26,000	13,000	339	12,661
Mulch	50,000	25,000	11,530	13,470
Sidewalk/Road Repairs	25,000	12,500	600	11,900
Sign Maintenance	10,000	5,000	-	5,000
Entry & Walls Maintenance	25,000	12,500	-	12,500
Holiday Decoration	2,200	2,200	3,200	(1,000)
Capital Outlay	37,813	37,813	106,830	(69,017)
<b>SUBTOTAL COMMON AREA MAINTENANCE</b>	<b>\$ 660,141</b>	<b>\$ 350,077</b>	<b>\$ 345,679</b>	<b>\$ 4,398</b>

**Verano #3**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Amenity Center/Park Maintenance</b>				
Clubhouse/Restroom Building Maintenance	\$ 10,000	\$ 5,000	\$ 8,762	\$ (3,762)
Common Area Maintenance	10,000	5,000	583	4,417
A/C Maintenance	3,000	1,500	-	1,500
Sidewalk/Parking lot repairs	15,000	7,500	-	7,500
Amenity Management	70,000	35,000	36,383	(1,383)
Lifestyle Management	31,417	15,709	12,646	3,063
Security Service	34,944	17,472	13,525	3,947
Property Insurance	60,000	60,000	54,392	5,608
Pool Maintenance Contracts	28,200	14,100	14,100	-
Pool repairs	10,000	5,000	2,224	2,776
Pool Permit	525	-	-	-
Landscape/Irrigation Maintenance	99,800	49,900	39,900	10,000
Mulch	20,000	10,000	-	10,000
Plant Replacement	20,000	10,000	6,000	4,000
Irrigation Repairs	12,500	6,250	-	6,250
Pest Control & Fertilization	10,000	5,000	-	5,000
Playground Maintenance (includes inspection)	5,000	2,500	-	2,500
Water Utility Services	20,000	10,000	2,235	7,765
Electrical Utility Services	18,000	9,000	5,502	3,498
Janitorial Services/Supplies	99,200	49,600	52,875	(3,275)
Access Control (gates)	8,000	4,000	382	3,618
Security Cameras (monitoring)	15,000	7,500	3,691	3,809
Trash Collection	5,000	2,500	1,423	1,077
Special Events	6,000	3,000	5,228	(2,228)
Capital Outlay	25,000	12,500	-	12,500
Capital Improvements	20,000	10,000	-	10,000
<b>SUBTOTAL AMENITY CENTER/PARK MAINTENANCE</b>	<b>\$ 656,586</b>	<b>\$ 358,031</b>	<b>\$ 259,851</b>	<b>\$ 98,179</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 1,316,727</b>	<b>\$ 708,108</b>	<b>\$ 605,530</b>	<b>\$ 102,578</b>
<b>Total Expenditures</b>	<b>\$ 1,350,915</b>	<b>\$ 729,427</b>	<b>\$ 626,870</b>	<b>\$ 102,556</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (70,500)</b>	<b>\$ 540,988</b>	<b>\$ 645,693</b>	<b>\$ 104,705</b>
<b>Net Change in Fund Balance</b>	<b>\$ (70,500)</b>	<b>\$ 540,988</b>	<b>\$ 645,693</b>	<b>\$ 104,705</b>
<b>Fund Balance - Beginning</b>	<b>\$ 70,500</b>		<b>\$ 818,063</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,463,756</b>	

<sup>(1)</sup> Transfers from Verano #5

**Verano #3**  
**Community Development District**  
**Debt Service Fund Series 2021**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budge Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 538,231	\$ 538,231	\$ 533,619	\$ (4,612)
Interest Income	10,000	5,000	10,806	5,806
<b>Total Revenues</b>	<b>\$ 548,231</b>	<b>\$ 543,231</b>	<b>\$ 544,426</b>	<b>\$ 1,195</b>
<b>Expenditures:</b>				
Interest - 11/01	\$ 160,316	\$ 160,316	\$ 160,316	\$ -
Principal - 05/01	220,000	-	-	-
Interest - 05/01	160,316	-	-	-
<b>Total Expenditures</b>	<b>\$ 540,631</b>	<b>\$ 160,316</b>	<b>\$ 160,316</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 7,600</b>	<b>\$ 382,915</b>	<b>\$ 384,110</b>	<b>\$ 1,195</b>
<b>Other Financing Sources/(Uses):</b>				
Interfund Transfer In/(Out)	\$ (8,000)	(4,000)	\$ (5,074)	\$ (1,074)
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (8,000)</b>	<b>\$ (4,000)</b>	<b>\$ (5,074)</b>	<b>\$ (1,074)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (400)</b>	<b>\$ 382,883</b>	<b>\$ 379,036</b>	<b>\$ 121</b>
<b>Fund Balance - Beginning</b>	<b>\$ 214,666</b>		<b>\$ 485,174</b>	
<b>Fund Balance - Ending</b>	<b>\$ 214,265</b>		<b>\$ 864,210</b>	

**Verano #3**  
**Community Development District**  
**Debt Service Fund Series 2022**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budge Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 695,100	\$ 695,100	\$ 687,837	\$ (7,263)
Interest Income	40,000	20,000	20,060	60
<b>Total Revenues</b>	<b>\$ 735,100</b>	<b>\$ 715,100</b>	<b>\$ 707,898</b>	<b>\$ (7,202)</b>
<b>Expenditures:</b>				
Interest - 11/01	\$ 285,190	\$ 285,190	\$ 285,190	\$ -
Principal - 11/01	120,000	120,000	120,000	-
Interest - 05/01	281,665	-	-	-
<b>Total Expenditures</b>	<b>\$ 686,855</b>	<b>\$ 405,190</b>	<b>\$ 405,190</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 48,245</b>	<b>\$ 309,910</b>	<b>\$ 302,708</b>	<b>\$ (7,202)</b>
<b>Other Financing Sources/(Uses):</b>				
Interfund Transfer In/(Out)	\$ (26,400)	(13,200)	\$ (12,874)	\$ 326
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (26,400)</b>	<b>\$ (13,200)</b>	<b>\$ (12,874)</b>	<b>\$ 326</b>
<b>Net Change in Fund Balance</b>	<b>\$ 21,845</b>	<b>\$ 296,710</b>	<b>\$ 289,833</b>	<b>\$ (6,877)</b>
<b>Fund Balance - Beginning</b>	<b>\$ 459,348</b>		<b>\$ 1,156,538</b>	
<b>Fund Balance - Ending</b>	<b>\$ 481,193</b>		<b>\$ 1,446,371</b>	

**Verano #3**  
**Community Development District**  
**Capital Projects Fund Series 2021**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues</b>				
Interest Income	\$ -	\$ -	\$ 663	\$ 663
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 663</b>	<b>\$ 663</b>
<b>Expenditures:</b>				
Capital Outlay - Pod 5 Master	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Pod 1	-	-	-	-
Capital Outlay - Pod 4	-	-	-	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 663</b>	<b>\$ 663</b>
<b>Other Financing Sources/(Uses)</b>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ 5,074	\$ 5,074
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,074</b>	<b>\$ 5,074</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,737</b>	<b>\$ 5,737</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 32,868</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 38,605</b>	

**Verano #3**  
**Community Development District**  
**Capital Projects Fund Series 2022**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues</b>				
Interest Income	\$ -	\$ -	\$ 895	\$ 895
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 895</b>	<b>\$ 895</b>
<b>Expenditures:</b>				
Capital Outlay - Pod 6	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Pod 7	-	-	-	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 895</b>	<b>\$ 895</b>
<b>Other Financing Sources/(Uses)</b>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ 12,874	\$ 12,874
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,874</b>	<b>\$ 12,874</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,769</b>	<b>\$ 13,769</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 42,768</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 56,538</b>	

**Verano #3**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Special Assessments - Tax Roll	\$ -	\$ 96,031	\$ 885,681	\$ 11,983	\$ 212,839	\$ 7,941	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,214,475
Intergovernmental Transfer (1)	-	34,188	-	-	-	-	-	-	-	-	-	-	34,188
Interest Income	2,417	2,201	3,598	4,456	4,225	4,819	-	-	-	-	-	-	21,715
Amenity Revenue	540	-	540	810	270	25	-	-	-	-	-	-	2,185
<b>Total Revenues</b>	<b>\$ 2,957</b>	<b>\$ 132,419</b>	<b>\$ 889,819</b>	<b>\$ 17,250</b>	<b>\$ 217,334</b>	<b>\$ 12,785</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,272,564</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Annual Audit	\$ -	\$ 1,000	\$ 5,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,800
Arbitrage Rebate	-	-	550	-	-	-	-	-	-	-	-	-	550
Dissemination Agent	459	459	459	459	459	459	-	-	-	-	-	-	2,757
Trustee Fees	-	4,445	-	-	-	-	-	-	-	-	-	-	4,445
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Website Maintenance	69	69	69	69	69	69	-	-	-	-	-	-	414
Insurance General Liability	5,672	-	-	-	-	-	-	-	-	-	-	-	5,672
Other Current Charges	83	188	84	81	46	47	-	-	-	-	-	-	529
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ 6,458</b>	<b>\$ 6,161</b>	<b>\$ 6,962</b>	<b>\$ 610</b>	<b>\$ 575</b>	<b>\$ 575</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,341</b>
<b>Operations &amp; Maintenance</b>													
<b>Common Area Maintenance Expenditures</b>													
Electric Utility Services	8,535	8,435	8,920	9,499	9,105	9,105	-	-	-	-	-	-	53,600
Landscape Maintenance	26,744	26,744	26,744	26,744	26,744	26,744	-	-	-	-	-	-	160,463
Plant Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	-	-	4,465	-	4,412	-	-	-	-	-	-	-	8,877
Irrigation Pump Maintenance	-	-	-	241	-	-	-	-	-	-	-	-	241
Pest Control & Fertilization	-	-	339	-	-	-	-	-	-	-	-	-	339
Mulch	-	-	11,530	-	-	-	-	-	-	-	-	-	11,530
Sidewalk/Road Repairs	-	-	600	-	-	-	-	-	-	-	-	-	600
Sign Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Entry & Walls Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Decoration	-	3,200	-	-	-	-	-	-	-	-	-	-	3,200
Capital Outlay	22,120	17,210	38,772	9,428	19,300	-	-	-	-	-	-	-	106,830
<b>Subtotal Field Expenditures</b>	<b>\$ 57,399</b>	<b>\$ 55,589</b>	<b>\$ 91,369</b>	<b>\$ 45,912</b>	<b>\$ 59,561</b>	<b>\$ 35,849</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 345,679</b>

**Verano #3**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Amenity Center/Park Maintenance</b>													
Clubhouse/Restroom Building Maintenance	\$ 47	\$ 3,888	\$ 526	\$ 2,049	\$ 356	\$ 1,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,762
Common Area Maintenance	-	-	-	-	-	583	-	-	-	-	-	-	583
A/C Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk/Parking lot repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Amenity Management	5,825	6,563	6,209	5,825	5,825	6,135	-	-	-	-	-	-	36,383
Lifestyle Management	1,921	2,152	2,157	3,020	1,119	2,278	-	-	-	-	-	-	12,646
Security Service	2,160	2,160	2,700	2,185	2,160	2,160	-	-	-	-	-	-	13,525
Property Insurance	54,392	-	-	-	-	-	-	-	-	-	-	-	54,392
Pool Maintenance Contracts	2,350	2,350	2,350	2,350	2,350	2,350	-	-	-	-	-	-	14,100
Pool repairs	843	-	-	-	342	1,040	-	-	-	-	-	-	2,224
Pool Permit	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape/Irrigation Maintenance	6,650	6,650	6,650	6,650	6,650	6,650	-	-	-	-	-	-	39,900
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
Plant Replacement	6,000	-	-	-	-	-	-	-	-	-	-	-	6,000
Irrigation Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control & Fertilization	-	-	-	-	-	-	-	-	-	-	-	-	-
Playground Maintenance (includes inspection)	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Utility Services	728	605	521	375	3	3	-	-	-	-	-	-	2,235
Electrical Utility Services	953	874	947	964	882	882	-	-	-	-	-	-	5,502
Janitorial Services/Supplies	8,933	8,933	8,933	8,933	9,844	7,299	-	-	-	-	-	-	52,875
Access Control (gates)	230	-	-	153	-	-	-	-	-	-	-	-	382
Security Cameras (monitoring)	1,050	500	500	500	500	641	-	-	-	-	-	-	3,691
Trash Collection	237	237	237	237	237	237	-	-	-	-	-	-	1,423
Special Events	978	973	856	1,005	327	1,088	-	-	-	-	-	-	5,228
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ 93,296</b>	<b>\$ 35,886</b>	<b>\$ 32,587</b>	<b>\$ 34,246</b>	<b>\$ 30,595</b>	<b>\$ 33,242</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 259,851</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 150,695</b>	<b>\$ 91,475</b>	<b>\$ 123,956</b>	<b>\$ 80,157</b>	<b>\$ 90,156</b>	<b>\$ 69,091</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 605,530</b>
<b>Total Expenditures</b>	<b>\$ 157,153</b>	<b>\$ 97,636</b>	<b>\$ 130,918</b>	<b>\$ 80,767</b>	<b>\$ 90,730</b>	<b>\$ 69,667</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 626,870</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (154,196)</b>	<b>\$ 34,784</b>	<b>\$ 758,901</b>	<b>\$ (63,517)</b>	<b>\$ 126,603</b>	<b>\$ (56,881)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 645,693</b>
<b>Net Change in Fund Balance</b>	<b>\$ (154,196)</b>	<b>\$ 34,784</b>	<b>\$ 758,901</b>	<b>\$ (63,517)</b>	<b>\$ 126,603</b>	<b>\$ (56,881)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 645,693</b>

**Verano #3**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2021, Special Assessment Bonds (Phase 1 Assessment Area)</b>		
Bond Issue:	5/6/2021	\$9,710,000
Term 1:	\$1,050,000	
Interest Rate:	2.375%	
Maturity Date:	5/1/2026	
Term 2:	\$1,190,000	
Interest Rate:	3.000%	
Maturity Date:	5/1/2031	
Term 3:	\$3,055,000	
Interest Rate:	3.375%	
Maturity Date:	5/1/2041	
Term 4:	\$4,415,000	
Interest Rate:	4.000%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$269,116	
Reserve Fund Balance	269,116	
Bonds Outstanding		\$9,710,000
Less: Principal Payment - 5/1/22		(\$200,000)
Less: Principal Payment - 5/1/23		(\$205,000)
Less: Principal Payment - 5/1/24		(\$210,000)
Less: Principal Payment - 5/1/25		(\$215,000)
<b>Current Bonds Outstanding</b>		<b>\$8,880,000</b>

<b>Series 2022, Special Assessment Bonds (Phase 2 Assessment Area)</b>		
Bond Issue:	11/15/2022	\$9,015,000
Term 1:	\$930,000	
Interest Rate:	5.875%	
Maturity Date:	11/1/2029	
Term 2:	\$3,140,000	
Interest Rate:	6.450%	
Maturity Date:	11/1/2042	
Term 3:	\$4,945,000	
Interest Rate:	6.625%	
Maturity Date:	11/1/2052	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$694,859	
Reserve Fund Balance	694,859	
Bonds Outstanding		\$9,015,000
Less: Principal Payment - 11/1/23		(\$130,000)
Less: Principal Payment - 11/1/24		(\$115,000)
Less: Principal Payment - 11/1/25		(\$120,000)
<b>Current Bonds Outstanding</b>		<b>\$8,650,000</b>

**Verano #3**  
**Community Development District**  
**Capital Projects Fund Series 2021**

**1. Recap of Capital Project Fund Activity Through March 31, 2026**

Opening Balance in Construction Account	\$9,198,510.84
Source of Funds:	
Interest Earned	\$31,270.67
Impact Fees	\$189,200.00
Sales Proceeds	\$289,300.00
Developer Funding	\$3,136,785.04
Interfund Transfer In/(Out)	\$43,210.88
Use of Funds:	
Disbursements:	
Roadways Improvements	(\$2,572,802.53)
Stormwater Management	(\$3,958,912.20)
Water Distribution System	(\$5,036,456.72)
Professional Fees	(\$1,115,839.24)
COI	(\$165,662.25)
<b>Adjusted Balance in Construction Account at March 31, 2026</b>	<b><u><u>\$38,604.49</u></u></b>

**2. Funds Available For Construction at March 31, 2026**

Book Balance of Construction Fund March 31, 2026	\$38,604.49
Construction Funds available at March 31, 2026	<u><u>\$38,604.49</u></u>

**3. Investments - US Bank**

March 31, 2026	<u>Principal</u>
Construction Fund:	\$38,604.49

	Contracts Payable
	\$0.00
Balance at 03/31/2026	<u><u>\$38,604.49</u></u>

**Verano #3**  
**Community Development District**  
**Capital Projects Fund Series 2022**

**1. Recap of Capital Project Fund Activity Through March 31, 2026**

Opening Balance in Construction Account		\$8,320,141.24
Source of Funds:	Interest Earned	\$65,424.87
	Interfund Transfer In/(Out)	\$98,404.62
	Developer Contribution	\$1,627,938.02
Use of Funds:		
Disbursements:	Roadways Improvements	(\$963,509.91)
	Stormwater Management	(\$4,243,258.13)
	Water Distribution System	(\$4,451,071.80)
	Professional Fees	(\$12,870.00)
	COI	(\$384,661.25)
<b>Adjusted Balance in Construction Account at March 31, 2026</b>		<b><u><u>\$56,537.66</u></u></b>

**2. Funds Available For Construction at March 31, 2026**

Book Balance of Construction Fund March 31, 2026		\$56,537.66
Construction Funds available at March 31, 2026		<b><u><u>\$56,537.66</u></u></b>

**3. Investments - US Bank**

March 31, 2026		<u>Principal</u>
Construction Fund:		\$56,537.66
	Contracts Payable	\$0.00
	Balance at 03/31/2026	<b><u><u>\$56,537.66</u></u></b>

# Verano #3

Community Development District  
 Summary Tax Collections  
 Fiscal Year Ending September 30, 2026

								GF POD G		PS87	PS95	Total	
								Verano #5	Verano #3	Verano #3	Verano #3	Total	
								\$192,230.09	\$1,332,855.44	\$585,033.54	\$755,543.14	\$2,865,662.21	
								\$176,851.68	\$1,226,227.00	\$538,230.86	\$695,099.69	\$2,636,409.23	
								6.71%	46.51%	20.42%	26.37%	100.00%	
										Series 2021	Series 20222		
Date Received	Description	Gross Tax Received	Discounts/ (Penalties)	Commissions	Property Appraisal	Interest	Net Amount Received	General Fund	General Fund	Debt Service Fund	Debt Service Fund	Total	
								Master O&M	O&M Pod G	Pod G	Pod G		
								2.00%					
11/10/25	02/28-11/01/25	\$3,127	\$165	\$59	\$0	\$0	\$2,902	\$199	\$1,357	\$790	\$556	\$2,902	
11/17/25	11/01-11/06/25	\$47,817	\$1,913	\$918	\$0	\$0	\$44,986	\$3,022	\$20,932	\$9,409	\$11,623	\$44,986	
11/21/25	11/07-11/13/25	\$167,136	\$6,685	\$3,209	\$0	\$0	\$157,241	\$10,887	\$73,741	\$48,181	\$24,432	\$157,241	
12/02/25	11/14-11/20/25	\$124,233	\$4,969	\$2,385	\$0	\$0	\$116,878	\$8,273	\$55,133	\$44,323	\$9,150	\$116,878	
12/01/25	Property Appraiser	\$0	\$0	\$0	\$57,313	\$0	(\$57,313)	-\$3,845	-\$26,657	-\$11,701	-\$15,111	-\$57,313	
12/08/25	11/21-11/27/25	\$1,564,510	\$62,581	\$30,039	\$0	\$0	\$1,471,891	\$99,635	\$686,200	\$343,082	\$342,973	\$1,471,891	
12/12/25	11/28-12/04/25	\$89,353	\$3,420	\$1,719	\$0	\$0	\$84,215	\$5,652	\$39,175	\$17,337	\$22,051	\$84,215	
12/19/25	12/05-12/11/25	\$21,085	\$682	\$408	\$0	\$0	\$19,995	\$1,324	\$9,269	\$3,249	\$6,154	\$19,995	
12/31/25	12/12-12/18/25	\$284,717	\$11,307	\$5,468	\$0	\$0	\$267,942	\$16,818	\$122,561	\$0	\$128,563	\$267,942	
01/06/26	12/19-12/25/25	\$2,716	\$81	\$53	\$0	\$0	\$2,582	\$187	\$1,225	\$1,170	\$0	\$2,582	
01/09/26	11/02-12/31/25	\$11,179	\$335	\$217	\$0	\$0	\$10,626	\$716	\$4,949	\$2,340	\$2,621	\$10,626	
01/09/26	interest	\$0	\$0	\$0	\$0	\$1,498	\$1,498	\$1,498	\$0	\$0	\$0	\$1,498	
01/16/26	01/02-01/08/26	\$8,147	\$163	\$160	\$0	\$0	\$7,825	\$541	\$3,668	\$2,364	\$1,252	\$7,825	
01/26/26	01/09-01/15/26	\$4,874	\$97	\$96	\$0	\$0	\$4,681	\$294	\$2,141	\$0	\$2,246	\$4,681	
01/30/26	01/16-01/22/26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
02/06/26	01/23-01/29/26	\$330,209	\$6,604	\$6,472	\$0	\$0	\$317,133	\$20,023	\$145,271	\$5,545	\$146,295	\$317,133	
02/13/26	01/30-02/05/26	\$8,368	\$104	\$165	\$0	\$0	\$8,099	\$534	\$3,750	\$1,194	\$2,622	\$8,099	
02/23/26	02/06-02/12/26	\$138,500	\$1,385	\$2,742	\$0	\$0	\$134,372	\$9,721	\$63,760	\$60,892	\$0	\$134,372	
02/27/26	02/13-02/19/26	\$127	\$0	\$3	\$0	\$0	\$124	\$9	\$59	\$56	\$0	\$124	
03/06/26	02/20-02/26/26	\$3,475	\$27	\$69	\$0	\$0	\$3,379	\$244	\$1,603	\$1,531	\$0	\$3,379	
03/13/26	02/27-03/05/26	\$8,886	\$54	\$177	\$0	\$0	\$8,655	\$601	\$4,062	\$2,728	\$1,264	\$8,655	
03/20/26	03/06-03/12/26	\$2,437	\$0	\$49	\$0	\$0	\$2,388	\$150	\$1,093	\$0	\$1,146	\$2,388	
03/27/26	03/13-03/19/26	\$2,546	\$0	\$51	\$0	\$0	\$2,495	\$180	\$1,184	\$1,131	\$0	\$2,495	
<b>TOTALS</b>		\$2,823,441	\$100,573	\$54,457	\$57,313	\$1,498	\$2,612,596	\$176,664	\$1,214,475	\$533,619	\$687,837	\$2,612,596	
								YTD collected %	98.54%	98.53%	98.66%	98.42%	98.53%
								YTD Gross collected	\$189,415	\$1,313,247	\$577,203	\$743,576	\$2,823,441
								YTD Outstanding	\$2,816	\$19,608	\$7,831	\$11,967	\$42,222