



Verano #3

Community Development District

<http://www.Verano3cdd.com>

William Fife, Chairman

Jonathan Seifel, Vice Chairman

Tim Smith, Assistant Secretary

Luis Carcamo, Assistant Secretary

Darren Weimer, Assistant Secretary

January 15, 2026



Verano #3

Community Development District

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: Darren Weimer – (A.S.)	

Thursday
January 15, 2026
11:30 a.m.

Verano Social Clubhouse
10291 SW Visconti Way, Port St. Lucie, FL
[Join the meeting now](#)

Meeting ID: 221 658 881 196 and Passcode: EL6Ak9xT
1 872-240-4685 and Phone Conference ID: 327 042 38#

1. Roll Call
2. Approval of Minutes of the October 30, 2025 Meeting – **Page 4**
3. Public Hearing to Adopt the Rules
 - A. Motion to Open the Public Hearing
 - B. Public Comment and Discussion
 - C. Consideration of **Resolution #2026-05** Adopting the Rules – **Page 13**
 - D. Motion to Close the Public Hearing
4. Ratification of:
 - A. Addendum to Lake Maintenance Agreement with SOLitude Lake Management, LLC – **Page 17**
 - B. Master Services Agreement with Flock Group, Inc. – **Page 22**
 - C. Holiday Lighting Installation Services Agreement with Holiday Seasonal Lights, LLC – **Page 46**
 - D. Agreement for Engineering Services with Mills, Short Associates, LLC – **Page 60**
 - E. Amendment to Agreement for Cleaning Services with Charles Cleaning Services, LLC – **Page 75**
5. Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2025 – **Page 78**
6. Acceptance of Audit for Fiscal Year Ending in September 30, 2025 – **Page 83**
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager
 - 1) CDD Drainage Installation with Florida Irrigation Service
 - a. Clubhouse – **Page 120**

- b. Lift Station – **Page 121**
- c. Community Development District – **Page 122**
- 2) Street Signs Proposal with Onsight Industries, LLC – **Page 123**
- 3) CDD Easement Pebbles Installation with Florida Exotic Landscaping Irrigation – **Page 138**
- 4) Mosquito Control Services with Clarke Environmental Mosquito Management, Inc. – **Page 139**

D. Manager

8. Financial Reports

A. Check Run Summary – **Page 149**

B. Acceptance of Unaudited Financials – **Page 159**

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>

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

The special meeting of the Board of Supervisors of the Verano #3 Community Development Districts was held on Thursday, October 30, 2025, at 11:30 a.m. at 10291 SW Visconti Way, Port St. Lucie, Florida.

Present and constituting a quorum were:

William Fife	Chairman (by phone)
John Seifel	Vice Chairman
Luis Carcamo	Assistant Secretary
Darren Weimer	Assistant Secretary

Also present were:

Andressa Hinz Philippi	District Manager
Dmitry Gulyamov	Governmental Management Services
Jere Earlywine	District Counsel
Brandon Ulmer	Mills, Short & Associates

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the
August 21, 2025 Meeting**

Ms. Hinz Philippi presented the minutes from the August 21, 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. Carcamo seconded by Mr. Weimer with all in favor, the Minutes of the August 21, 2025 Meeting were approved.
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THIRD ORDER OF BUSINESS**Consideration of Resolution #2026-01 Designating Jere Earlywine of Kutak Rock, LLP as the District's Registered Agent**

Ms. Hinz Philippi presented Resolution #2026-01 designating Jere Earlywine of Kutak Rock, LLC as the District's registered agent and gave a brief explanation of this item. She then asked for any questions or comments, and upon hearing none, asked for a motion to approve the resolution.

On MOTION by Mr. Smith seconded by Mr. Carcamo with all in favor, Resolution #2026-01 designating Jere Earlywine of Kutak Rock, LLC as the District's Registered Agent was approved.

FOURTH ORDER OF BUSINESS**Consideration of Resolution #2026-02 Setting the Public Hearing for Parking Rules**

- A. Rules Relating to Parking Enforcement**
- B. CDD/HOA Agreement Parking Enforcement**

Ms. Hinz Philippi presented resolution #2026-02 setting the public hearing for parking rules stating this would be the agreement with the city to enforce the parking rules. She also stated both items A and B were discussed at the previous meeting and she was just bringing this back to the Board to set the public hearing because there was a 60-day notice requirement to advertise the public hearing.

(At this point there was a brief discussion among the Board members, Mr. Earlywine and District staff relating to this item)(Mr. Earlywine also made a few additional comments relating to this item)

Mr. Earlywine then asked for a motion to adopt resolution #2026-02 setting the public hearing on January 15, 2025 at 11:00 a.m. and also appointing Bill Fife to work with staff on behalf of the District to revise the rules for parking.

On MOTION by Mr. Weimer seconded by Mr. Carcamo with all in favor, Resolution #2026-02 setting the Public Hearing for Parking Rules on January 15, 2026 at 11:30 a.m. at 10291 SW Visconti Way, Port St. Lucie, Florida and appointing Mr. Bill Fife as liaison on behalf of the District to work with District staff and the HOA on the parking enforcement agreement was approved.

Mr. Earlywine also stated the Board could defer item 4B, CDD/HOA agreement for onsite parking enforcement, and just table this item until the January 15th meeting.

FIFTH ORDER OF BUSINESS

Consideration of Resolution #2026-03 Authorizing the Traffic Enforcement Agreement

A. Agreement for Traffic Enforcement of CDD Roads

Mr. Earlywine then presented resolution #2026-03 authorizing the traffic enforcement agreement of CDD roads. He then gave a brief explanation of this item and asked for any comments or questions. Upon hearing none, he asked for a motion to adopt the resolution.

Ms. Hinz Philippi also made a few additional comments relating to this item.

On MOTION by Mr. Smith seconded by Mr. Carcamo with all in favor, Resolution #2026-03 authorizing the Traffic Enforcement Agreement of CDD roads was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution #2026-04 Authorizing an Amendment to the District's Boundaries

A. Boundary Amendment Funding Agreement (2025)

Mr. Earlywine presented Resolution #2026-04 authorizing an amendment to the District's boundaries and gave a brief explanation of this item. He then asked for any questions or comments, and upon hearing none, asked for a motion to approve the resolution and the boundary funding agreement for 2025.

On MOTION by Mr. Seifel seconded by Mr. Weimer with all in favor, Resolution #2026-04 authorizing an Amendment to the District's Boundaries and also the Boundary Amendment Funding Agreement (2025) was approved.

SEVENTH ORDER OF BUSINESS Approval of:**A. Cost Share Agreement (Commercial Parcel)**

Mr. Earlywine presented the cost share agreement for the commercial parcel and gave a brief explanation stating the agreement was still being reviewed by developer's counsel so this would need to be approved in substantial final form. He then asked for any questions or comments, and upon hearing none, asked for a motion to approve the agreement in substantial final form.

(At this point there was a brief discussion among the Board members and Mr. Earlywine relating to this item)

On MOTION by Mr. Seifel seconded by Mr. Carcamo with all in favor, the Cost Share Agreement (Commercial Parcel) in substantial final form was approved.

B. Quit Claim Deed

Mr. Earlywine presented the quit claim deed and gave a brief explanation of this item. He then asked for any questions or comments, and upon hearing none, asked for a motion to approve.

On MOTION by Mr. Seifel seconded by Mr. Carcamo with all in favor, the Quit Claim Deed was approved.

C. Cleaning Service Contract Agreement with Charles Cleaning Service, LLC

Ms. Hinz Philippi presented the cleaning service contract agreement with Charles Cleaning Service, LLC and gave a brief explanation stating they needed to amend this contract as a result of reducing the number of service days from 7 days to 2. She then asked for any questions or comments, and upon hearing none, asked for a motion to approve.

On MOTION by Mr. Seifel seconded by Mr. Carcamo with all in favor, the Cleaning Service Contract Agreement with Charles Cleaning Service LLC was approved.

EIGHTH ORDER OF BUSINESS**Ratification of:**

- A. Estimate #6587 & #6653 with Florida Exotic Landscaping Irrigation
- B. Quote #0000446077 for Additional Benches with Landscape Forms, Inc.
- C. Agreement for Services by and Between Verano #3 Community Development District and Florida Irrigation Service, LLC
- D. Agreement for Services by and Between Verano #3 Community Development District and Florida Mulch, Inc.
- E. Cost Share for Mailbox Pavilion
- F. Security Services Agreement with All Florida Security Services, Inc.
- G. Agreement for Services by and Between Verano #3 Community Development District and Aquafinity, LLC
- H. Amendment to Agreement for Video Monitoring Services with Safetouch, LLC
- I. Amendment to Lifestyle Coordinate and Amenity Attendant Services Agreement with FirstService Residential Florida, Inc.
- J. Amenity Center/Field Operations Management, Janitorial Services Agreement (Central Park Amenity Center) with Community Association and Lifestyle Management IV, LLC
- K. Retention and Fee Agreement by and Between Verano #3 Community Development District and Kutak Rock, LLP
- L. Addendum to Auditor Engagement Letter
- M. Additional Estimates #6931 with Florida Exotic Landscaping Irrigation

Ms. Hinz Philippi presented items A through M listed above for ratification and stated these items were previously approved by the Board at a prior meeting and were just being brought back to the Board for ratification of the District's records. She then asked for any questions or comments, and upon hearing none, asked for one motion to ratify items A through M.

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

NINTH ORDER OF BUSINESS**Ranking of Respondents to Engineering Proposals**

Ms. Hinz Philippi presented the ranking of respondents to engineering proposals stating they had received only one response from Mills, Short & Associates and Mr. Brandon Ulmer was in attendance to answer any questions the Board may have regarding his proposal. She then stated the Board would need to rank Mills, Short & Associates as the #1 ranked engineering firm to move forward and authorize District staff to prepare an agreement.

Mr. Ulmer introduced himself to the Board and made a few additional comments relating to his historical background and his proposal.

Ms. Hinz Philippi then asked for any questions or comments, and upon hearing none, asked for a motion to rank Mills, Short & Associates as the #1 ranked engineering firm.

On MOTION by Mr. Weimer seconded by Mr. Seifel with all in favor, accepting the ranking of respondents to the RFP, and ranking Mills, Short & Associates as the #1 ranked engineering firm and authorizing staff to enter into an agreement was approved.

TENTH ORDER OF BUSINESS

Discussion of Proposal with Flock Group, Inc.

Ms. Hinz Philippi presented discussion of proposal with Flock Group, Inc. and gave a brief explanation of this item. She then asked for any questions or comments, and upon hearing none, asked for a motion to approve.

Mr. Gulyamov made a few additional comments relating to this item stating there was a proposal to install 2 LPR, license and reading plate cameras at each exit in Verano by the two main entrances.

(At this point there was a brief discussion among the Board members and Mr. Ulmer relating to this item)

On MOTION by Mr. Seifel seconded by Mr. Carcamo with all in favor, accepting the proposal to install 2 LPR, license and reading plate cameras at each exit by the main entrances was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There not being any report, the next item followed.

B. Engineer

There not being any report, the next item followed.

C. Field Manager – Monthly Report

Mr. Gulyamov gave an update on the field manager's report stating there were a few items he wanted to present to the Board. He stated the first one was a proposal for a french drain installation for \$25,408 to install french drains at the easements between

the homes where there were issues. He also stated this was a vendor they had previously used for french drains at the playground.

(At this point there was a discussion among the Board members, District staff and Mr. Gulyamov relating to this item)(Ms. Hinz Philippi suggesting tabling this item for the next meeting so the new District Engineer could inspect the easements with the drainage issues)(Also Mr. Gulyamov would obtain additional proposals for the engineer's suggested solution)

Mr. Gulyamov then stated he received a reply relating to the golf cart, and had a proposal for the gas golf cart, however, it was twice as much as the proposal for the battery run golf cart. He also stated there was an estimated amount of \$300 per year for maintenance on the gas golf cart and money for gas versus just buying a battery run one.

(At this point there was a discussion among the Board members, District staff and Mr. Gulyamov relating to this item)(Ms. Hinz Philippi suggested approving a not to exceed amount for the purchase of a golf cart and continue working on researching the appropriate golf cart that fits the needs of the community)

Ms. Hinz Philippi then asked for any further questions or comments, and upon hearing none, asked for a motion to approve and stated Mr. Seifel also be assisting District Management on this decision.

On MOTION by Mr. Seifel seconded by Mr. Carcamo with all in favor, authorizing a not to exceed amount of \$16,000 to purchase a Gator or a golf cart for use by the maintenance personnel pending final decision of the Board was approved.

Mr. Gulyamov also stated he had a proposal in the amount of \$1,499 for installation of 6 dog waste stations throughout the property due to resident's complaints within the community.

Ms. Hinz Philippi then asked for any further questions or comments, and upon hearing none, asked for a motion to approve.

On MOTION by Mr. Seifel seconded by Mr. Carcamo with all in favor, accepting the proposal for installation of 6 dog waste stations in the amount of \$1,499 to install dog waste stations throughout the community was approved.

D. Manager – Final Approval of the FY 2024 Report Performance Measures and Standards

Ms. Hinz Philippi presented the final approval of the FY2024 report performance measures and standards which was included in the agenda. She then gave a brief explanation of the report and asked for any questions or comments. Upon hearing none, she asked for a motion to accept the report.

On MOTION by Mr. Weimer seconded by Mr. Seifel with all in favor, the final approval of the FY2024 Report Performance Measures and Standards was approved.

TWELFTH 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. Seifel seconded by Mr. Carcamo with all in favor, the check run summary and the unaudited financial were approved.

THIRTEENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

Ms. Hinz Philippi asked for any Supervisor's requests.

Mr. Fife made a comment relating to the budgeted amount for holiday decorations and asked for a motion to work with Mr. Gulyamov to organize this item and obtain proposals.

Mr. Gulyamov stated he had received a proposal for the holiday lighting in the amount of \$3,200 and asked if the Board agreed they would work on the agreement with Mr. Earlywine.

On MOTION by Mr. Seifel seconded by Mr. Carcamo with all in favor, authorizing a not to exceed amount of \$3,200 for holiday decorations for both entrances at Verano #3 and Mr. Gulyamov would work with District Counsel on the agreement was approved.

Mr. Fife also made an additional request relating to the lifestyle company who were hired to cover the activities of the clubhouse and requested a report back from in the future to be included in the agenda.

Ms. Hinz Philippi then stated there was no audience in attendance so there were no audience comments.

FOURTEENTH 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. Seifel seconded by Mr. Carcamo with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANO 3 COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO PARKING AND PARKING ENFORCEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Verano 3 Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the *Rules Relating to Parking Enforcement*, attached hereto as **Exhibit A** for immediate use and application (“**Rules**”); and

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

1. RULE ADOPTION. The attached Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules shall stay in full force and effect until such time as the Board of Supervisors may amend these Rules in accordance with Chapter 190, *Florida Statutes*.

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

3. EFFECTIVE DATE. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this _____ day of _____ 2026.

ATTEST:

VERANO 3 COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rule Relating to Parking Enforcement

EXHIBIT A

VERANO 3 COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on _____, 20____, at a duly noticed public meeting, and after a public hearing, the Board of Supervisors of the Verano 3 Community Development District (“District”) adopted the following rule to govern parking enforcement on certain District property.

- 1. INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and fine such owners consistent with this rule and as indicated herein.
- 2. PARKING RULES.**

City Parking Prohibitions

The parking prohibitions set forth in Chapter 72, Article I, Sections 72.01 and 72.02 of the Code of Ordinances of the City of Port St. Lucie, Florida are applicable to District-owned property, including but not limited to District-owned rights-of-way. A copy of such prohibitions is attached hereto as **Exhibit A**. The City parking prohibitions shall be enforced pursuant to a traffic enforcement agreement between the District and the City, or as set forth herein.

CDD General Parking Prohibitions

The District hereby adopts the following parking prohibitions:

- a.** Vehicles must be parked in designated areas. Vehicles shall not be parked in any way that blocks the normal flow of traffic, and shall not be parked on any street other than on the right-hand side of any two-way street.
- b.** No parking is allowed on any District-owned right-of-ways or other property between the hours of 10:00 p.m. to 7:00 a.m., unless such vehicle has been duly registered by the Amenity Manager, the owner of such vehicle has a valid parking pass, and that parking pass is visibly displayed in the vehicle in question (“**Permitted Vehicle**”).
- c.** Households with more than three licensed drivers may request an annual parking pass from the Amenity Manager for the additional vehicle(s) owned by person(s) residing at that household. Annual parking passes will be effective from the date

issued until September 30 of the year issued. The annual parking passes will cost one hundred and twenty-five dollars (\$125.00) per year. The cost of an annual pass issued after October 1 will be prorated.

- d. Permitted Vehicles parking on the street must do so with the proper flow/direction of traffic. No person may park their vehicle with the left side of their vehicle against a curb and the right side of the vehicle facing the road at any time, regardless of permitting status.
- e. No person may park a vehicle directly across from another vehicle, regardless of permitting status.
- f. Parking on grassy areas owned by the District or in which the District owns an easement is strictly prohibited for both vehicles and Permitted Vehicles.
- g. Permitted Vehicles may not park in front of street signs or fire hydrants or on top of curbs.
- h. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.
- i. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property overnight.
- j. No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

Clubhouse

- k. Amenity area parking is for amenity patrons and guests only and limited while enjoying the amenity area. No overnight parking is allowed, except for in certain designated spots as permitted by the District's amenity manager.
- l. Golf cart parking spaces are for golf cart use only.

3. TOWING/REMOVAL PROCEDURES.

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
- b. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein("Towing Operator").

- c. **TOWING/REMOVAL AUTHORITY.** The Towing Operator will/shall be permitted to conduct "roam" towing from 10:00 p.m. to 7:00 a.m., in accordance with this Rule. The Towing Operator does not require authorization from the District to tow any vehicles in violation of this Rule. However, the Towing Operator shall render its services in accordance with this Rule, the Towing Agreement and Florida law, specifically the provisions set forth in section 715.07, Florida Statutes.
- 4. **OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney's fees as a contractual lien or as otherwise provided by Florida law.
- 5. **PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: _____, 202

ADDENDUM TO LAKE MAINTENANCE AGREEMENT

THIS ADDENDUM TO LAKE MAINTENANCE AGREEMENT ("Addendum") is made to be effective as of October 1, 2025, and is by and between:

VERANO #3 COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 ("District"), and

SOLITUDE LAKE MANAGEMENT, LLC, a Virginia Limited Liability Company, with a mailing address of 1320 Brookwood Dr, Suite H, Little Rock Arkansas 72202 ("Contractor").

RECITALS

WHEREAS, the District and Contractor entered into that certain *Agreement Between the Verano #3 Community Development District and Solitude Lake Management, LLC for Lake Maintenance Services*, dated October 1, 2023 ("Agreement"); and

WHEREAS, Section 2(B) of the Agreement provides that the Agreement may be renewed for three (3) additional one (1) year terms, "upon the mutual consent of the parties via an addendum to this Agreement;" and

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 District and Contractor agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Addendum.

2. RENEWAL. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties for the District's Fiscal Year beginning October 1, 2025 and through September 30, 2026. Except as described in this Addendum, nothing herein shall modify the rights and obligations of the parties under the Agreement. Except as set forth herein, all of the remaining provisions, including, but not limited to, the engagement of services, compensation, indemnification, and sovereign immunity provisions, remain in full force and effect.

3. TERMINATION. Section 5A of the Agreement is hereby replaced in its entirety with the following language:

The Agreement may be terminated immediately upon written notice by the District for cause, or for no reason upon 30 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.

4. SCOPE OF SERVICES. Exhibit A attached to the Agreement is hereby replaced in its entirety with Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties execute this Addendum.

SOLITUDE LAKE MANAGEMENT, LLC

By: Trina L. Duncan
Its: Business Manager

10/06/2025

VERANO #3 COMMUNITY DEVELOPMENT DISTRICT

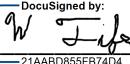
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EXHIBIT A:

A SOLitude Aquatic Specialist will visit the site and inspect the ponds twice per month.

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

Buffer Management:

1. Buffer vegetation will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance. Buffer vegetation height and density will be encouraged to help prevent nuisance goose and other wildlife from utilizing the pond, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.

Larvicide Services:

1. Biological larvicides for the control of mosquito, midge flies, and black flies will be applied.
2. Treatment area is limited to the first fifteen (15) feet of shoreline perimeter.
3. **NOTE:** These biological larvicides have no effect on midges, mosquitoes, or black flies that have reached the pupa/winged stage prior to treatments. As these aquatic insect species can travel some distance and are attracted to light, we suggest reducing problems around homes and inhabited locations by turning off outside lighting if possible. Company highly recommends

aeration and/or fish stocking as part of this program to help control these aquatic insect species. Company cannot guarantee the complete control of midges, mosquitoes or black flies.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.

Permitting (when applicable):

1. SOLITUDE staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this Agreement where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or

exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.
7. Any technician visit that will require the application of any pesticide (to include herbicides and algaecides) must be scheduled by the Wednesday prior to the week of the visit.

Total Price: **\$40,620.00**

Invoice Amount: **\$3,385.00**

Invoice Frequency: **Monthly**

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “***Integration Data***” means any distribution of data from a Customer requested third party integration.

1.13 “***Installation Services***” means the services provided by Flock for installation of Flock Services.

1.14 “***Permitted Purpose***” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “***Retention Period***” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “***Term***” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “***Web Interface***” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“***User ID***”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("*Service Suspension*"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. Subject to Florida’s public records laws, the Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or

divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or is disclosed pursuant to Florida's public records laws; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to Florida's public records laws. Further, nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense,

sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

7. TERM AND TERMINATION

7.1 Term. Unless otherwise indicated on the Order Form, the "Term" shall commence upon first installation of Flock Hardware, as applicable. Further, Flock shall cause the Flock Hardware to be installed within 60 days after execution of this Agreement, and, in the event such installation is not timely completed, this Agreement shall be null and void, with no further obligation of

either party. Following the Term, this Agreement shall terminate automatically unless the Parties in their sole discretion agree in writing to renew the Agreement for another year.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“***Cure Period***”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “***Defect***”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or

injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

9.4 Customer Indemnity. To the extent permitted by law, but without waiving any limitations of liability under Section 768.28, Florida Statutes or other law, Customer shall indemnify and hold harmless Flock against any damages, losses, liabilities, settlements, and expenses in connection with any claim or action that arises from an alleged violation of Customer Obligations, Customer's Installation Obligations, Customer's sharing of any Customer Data, including any claim that such actions violate any applicable law or third party right.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("Deployment Plan"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a

designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at <https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 PUBLIC RECORDS. Notwithstanding anything to the contrary in this Agreement, Flock understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Flock agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited

to section 119.0701, *Florida Statutes*. Flock 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, Flock 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 Flock 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 Flock'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 Flock, Flock 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 FLOCK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FLOCK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); wrathellc@whhassociates.com (EMAIL).

11.3 SCRUTINIZED COMPANIES. Flock 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 Flock 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.

11.4 E-VERIFY. Flock shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Flock 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 subFlocks. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Flock has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Flock represents that no public employer has terminated a contract with the Flock under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

11.5 ANTI-HUMAN TRAFFICKING STATEMENT. The Flock does not use coercion for labor or services as defined in Section 787.06, Florida Statues, and the Flock has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statues.

11.6 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.7 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.8 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.9 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.10 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located.

11.11 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.12 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.13 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.14 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or

essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.15 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.16 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.17 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.18 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.19 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

VERANO 3 COMMUNITY DEVELOPMENT DISTRICT NOTICES ADDRESS:

Andressa Hinz Philippi

District Manager

E-Mail: AHPphilippi@gmssf.com

Governmental Management Services

5385 N. Nob Hill Road

Sunrise, FL 33351

Phone: **954-721-8681**

WHEREFORE, the parties hereby execute the Master Services Agreement:

FLOCK GROUP, INC.

Signed by:



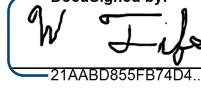
1024FAF1F68A40F...

By: Dan Haley

Its: Chief Legal Officer

VERANO 3 COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:



21AABD855FB74D4...

By: William Fife

Its: Chair

EXHIBIT A

EXHIBIT A
ORDER FORM

Customer: FL - Verano 3 CDD	Initial Term: 12 Months
Legal Entity Name: FL - Verano 3 CDD	Renewal Term: 12 Months
Accounts Payable Email: dgulyamov@calmfla.com	Payment Terms: Net 15
Address: 5385 North Nob Hill Road Sunrise, Florida 33351	Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
	Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Bundle Implementation Fee	\$650.00	2	\$1,300.00
			Subtotal Year 1: \$8,700.00
			Annual Recurring Subtotal: \$7,400.00
			Estimated Tax: \$0.00
			Contract Total: \$8,700.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Community	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Community grade bundled standard range license plate recognition camera and live streamed solar powered fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. With Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	Community grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Flock Safety LPR - Neighborhoods, fka Sparrow	Residential grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (\$5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Certificate Of Completion

Envelope Id: 469715CD-C2C7-490D-AD4E-B4FB5C848CC0

Status: Completed

Subject: Verano#3: Complete with DocuSign: Flock Security Agreement - Verano #3.docx

Source Envelope:

Document Pages: 22

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ellen Acosta

AutoNav: Enabled

EnvelopeD Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

1001 Bradford Way

Kingston, TN 37763

eacosta@gmssf.com

IP Address: 162.199.192.217

Record Tracking

Status: Original

Holder: Ellen Acosta

Location: DocuSign

11/6/2025 6:01:26 AM

eacosta@gmssf.com

Signer Events

Signature

Timestamp

Dan Haley



Sent: 11/6/2025 6:06:08 AM

dan.haley@flocksafety.com

Viewed: 11/6/2025 10:36:21 AM

Chief Legal Officer

Signed: 11/6/2025 10:36:25 AM

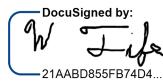
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(None)

Signature Adoption: Drawn on Device
Using IP Address: 108.49.151.87

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

William Fife



Sent: 11/6/2025 6:06:09 AM

WFi@brookfieldkolter.com

Viewed: 11/6/2025 6:25:40 AM

Chair

Signed: 11/6/2025 6:26:04 AM

William Fife

Signature Adoption: Drawn on Device
Using IP Address: 174.212.38.115
Signed using mobile

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Andressa Hinz Philippi

AHPhilippi@gmssf.com

Assistant Secretary

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 11/6/2025 6:06:09 AM

Viewed: 11/6/2025 6:09:14 AM

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2025 6:06:10 AM
Certified Delivered	Security Checked	11/6/2025 6:25:40 AM
Signing Complete	Security Checked	11/6/2025 6:26:04 AM
Completed	Security Checked	11/6/2025 10:36:25 AM
Payment Events	Status	Timestamps

HOLIDAY LIGHTING INSTALLATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of November, 2025, by and between:

VERANO 3 COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 ("District"); and

HOLIDAY SEASONAL LIGHTS LLC, with a mailing address of 11280 SW Village Court, Port Saint Lucie, Florida 34987 ("Contractor", together with District, "Parties").

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide for the installation of seasonal landscape lighting and enhancements ("Lighting"); and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide to the District those Lighting services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

Now, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A.** Contractor shall provide the services as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict

with the provisions of **Exhibit A**, this Agreement controls.

- B. Services shall commence and be completed with all components installed and ready to be illuminated, on or before November 28, 2025. The removal of the Decorations shall commence no sooner than January 5, 2026, and be completed no later than January 31, 2026. This schedule may only be altered in writing by the District in its sole discretion.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. 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.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. The District shall pay Contractor Three Thousand Two Hundred Dollars (\$3,200.00) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide

the District the maximum benefits of the Work.

- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. 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, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of

the State of Florida.

- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional 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.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

A. 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 percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this

Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement,

the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:	Verano 3 Community Development District 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
---------------------------	---

With a copy to:	Kutak Rock LLP
------------------------	----------------

107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Holiday Seasonal Lights LLC
11280 SW Village Court
Port St. Lucie, Florida 34987
Attn: Anthony Law

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 hereto 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 hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Lucie County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jim Oliver ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within

a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 5385 N. NOB HILL ROAD, SUNRISE, FLORIDA 33351, AHPHILIPPI@GMSSF.COM, (954) 721-8681.

SECTION 26. 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.

SECTION 27. ARM'S LENGTH TRANSACTION. 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. E-VERIFY. The 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.

The District may terminate this 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.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**VERANO 3 COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

21AABD855FB74D4...
Chairperson, Board of Supervisors

HOLIDAY SEASONAL LIGHTS LLC

Signed by:

D8AC52C15E9040C...
By: Anthony Law
Its: Owner

Exhibit A: Scope of Services

Exhibit A



- Outline the perimeter of the monument in C9 warm white 12" spacing white wire.
- Outline the perimeter of the monument roof in C9 warm white 12" spacing white wire.
- Wrap the (4) four columns in 5mm coaxial warm white 70L white wire.
- Wrap the (4) four cabbage palms in 5mm coaxial warm white 70L green wire along the trunks. (Optional: Can add 2-3 strands of different color of lights. Red/Green/Blue)



- Outline the perimeter of the monument roof in C9 warm white 12" spacing white wire.
- Outline the perimeter of the sign itself in C9 warm white lights with 12" spacing and white wire
- Wrap the (4) four columns in 5mm coaxial warm white 70L white wire.

Certificate Of Completion

Envelope Id: 9DFF76C9-B409-4A23-A44D-BE192DA5C235 Status: Completed

Subject: Verano #3: Complete with DocuSign: Holiday Lighting Installation Agreement (Holiday Seasonal Lights)

Source Envelope:

Document Pages: 12

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ellen Acosta

AutoNav: Enabled

EnvelopeD Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

1001 Bradford Way

Kingston, TN 37763

eacosta@gmssf.com

IP Address: 162.199.192.217

Record Tracking

Status: Original

11/12/2025 1:58:29 PM

Holder: Ellen Acosta

eacosta@gmssf.com

Location: DocuSign

Signer Events

Signature

Timestamp

Andressa Hinz Philippi

Completed

Sent: 11/12/2025 2:03:02 PM

AHPhilippi@gmssf.com

Using IP Address:

Viewed: 11/12/2025 6:13:06 PM

Assistant Secretary

2601:58b:c00:4380:3908:bb0f:c15d:bf21

Signed: 11/12/2025 6:14:01 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Anthony Law

anthony@holidayseasonallights.com

Owner

Security Level: Email, Account Authentication (None)

 Signed by:
D8AC52C15E9040C...

Sent: 11/12/2025 2:03:02 PM

Viewed: 11/13/2025 4:43:18 AM

Signed: 11/13/2025 4:43:45 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

William Fife

WFife@brookfieldkolter.com

Chair

William Fife

Security Level: Email, Account Authentication (None)

 DocuSigned by:
21AABD855FB74D4...

Sent: 11/12/2025 2:03:03 PM

Viewed: 11/12/2025 3:36:38 PM

Signed: 11/12/2025 3:37:27 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/12/2025 2:03:03 PM
Certified Delivered	Security Checked	11/12/2025 3:36:38 PM
Signing Complete	Security Checked	11/12/2025 3:37:27 PM
Completed	Security Checked	11/13/2025 4:43:45 AM
Payment Events	Status	Timestamps

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of January, 2026, by and between:

Verano 3 Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Port St. Lucie, Florida, with a mailing address of 5385 N. Nob Hill Road, Sunrise, Florida 33351 ("District"); and

Mills, Short & Associates, LLC, a Florida limited liability company, providing professional engineering services with a mailing address of 700 22nd Place, Suite 2C & 2D, Vero Beach, Florida 32960 ("Engineer").

RECITAL

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the City Council of the City of Port St. Lucie, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ("Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a.** The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a.** It has the experience and skill to perform the services required to be performed by this Agreement.
- b.** It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District,

provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards exercised by consultants performing the same or similar services in the same locality at the time the services are provided .
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. Payment of each invoice will be due within 30 days of receipt by the District. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer 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. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on an hourly basis at Consultant's then-current hourly rates.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall

indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

16. INDEMNIFICATION. Engineer agrees to indemnify, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.

- c. Ensure that public records that 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 completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GOVERNMENTAL MANAGEMENT SERVICES – SF, LLC, AHPHILIPPI@GMSSF.COM, 954-721-8681, OR 5385 N. NOB HILL ROAD, SUNRISE, FLORIDA 33351.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in St. Lucie County, Florida.

27. WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect to any action, proceeding or counterclaim based on this contract or arising out of, under, or in connection with this contract or any document or instrument executed in connection with this contract, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject agreement.

28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

29. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to

recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

30. 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 of the parties hereto and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each 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.

32. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and 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 District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

33. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

34. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

35. SCRUTINIZED COMPANY CERTIFICATION. The Engineer hereby swears or affirms that as of the date below the Engineer is not listed on a Scrutinized Companies list created

pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes the Engineer further affirms that:

- a. The Engineer is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or person or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- b. The Engineer does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impact minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
- c. The Engineer does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- d. The Engineer is not engaged in business operations in Cuba or Syria.
- e. The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>.

36. RESPONSIBLE VENDOR DETERMINATION. The Engineer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

37. CONVICTED VENDOR LIST. Engineer hereby certifies that neither Engineer nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or

replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

38. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

VERANO 3 COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:



87D36659F55A4C5...

Secretary

DocuSigned by:



21AABD855FB74D4...

Chairman, Board of Supervisors

MILLS, SHORT & ASSOCIATES, LLC

Signed by:



4A5DF45413F1462...

By: Brandon Ulmer

Its: Partner

Witness

EXHIBIT A
HOURLY FEE SCHEDULE

_____, 2025

Verano 3 Community Development District
City of Port St. Lucie, Florida

Subject: **Work Authorization Number 1**
Verano 3 Community Development District

Dear Chairman, Board of Supervisors:

Mills, Short & Associates, LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for the Verano 3 Community Development District ("District"). We will provide these services pursuant to our current agreement dated _____, 2025 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

VERANO 3 COMMUNITY DEVELOPMENT DISTRICT

MILLS, SHORT & ASSOCIATES, LLC

By: _____

Authorized Representative

Date: _____

By: _____

Date: _____

AMENDMENT TO AGREEMENT FOR CLEANING SERVICES

THIS AMENDMENT TO AGREEMENT FOR CLEANING SERVICES ("Amendment") is made and entered into, by and between:

VERNAO #3 COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located at c/o 5385 N. Nob Hill Road, Sunrise, Florida 33351 ("District"); and

CHARLES CLEANING SERVICES, LLC, a Florida limited liability company, whose mailing address is 5905 NW Hann Drive, Port St. Lucie, Florida 34896 ("Contractor").

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 District and the Contractor previously entered into that certain *Agreement for Cleaning Services*, dated March 27, 2024 ("Agreement"); and

WHEREAS, the District has a need to retain an independent contractor to provide cleaning services within and around the District, and the Contractor represents that it is qualified to provide such services to the District; and

WHEREAS, the District and the Contractor now desire to amend the Agreement to reduce the scope of services.

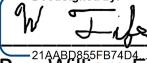
NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agrees as follows:

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Amendment.
- 2. SCOPE OF SERVICES AND COMPENSATION.** The parties agree that the Agreement is hereby amended to include the maintenance of amenity facilities, as identified in **Exhibit A** ("Scope of Services"). As compensation for the Scope of Services described in this Amendment in addition to the maintenance outlined in the Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**.
- 3. AFFIRMATION OF THE AGREEMENT; CONFLICTS.** The District and the Contractor agree that nothing contained herein shall alter or amend the parties' rights and responsibilities under the Agreement, except to the extent set forth herein. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

- 4. AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 5. EFFECTIVE DATE.** This Amendment shall be effective after execution by both the District and the Contractor.

WHEREFORE, the parties below execute the *Amendment to the Agreement for Cleaning Services* to be effective as of October 1st, 2025.

**VERNAO #3 COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

21AABD955FB74DA
By: William Fife
Its: President

CHARLES CLEANING SERVICES, LLC

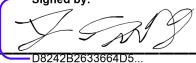
Signed by:

D8242B26333664D5
By: Justin Stoltz
Its: Owner

EXHIBIT A: Scope of Services

EXHIBIT A

1. Overview

Charles Cleaning Services LLC is pleased to provide this proposal for cleaning services in the Central Park Community Pool Area. Our team is committed to maintaining a clean and safe environment for residents and guests.

2. Scope of Work (Basic Services)

Cleaning services will include:

- Sweeping and mopping pool deck and surrounding walkways
- Wiping down tables, chairs, and lounge furniture
- Emptying trash receptacles
- Cleaning restrooms (toilets, sinks, mirrors, and floors)
- Removing debris from pool and surrounding areas

Note: Central Park Community will provide all cleaning supplies and products.

3. Service Schedule

Days of Service: Sunday and Monday

Frequency: 2 days per week

4. Pricing and Payment Terms

Service Rate: \$325.00 per service

Total Weekly Cost: \$650.00 (2600.00 per month)



August 14, 2025

Board of Supervisors
Verano #3 Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Verano #3 Community Development District, St. Lucie County, Florida ("the District") for the fiscal year ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Verano #3 Community Development District as of and for the fiscal year ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-SF LLC - 5385 N NOB HILL ROAD SUNRISE, FL 33351 - TELEPHONE: 954-721-8681 - RECORDREQUEST@GMSSFL.COM

Our fee for these services will not exceed \$6,800 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Verano #3 Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Verano #3 Community Development District.

By: _____

Title: _____

Date: _____



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

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Firm Number: 900004390114

Review Number: 594791



December 4, 2025

To the Board of Supervisors
Verano #3 Community Development District
City of Port St. Lucie, Florida

We have audited the financial statements of Verano #3 Community Development District ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated December 4, 2025. Professional standards require that we advise you of the following matters relating to our audit.

We have also examined the District's compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025, which was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Our Responsibility in Relation to the Financial Statement Audit

Our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process.

However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Any findings regarding significant deficiencies or material weaknesses in internal control over financial reporting, material noncompliance, or other matters noted during our audit, **if any**, are communicated in separate reports included in the District's financial report—titled *Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and Management Letter Pursuant to the Rules of the Auditor General of the State of Florida*.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.

With respect to financial statement preparation, the following safeguards are in place:

- Management made all decisions and performed all management functions;
- A competent individual was assigned to oversee the services;
- Management evaluated the adequacy of the services performed;
- Management evaluated and accepted responsibility for the result of the service performed; and
- Management established and maintained internal controls, including monitoring ongoing activities.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management is responsible for selecting and applying appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 2 to the financial statements. There were no new accounting policies adopted and no changes in existing significant accounting policies or their application during the fiscal year, other than those described in Note 2, if any. No matters came to our attention that, under professional standards, we are required to inform you about concerning (1) the methods used to account for significant unusual transactions or (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments normally reflect management's knowledge and experience about past and current events and assumptions about future events.

Certain accounting estimates, if present, may be particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them could differ markedly from management's current judgments.

In connection with our audit, we considered the reasonableness of the accounting estimates used by management. The most sensitive accounting estimate(s) affecting the financial statements **included, as applicable:**

- Management's estimate of the useful lives of capital assets.
- Management's estimate of the liability for employee compensated absences.
- Management's estimate of the Net Other Post-Employment Benefits (OPEB) liability.
- Management's estimate of the Net Pension Liability.

If none of the above estimates or other sensitive estimates were applicable in the current year, this section should be read to indicate that no such significant accounting estimates were identified.

We evaluated the key factors and assumptions used by management to develop the estimate(s) and determined that they were reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's financial statements **included, as applicable**:

- Long-term liabilities related to bonds payable and debt service requirements.
- Litigation, claims, and assessments related to pending legal matters; and
- Pension and Other Post-Employment Benefit (OPEB) plan disclosures.

If no such disclosures were identified for the current year, this section should be read to indicate that we did not note any financial statement disclosures involving significant judgment or sensitivity.

Circumstances Affecting the Auditor's Report

Professional standards require us to communicate any circumstances that affect the form or content of our auditor's report. **If applicable**, such circumstances—such as a modification of opinion, an emphasis-of-matter or other-matter paragraph, or a reference to substantial doubt about the District's ability to continue as a going concern—are described in our auditor's report included in the District's financial report. If no such circumstances existed, this section should be read to indicate that our report was unmodified.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Corrected Misstatements

Professional standards require us to communicate all material misstatements identified and corrected during the audit. Management has corrected all misstatements that were identified as a result of our audit procedures. Any such audit adjustments, **if applicable**, are summarized in the accompanying schedule of journal entries. If none were identified, this section should be read to indicate that we did not note any misstatements that were material, individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

Professional standards require that we obtain certain written representations from management as part of our audit. We have received such representations in a letter. A copy of this letter is available for your review upon request.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

As noted previously in this letter, any current-year findings identified during our audit are communicated in our separate reports titled *Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and Management Letter Pursuant to the Rules of the Auditor General of the State of Florida*. If no findings were identified, this section should be read to indicate that we did not note any additional significant matters or findings requiring communication to those charged with governance.

This report is intended solely for the information and use of the Board of Supervisors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

Grau & Associates

**VERANO #3
COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Verano #3 Community Development District
City of Port St. Lucie, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Verano #3 Community Development District, City of Port St. Lucie, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Required Supplementary Information

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

Other Information Included in the Financial Report

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Verano #3 Community Development District, City of Port St. Lucie, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$3,440,081.
- The change in the District's total net position in comparison with the prior fiscal year was (\$10,185,686), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$2,535,410, an increase of \$174,289, in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, non-spendable for prepaid items and deposits, assigned to subsequent year's expenditures, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

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

Government-Wide Financial Statements

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

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

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

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management), maintenance and recreation functions.

Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

	NET POSITION SEPTEMBER 30,	
	2025	2024
Current and other assets	\$ 2,587,680	\$ 2,473,759
Capital assets, net of depreciation	19,027,561	29,726,388
Total assets	21,615,241	32,200,147
Due to primary government		
Current liabilities	423,525	488,836
Long-term liabilities	17,751,635	18,085,544
Total liabilities	18,175,160	18,574,380
Net position		
Net investment in capital assets	1,275,926	11,640,844
Restricted	1,346,092	1,253,224
Unrestricted	818,063	731,699
Total net position	\$ 3,440,081	\$ 13,625,767

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease is attributed to the conveyance of completed infrastructure to other entities for maintenance and ownership responsibilities.

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

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2025	2024
Revenues:		
Program revenues		
Charges for services	\$ 2,193,639	\$ 2,457,254
Operating grants and contributions	136,643	75,784
Capital grants and contributions	3,899	7,877,834
General revenues	46,436	29,700
Total revenues	<u>2,380,617</u>	<u>10,440,572</u>
Expenses:		
General government	27,690	26,571
Maintenance and operations	991,580	427,964
Recreation	683,282	221,508
Interest	890,644	902,511
Conveyance of infrastructure	9,973,107	-
Total expenses	<u>12,566,303</u>	<u>1,578,554</u>
Change in net position	<u>(10,185,686)</u>	<u>8,862,018</u>
Net position - beginning	<u>13,625,767</u>	<u>4,763,749</u>
Net position - ending	<u>\$ 3,440,081</u>	<u>\$ 13,625,767</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025, was \$12,566,303. The costs of the District's activities primarily funded by program revenues. Program revenues were comprised primarily of assessments however, the District also received contributions from the Developer and investment earnings. In total, expenses increased from the prior year primarily as the result of the conveyance of completed infrastructure to other entities for maintenance and ownership responsibilities.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budgeted amounts, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$19,959,158 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$931,597 has been taken, which resulted in a net book value of \$19,027,561. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$17,650,000 in Bonds outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District anticipates that operating costs will increase as the District is built out.

Subsequent to fiscal year end, the Board approved the initiation of a boundary amendment process. All associated costs will be reimbursed by the Developer.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Verano #3 Community Development District's Finance Department at 5385 N. Nob Hill Road, Sunrise, Florida, 33351.

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	Governmental Activities
ASSETS	
Cash	\$ 37,273
Investments	741,181
Due from Developer	64,620
Assessments receivable	77,472
Prepaid items and deposits	27,259
Restricted assets:	
Investments	1,639,875
Capital assets	
Nondepreciable	77,544
Depreciable, net	18,950,017
Total assets	<u>21,615,241</u>
LIABILITIES	
Accounts payable	51,020
Unearned revenue	1,250
Accrued interest payable	371,255
Non-current liabilities:	
Due within one year	340,000
Due in more than one year	<u>17,411,635</u>
Total liabilities	<u>18,175,160</u>
NET POSITION	
Net investment in capital assets	1,275,926
Restricted for debt service	1,270,457
Restricted for capital projects	75,635
Unrestricted	818,063
Total net position	<u><u>\$ 3,440,081</u></u>

See notes to the financial statements

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	<u>Program Revenues</u>				Net (Expense) Revenue and Changes in Net Position	
	<u>Expenses</u>	<u>Operating</u>		<u>Capital</u> <u>Grants and</u> <u>Contributions</u>		
		<u>Charges for</u>	<u>Grants and</u> <u>Contributions</u>			
Primary government:						
Governmental activities:						
General government	\$ 27,690	\$ 27,690	\$ -	\$ -	\$ -	
Maintenance and operations	991,580	924,450	64,620	3,899	1,389	
Recreation	683,282	-	-	-	(683,282)	
Interest on long-term debt	890,644	1,241,499	72,023	-	422,878	
Conveyance of infrastructure	9,973,107	-	-	-	(9,973,107)	
Total governmental activities	12,566,303	2,193,639	136,643	3,899	(10,232,122)	
General revenues:						
Interest Income					41,861	
Miscellaneous revenue					4,575	
Total general revenues					46,436	
Change in net position					(10,185,686)	
Net position - beginning					13,625,767	
Net position - ending					\$ 3,440,081	

See notes to the financial statements

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds	
	General	Debt Service	Capital Projects		
ASSETS					
Cash	\$ 37,273	\$ -	\$ -	\$ 37,273	
Investments	741,181	1,564,240	75,635	2,381,056	
Due from Developer	64,620	-	-	64,620	
Assessments receivable	-	77,472	-	77,472	
Prepaid items and deposits	27,259	-	-	27,259	
Total assets	\$ 870,333	\$ 1,641,712	\$ 75,635	\$ 2,587,680	
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 51,020	\$ -	\$ -	\$ 51,020	
Unearned revenue	1,250	-	-	1,250	
Total liabilities	\$ 52,270	-	-	\$ 52,270	
Fund balances:					
Nonspendable:					
Prepaid items and deposits	27,259	-	-	27,259	
Restricted for:					
Debt service	-	1,641,712	-	1,641,712	
Capital projects	-	-	75,635	75,635	
Assigned to:					
Subsequent year's expenditures	70,500	-	-	70,500	
Unassigned					
General fund	720,304	-	-	720,304	
Total fund balances	\$ 818,063	\$ 1,641,712	\$ 75,635	\$ 2,535,410	
Total liabilities and fund balances	\$ 870,333	\$ 1,641,712	\$ 75,635	\$ 2,587,680	

See notes to the financial statements

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Fund balance - governmental funds	\$ 2,535,410
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.	
Cost of capital assets	19,959,158
Accumulated depreciation	<u>(931,597)</u>
	19,027,561
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.	
Accrued interest payable	(371,255)
Bonds payable	<u>(17,751,635)</u>
Net position of governmental activities	<u><u>\$ 3,440,081</u></u>

See notes to the financial statements

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 952,140	\$ 1,241,499	\$ -	\$ 2,193,639
Miscellaneous revenue	4,575	-	1,100	5,675
Developer contribution	64,620	-	-	64,620
Interest	41,861	72,023	2,799	116,683
Total revenues	1,063,196	1,313,522	3,899	2,380,617
EXPENDITURES				
Current:				
General government	27,690	-	-	27,690
Maintenance and operations	496,316	-	-	496,316
Recreation	375,282	-	-	375,282
Debt service:				
Principal	-	330,000	-	330,000
Interest	-	899,496	-	899,496
Capital outlay	77,544	-	-	77,544
Total expenditures	976,832	1,229,496	-	2,206,328
Excess (deficiency) of revenues over (under) expenditures	86,364	84,026	3,899	174,289
OTHER FINANCING SOURCES (USES)				
Interfund transfers in / (out)	-	(42,254)	42,254	-
Total other financing sources (uses)	-	(42,254)	42,254	-
Net change in fund balances	86,364	41,772	46,153	174,289
Fund balances - beginning	731,699	1,599,940	29,482	2,361,121
Fund balances - ending	\$ 818,063	\$ 1,641,712	\$ 75,635	\$ 2,535,410

See notes to the financial statements

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA**
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$ 174,289
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of those assets is eliminated in the statement of activities and capitalized in the statement of net position.	77,544
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(803,264)
Conveyances of infrastructure improvements to other governments of previously capitalized capital assets is recorded as an expense in the statement of activities.	(9,973,107)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	330,000
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	3,909
The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.	4,943
Change in net position of governmental activities	<u><u>\$ (10,185,686)</u></u>

See notes to the financial statements

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Verano #3 Community Development District ("the District") (formerly Montage Reserve #3 Community Development District prior to a name change on February 13, 2006) was created on April 25, 2005, pursuant to Ordinance No. 05-20 enacted by the City Commission of the City of Port St. Lucie, Florida, under the "Uniform Community Development District Act of 1980", otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

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

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2025, all of the Board members are affiliated with Kolter (the "Developer").

The Board has the final responsibility for:

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

Assessments are non-ad valorem assessments on benefitted property within the District. Operating and Maintenance Assessments are based upon adopted budget and levied annually at a public hearing of the District. Debt Service Assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the Debt Service Assessments on their property subject to various provisions in the Bond documents.

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

The District reports the following major governmental funds:

General Fund

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

Debt Service Fund

The debt service funds are used to account for the accumulation of resources for the annual payment of principal and interest on debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

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

Deposits and Investments

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

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

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

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

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

Prepaid Items

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

Capital Assets

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Amenity center	25
Roadways	25
Stormwater	25
Furniture, fixtures and equipment	15

Unearned Revenue

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

Long-Term Obligations

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

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

Deferred Outflows/Inflows of Resources

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

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

Fund Equity/Net Position

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

The District can establish limitations on the use of fund balance as follows:

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

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

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

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

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

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

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

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Credit Risk	Maturities
First American Government Obligations Fund Class Z	\$ 518,041	S&P AAAm	Weighted average of the fund portfolio: 45 days
US Bank Money Market Fund	1,121,834	N/A	N/A
Florida Prime	<u>741,181</u>	S&P AAAm	Weighted average of the fund portfolio: 47 days
	<u><u>\$ 2,381,056</u></u>		

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

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

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

However, the Bond Indentures limit the type of investments held using unspent proceeds.

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

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

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

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

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

External Investment Pool – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.” With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2025, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025, were as follows:

Fund	Transfer in	Transfer out
Debt service	\$ -	\$ 42,254
Capital projects	42,254	-
Total	\$ 42,254	\$ 42,254

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

NOTE 6 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended September 30, 2025, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 22,354,721	\$ 77,544	\$ 22,354,721	\$ 77,544
Total capital assets, not being depreciated	<u>22,354,721</u>	<u>77,544</u>	<u>22,354,721</u>	<u>77,544</u>
Capital assets, being depreciated				
Roadways	-	3,536,312	-	3,536,312
Stormwater	-	8,845,302	-	8,845,302
Amenity center	7,200,000	-	-	7,200,000
Furniture, fixtures and equipment	300,000	-	-	300,000
Total capital assets, being depreciated	<u>7,500,000</u>	<u>12,381,614</u>	-	<u>19,881,614</u>
Less accumulated depreciation for:				
Roadways	-	141,452	-	141,452
Stormwater	-	353,812	-	353,812
Amenity center	120,000	288,000	-	408,000
Furniture, fixtures and equipment	8,333	20,000	-	28,333
Total accumulated depreciation	<u>128,333</u>	<u>803,264</u>	-	<u>931,597</u>
Total capital assets, being depreciated, net	<u>7,371,667</u>	<u>11,578,350</u>	-	<u>18,950,017</u>
Governmental activities capital assets	<u>\$ 29,726,388</u>	<u>\$ 11,655,894</u>	<u>\$ 22,354,721</u>	<u>\$ 19,027,561</u>

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$45,000,000 and will be developed in phases. The infrastructure will include a stormwater management system, water/sewer facilities, and other improvements. The Series 2021 and Series 2022 Bonds were issued to partially finance the Phase 1 and 2 Assessment Areas. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Certain improvements will be conveyed to other entities upon completion of the project.

During the current year, the District conveyed \$9,973,107 of infrastructure improvements to other entities for ownership and maintenance responsibilities.

Depreciation expense was charged to function/programs as follows:

Governmental activities:		
Maintenance and operations		\$ 495,264
Recreation		308,000
Total depreciation expense, governmental activities		<u>\$ 803,264</u>

NOTE 7 – LONG TERM LIABILITIES

Series 2021

On May 6, 2021, the District issued \$9,710,000 of Special Assessment Bonds Series 2021 consisting of multiple Term Bonds with maturity dates from May 1, 2026, to May 1, 2051, and fixed interest rates ranging from 2.375% to 4%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022, through May 1, 2051.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond indenture.

NOTE 7 – LONG TERM LIABILITIES (Continued)

Series 2021 (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2025.

Series 2022

On November 15, 2022, the District issued \$9,150,000 of Special Assessment Bonds Series 2022 consisting of multiple Term Bonds with maturity dates from November 1, 2029, to November 1, 2052, and fixed interest rates ranging from 5.875% to 6.625%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2023, through November 1, 2052.

The Series 2022 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Bonds payable:					
Series 2021	\$ 9,095,000	\$ -	\$ 215,000	\$ 8,880,000	\$ 220,000
Series 2022	8,885,000	-	115,000	8,770,000	120,000
Plus: Original issue premium	105,544	-	3,909	101,635	-
Total	<u>\$ 18,085,544</u>	<u>\$ -</u>	<u>\$ 333,909</u>	<u>\$ 17,751,635</u>	<u>\$ 340,000</u>

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 340,000	\$ 887,486	\$ 1,227,486
2027	355,000	874,918	1,229,918
2028	365,000	860,383	1,225,383
2029	385,000	845,258	1,230,258
2030	400,000	829,246	1,229,246
2031-2035	2,270,000	3,862,425	6,132,425
2036-2040	2,855,000	3,270,214	6,125,214
2041-2045	3,630,000	2,490,088	6,120,088
2046-2050	4,695,000	1,409,538	6,104,538
2051-2053	2,355,000	208,156	2,563,156
Total	<u>\$ 17,650,000</u>	<u>\$ 15,537,712</u>	<u>\$ 33,187,712</u>

NOTE 8 – DEVELOPER TRANSACTIONS

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer. Additionally, during the current fiscal year, the Developer contributed \$64,620 to the General Fund under a shared cost agreement with the District for the costs to install mailboxes.

NOTE 9 – CONCENTRATION

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

NOTE 10 – RELATED PARTY TRANSACTIONS

The District is part of the Verano Community Development Districts which is a combination of six separate community development districts. To facilitate the financing, construction, acquisition, operation, and maintenance of community-wide infrastructure and District-specific infrastructure for the mixed-use development of regional impact currently encompassing all of the lands located within the District and to better assure compliance with the development order pertaining to the Verano Community Development Districts as it relates to such infrastructure, the Districts have entered into a District Interlocal Agreement. Verano Center and Verano Districts # 1 - 5 ("Verano Districts") have delegated to Verano #5 Community Development District ("Verano #5"), among other things, the power and authority to act on behalf of all the Verano Districts to finance, acquire, construct, operate, and maintain community infrastructure benefiting only the property within a single District, such as Community Infrastructure and District Infrastructure collectively referred to as Public Infrastructure. The interlocal agreement originally named Verano Center as the administrative District. During the fiscal year ended September 30, 2019, the Interlocal Agreement was amended to transfer administrative responsibilities from Verano Center to Verano #5. The interlocal agreement allows for any of the Verano Districts to become the issuer to finance the public infrastructure. Verano #5 would act as the administrative entity on behalf of all of the Districts but would no longer issue any debt.

NOTE 11 – MANAGEMENT AGREEMENTS

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

The Verano Districts have also entered into an Inter-local Agreement to provide maintenance of stormwater management for Verano Districts with the City of Port St. Lucie ("City"). Maintenance of the storm water system shall include, but is not limited to: maintenance of swales, conveyance channels, and waterways to ensure proper functioning; maintenance of berms and drainage way to ensure structural integrity; and the operation and maintenance of storm water control structures. The City agrees to pay the Verano Districts a sum equal to 75% of the stormwater utility fees collected by the City from within the District area (as defined in the agreement). This agreement shall run in perpetuity; however, each party has the right to terminate the agreement, with or without cause, by written notice sent six months prior to such termination.

During a prior year, the Inter-local agreement was amended and restated. The amended agreement specifies that Verano #5 will be responsible for maintenance of the storm water systems within the Verano Districts. The City will now remit 75% of the stormwater utility fees collected to Verano #5.

NOTE 12 – RISK MANAGEMENT

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

NOTE 13 – LITIGATION AND CLAIMS

During the current fiscal year, an individual has filed a claim against the District in which the individual alleges personal injuries occurred in connection with an electric scooter accident. The claim was turned over to the District's insurance company for defense.

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA**
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND**
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 1,197,523	\$ 952,140	\$ (245,383)
Interest income	15,000	41,861	26,861
Miscellaneous revenue	-	4,575	4,575
Developer contribution	-	64,620	64,620
Total revenues	<u>1,212,523</u>	<u>1,063,196</u>	<u>(149,327)</u>
EXPENDITURES			
Current:			
General government	34,188	27,690	6,498
Maintenance and operations	610,100	496,316	113,784
Recreation	619,100	375,282	243,818
Capital outlay	50,000	77,544	(27,544)
Total expenditures	<u>1,313,388</u>	<u>976,832</u>	<u>336,556</u>
Excess (deficiency) of revenues over (under) expenditures	<u><u>\$ (100,865)</u></u>	<u><u>86,364</u></u>	<u><u>\$ 187,229</u></u>
OTHER FINANCING SOURCES			
Carryforward surplus	100,865	-	(100,865)
Total other financing sources	<u>100,865</u>	<u>-</u>	<u>(100,865)</u>
Net change in fund balances	<u><u>\$ -</u></u>	<u><u>86,364</u></u>	<u><u>\$ 86,364</u></u>
Fund balance - beginning		<u><u>731,699</u></u>	
Fund balance - ending		<u><u>\$ 818,063</u></u>	

See notes to required supplementary information

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
CITY OF PORT ST. LUCIE, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**



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

To the Board of Supervisors
Verano #3 Community Development District
City of Port St. Lucie, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Verano #3 Community Development District, City of Port St. Lucie, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon December 4, 2025.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

December 4, 2025



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

To the Board of Supervisors
Verano #3 Community Development District
City of Port St. Lucie, Florida

We have examined Verano #3 Community Development District, City of Port St. Lucie, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

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

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Verano #3 Community Development District, City of Port St. Lucie, Florida and is not intended to be and should not be used by anyone other than these specified parties.

December 4, 2025



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

To the Board of Supervisors
Verano #3 Community Development District
City of Port St. Lucie, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Verano #3 Community Development District, City of Port St. Lucie, Florida ("District") as of and for the fiscal year ended September 30, 2025 and have issued our report thereon dated December 4, 2025.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated December 4, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

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

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

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Verano #3 Community Development District, City of Port St. Lucie, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Verano #3 Community Development District, St Lucie County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

December 4, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

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

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

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

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures, and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 26.



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	Total:	\$5,399.64
1	Drainage Install		

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	Total:	\$25,408.00
1	Drainage Install		

Accepted By: _____

Accepted Date: _____

OnSight Industries, LLC
900 Central Park Dr
Sanford FL 32771

Written By: GENE SANDERFIELD

Date: 11/6/2025

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	4,200.00	1.000	4,200.00
3	ITEM-STREET SIGNAGE-M001819 (A)(C)(E)(F)(G)(H)(J)(K) DUAL STREET BLADE/STOP COMBO	EA	1,226.25	8.000	9,810.00
4	ITEM-STREET SIGNAGE-M001819 (B)(D)(I) STOP SIGNS	EA	679.50	4.000	2,718.00

Line	Item	U/M	Unit Price	Qty	Net Amount
			Pre-Tax Total:		16,728.00
			Sales Tax:		1,170.96
			Total:		17,898.96

Terms and Conditions:

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requoted for customer approval. - Pricing in this proposal is subject to acceptance within 14 days and is void thereafter. - Depending upon the agreed credit terms, a deposit may be required before work is to commence. - If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion. - Any labor and installation pricing is approximate and subject to change based upon actual time incurred. - Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month. - Sales tax is estimated and subject to change based upon the actual rate at time of invoicing. - Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary. - Customer is responsible for variations from customer supplied architectural drawings & hardscapes. - Signature on this proposal constitutes approval from the client on supplied artwork/graphics. - Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement. - Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

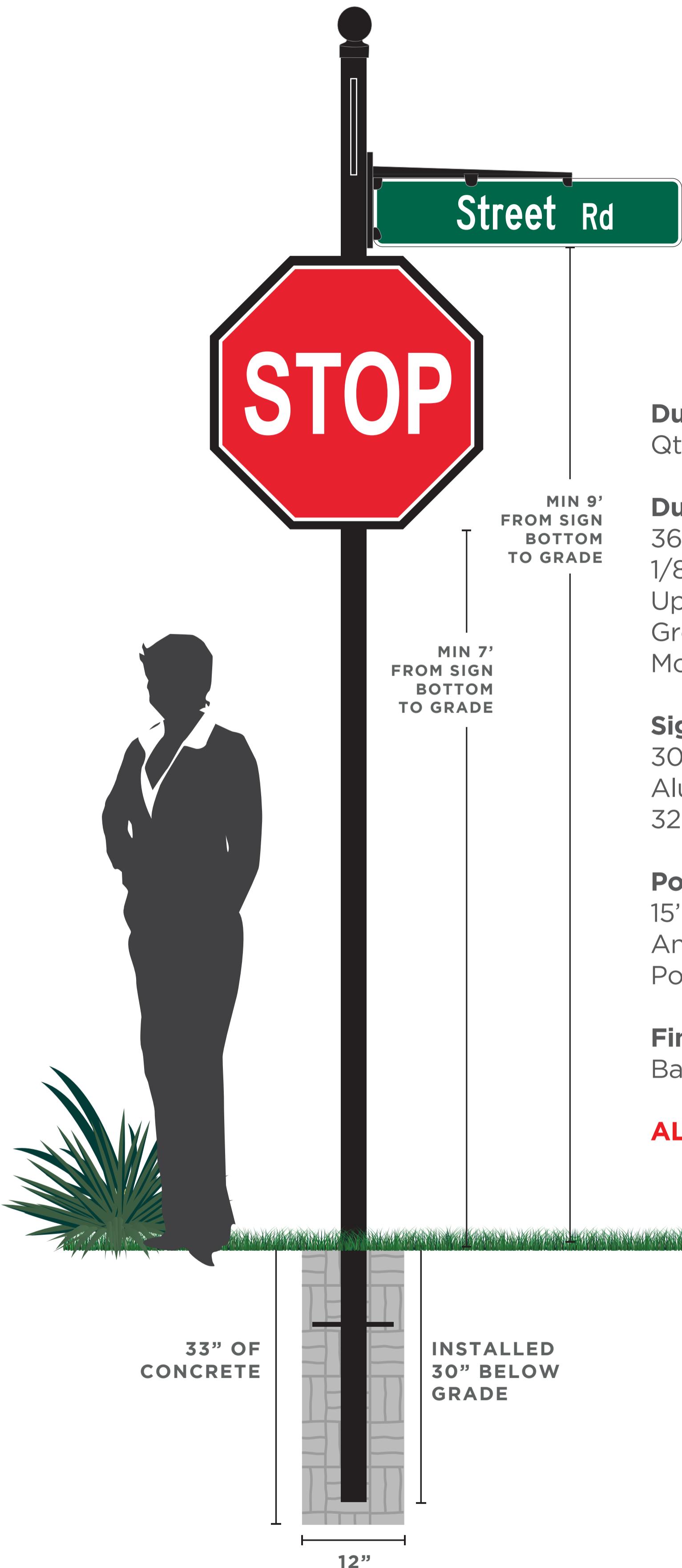
Proposal Acceptance:

The above prices, specifications and conditions are hereby accepted. OnSight Industries, LLC is authorized to proceed with the project as stated. Payment will be made as outlined above.

Signature

Name

Date



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 Sgn
 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

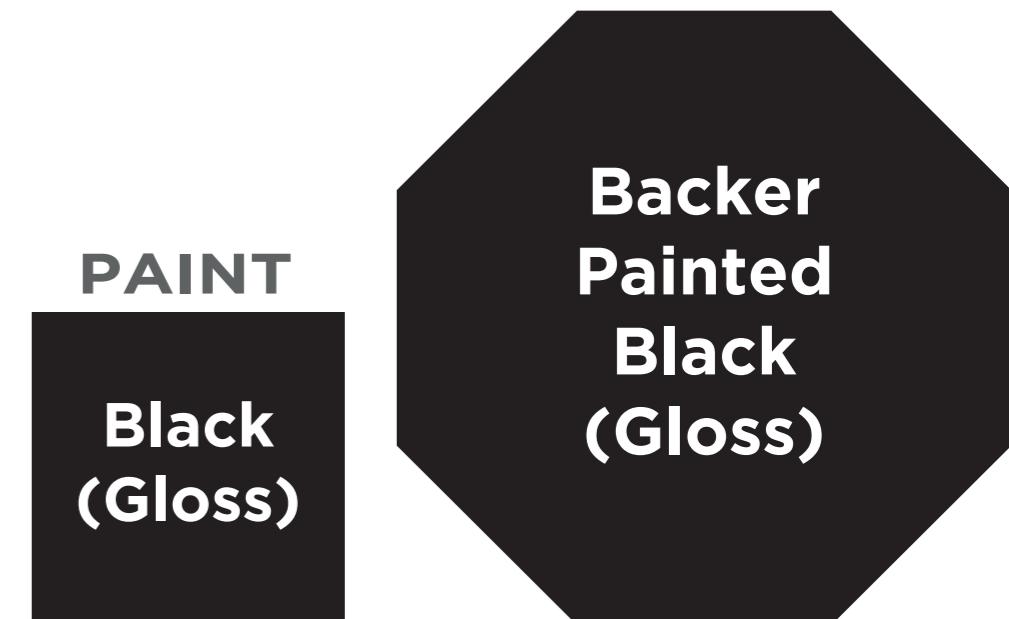
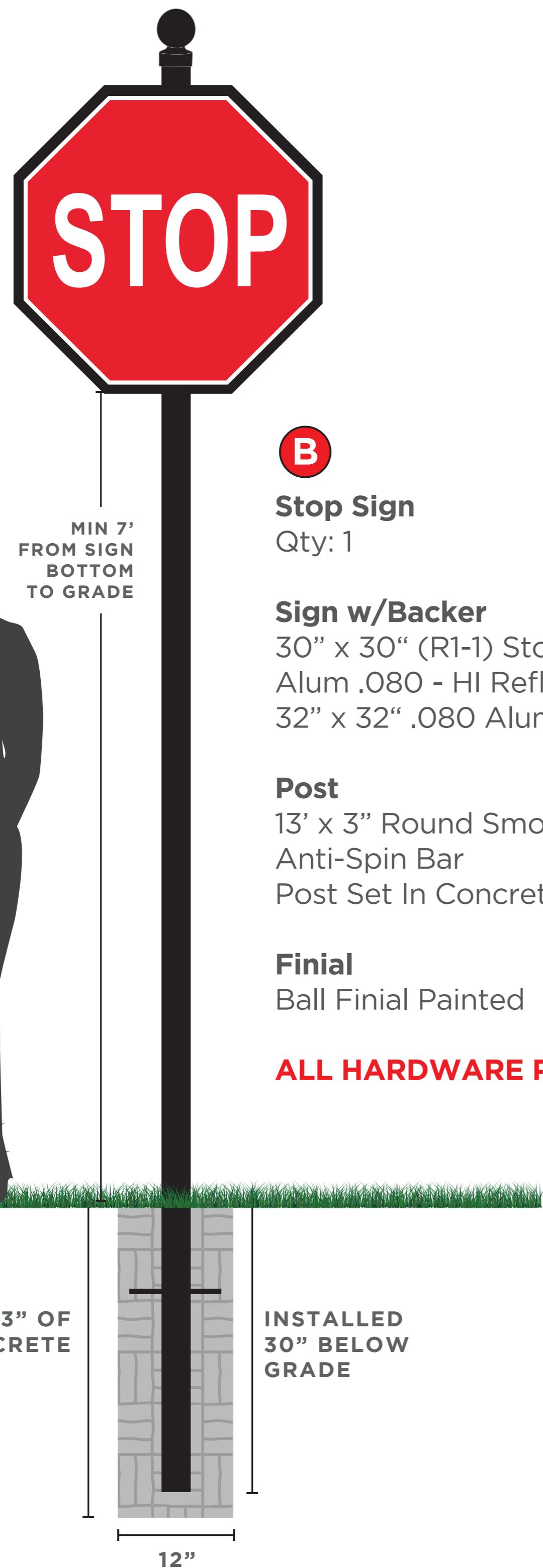
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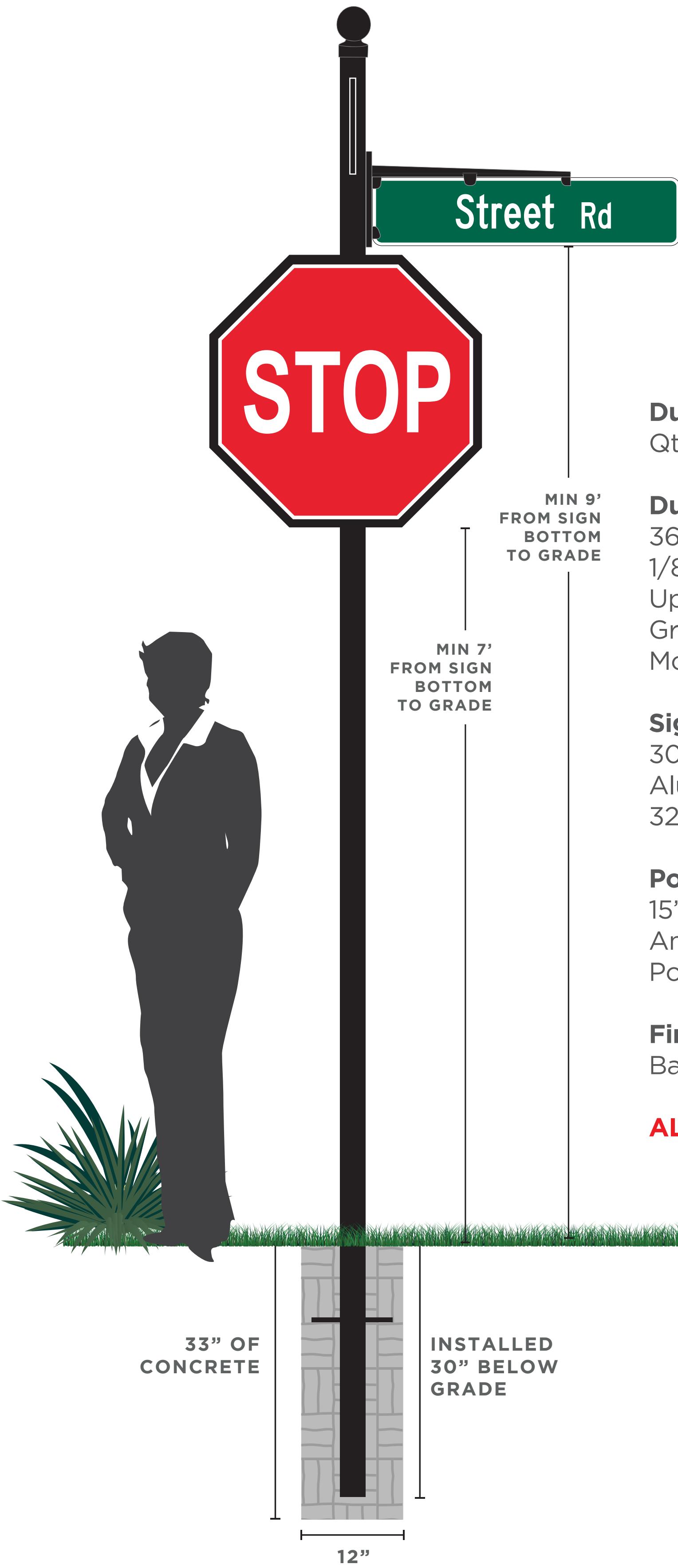


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**Black
(Gloss)**



Dual Street Blade/Stop Combo





Dual Street Blade/Stop Combo

Qty: 1

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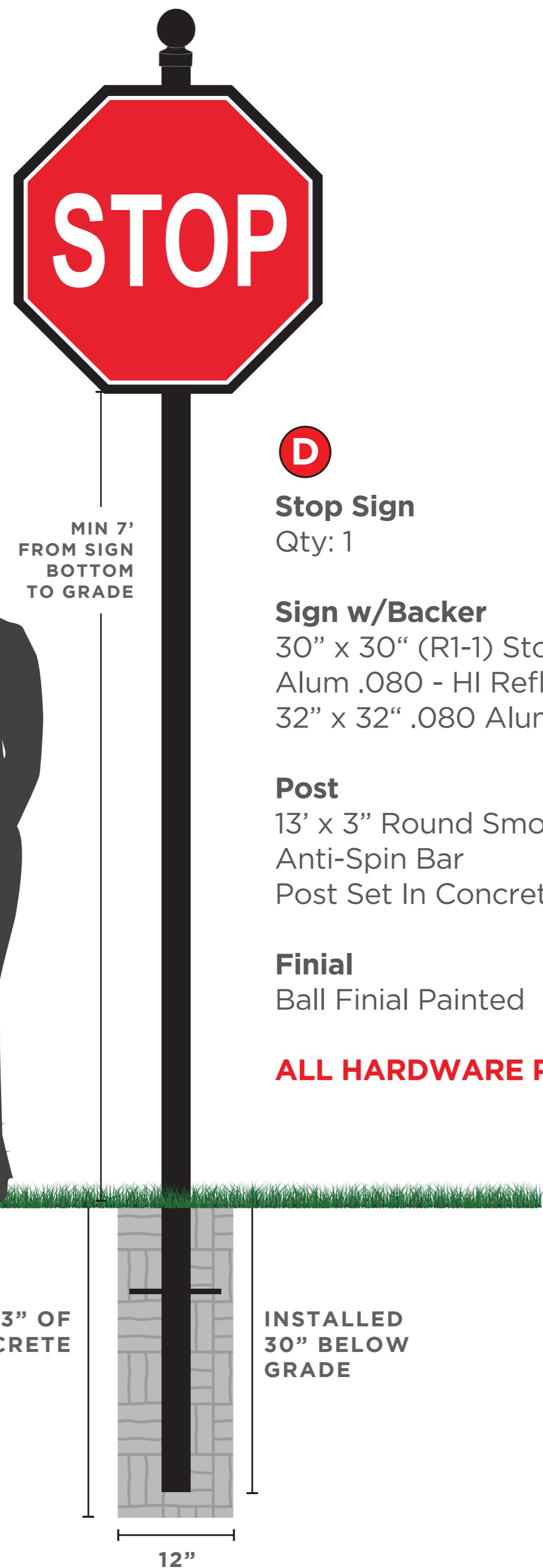
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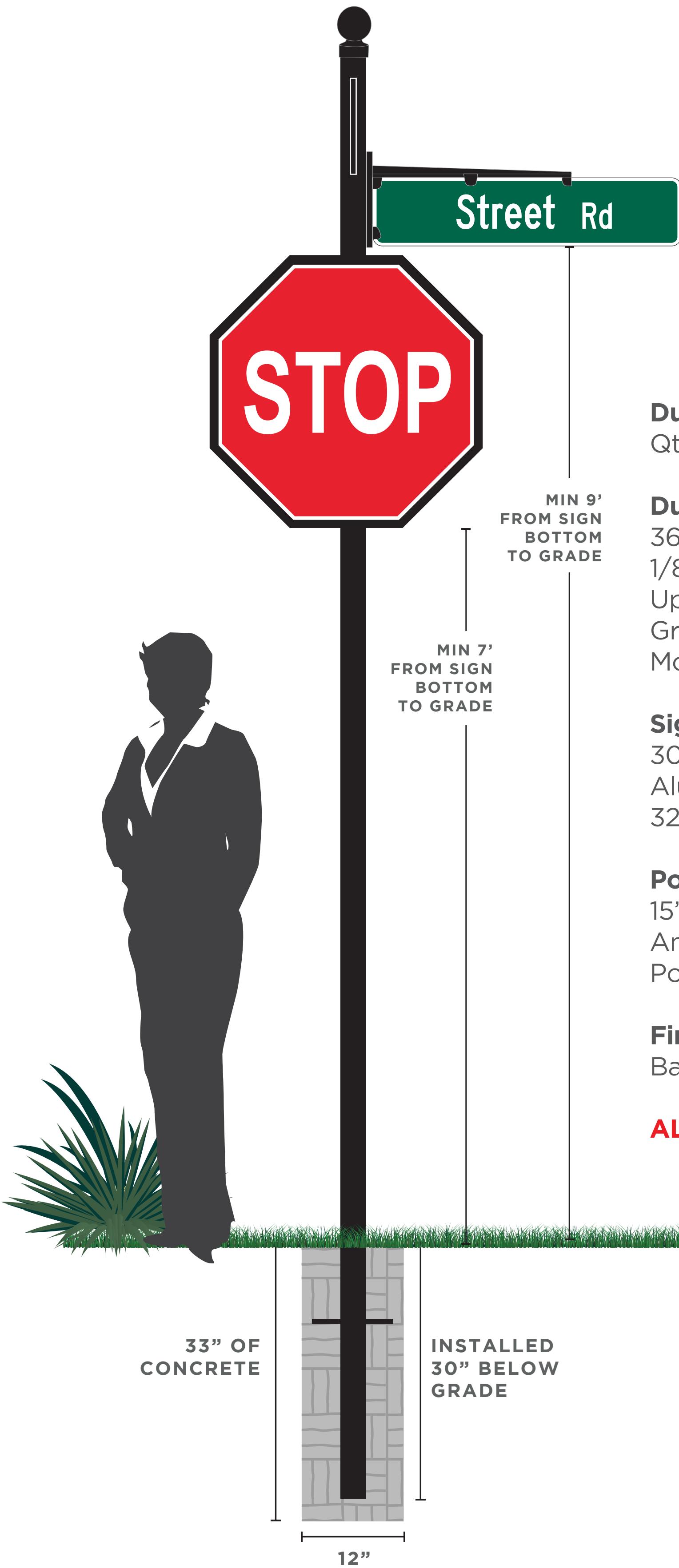
Dual Street Blade/Stop Combo



PAINT
**Black
(Gloss)**



Stop Sign



Dual Street Blade/Stop Combo

Qty: 1

Dual Street Blades

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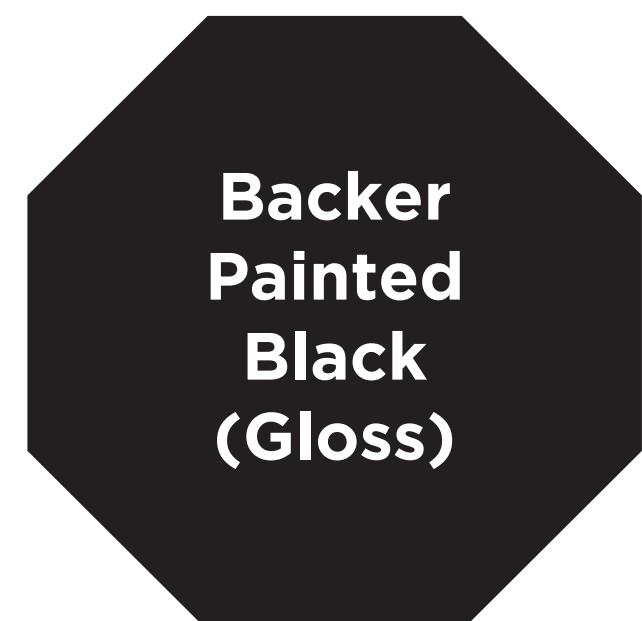
Post

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Anti-Spin Bar
Post Set In Concrete For Stability

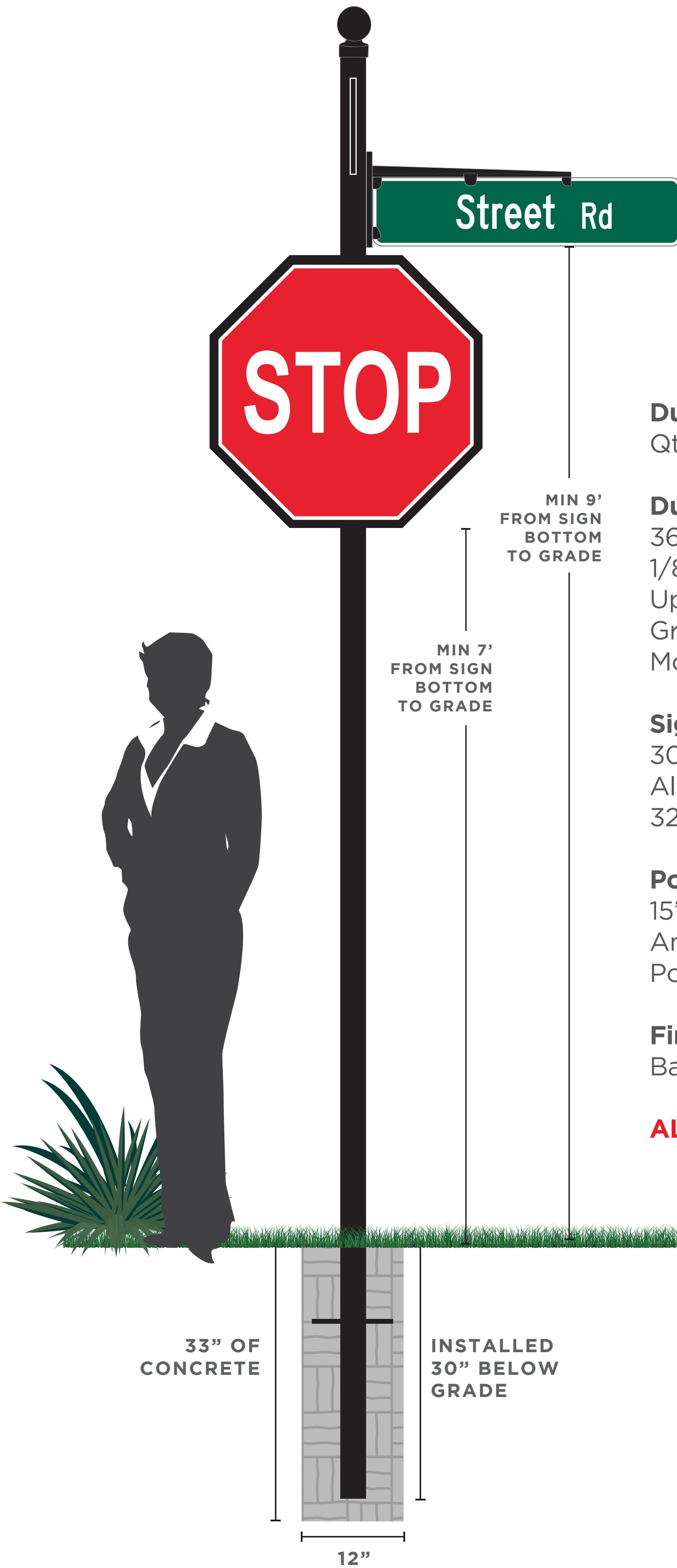
Finial

Ball Finial Painted

ALL HARDWARE PAINTED



Dual Street Blade/Stop Combo



Dual Street Blade/Stop Combo

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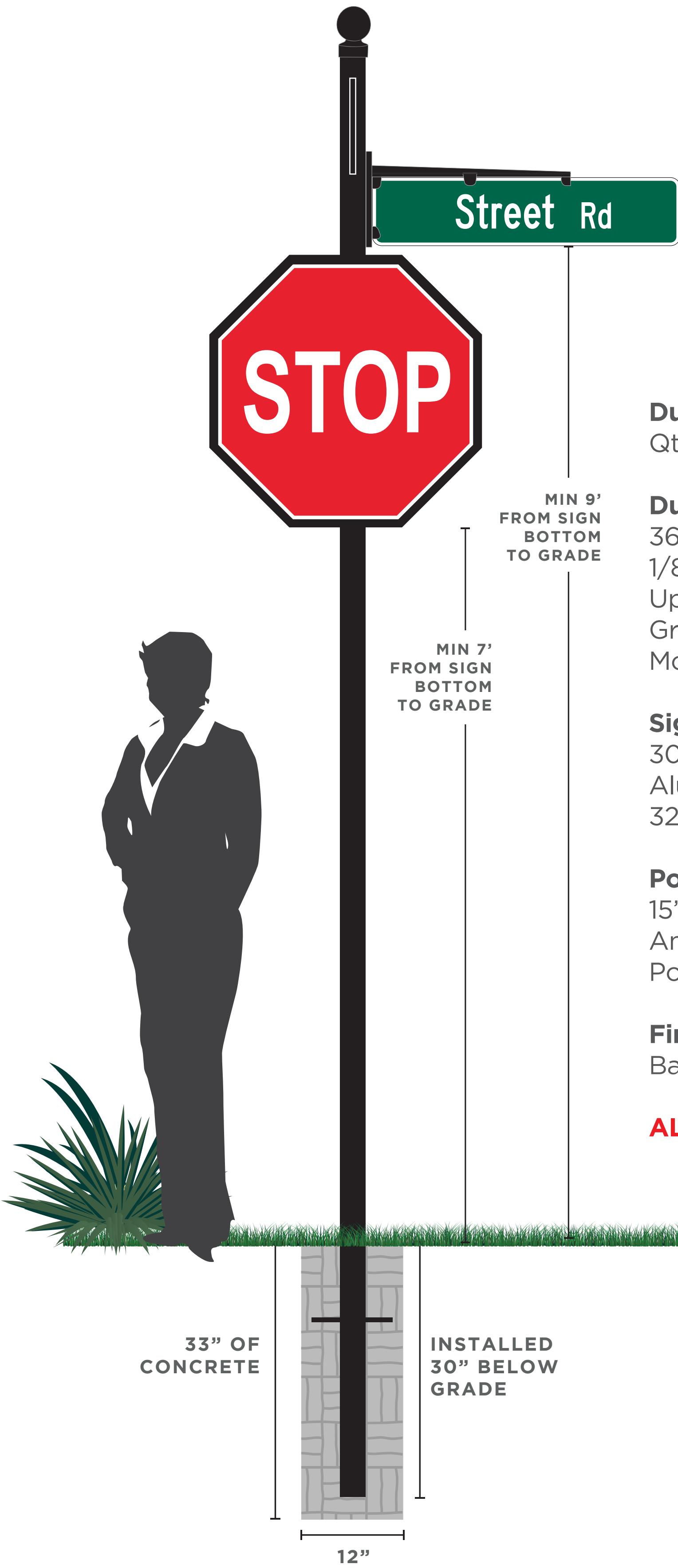
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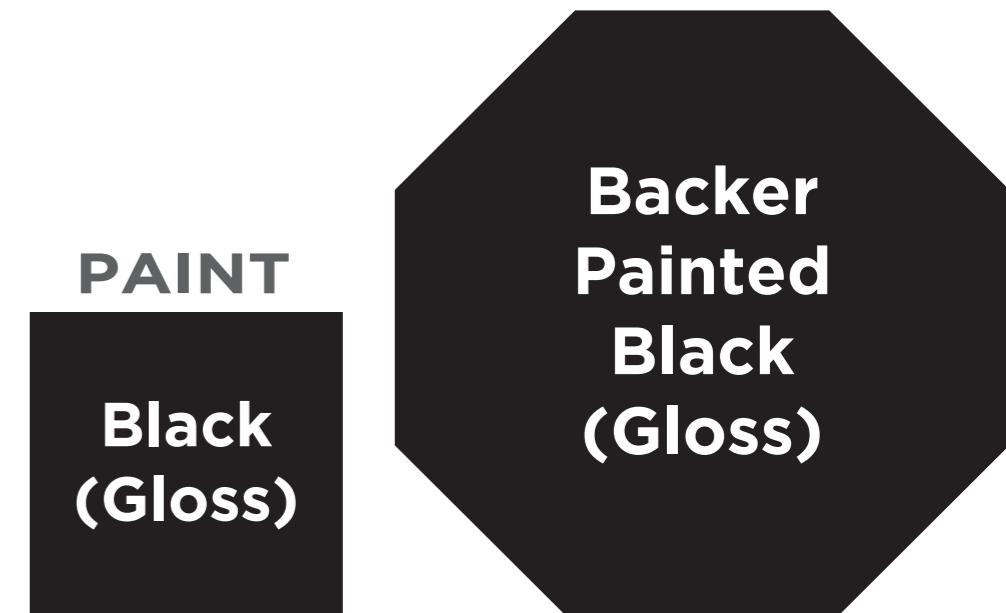
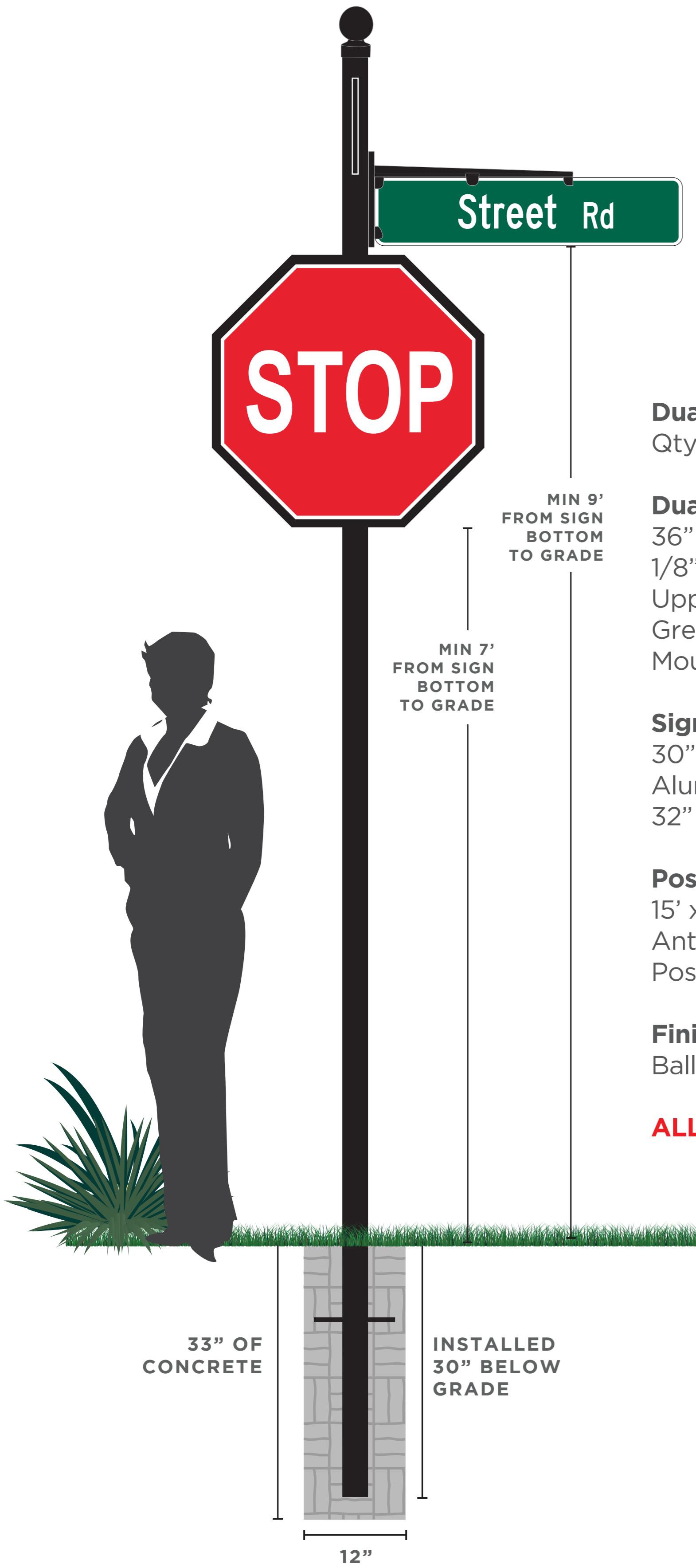


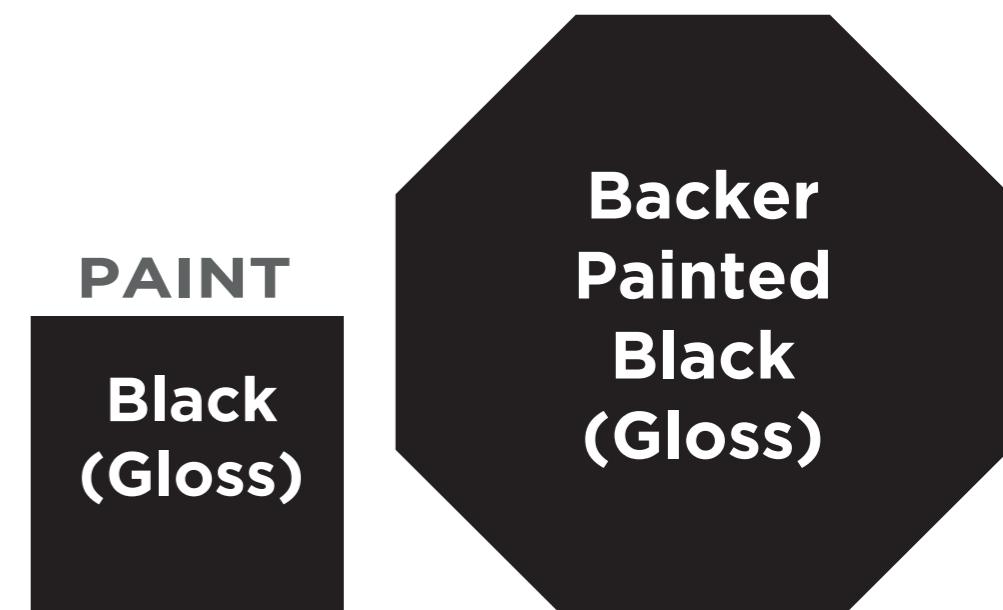
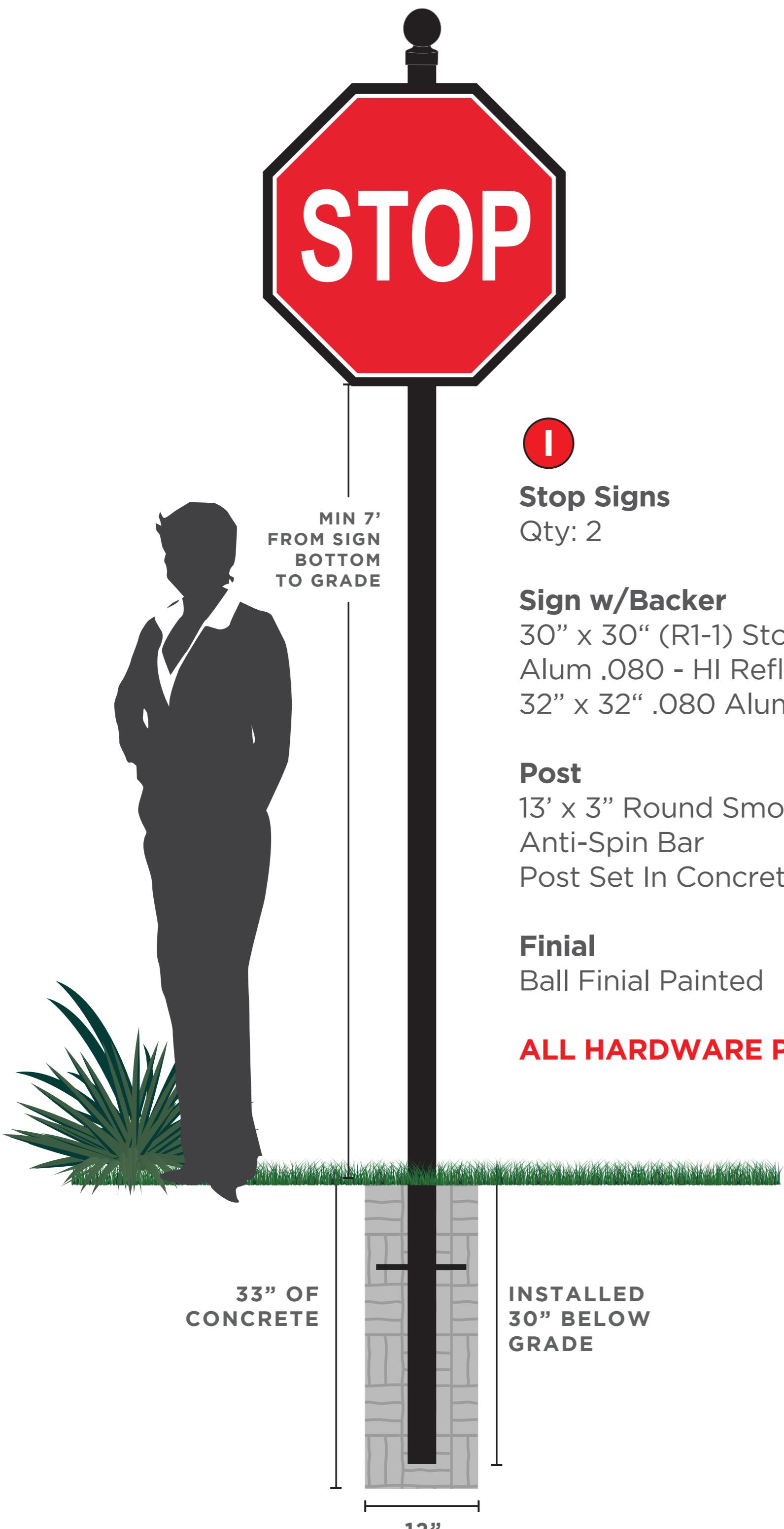
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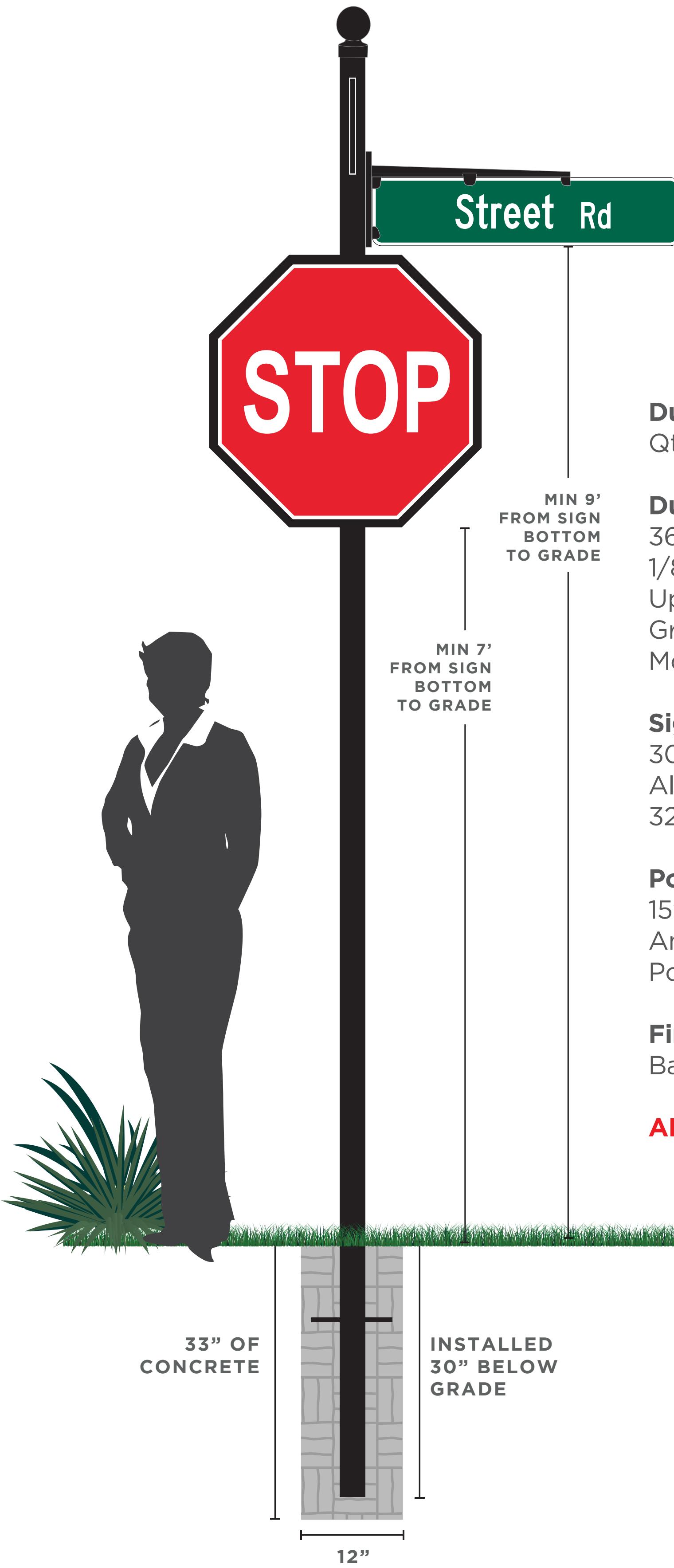
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(Gloss)**



Dual Street Blade/Stop Combo







Dual Street Blade/Stop Combo

Qty: 1

Dual Street Blades

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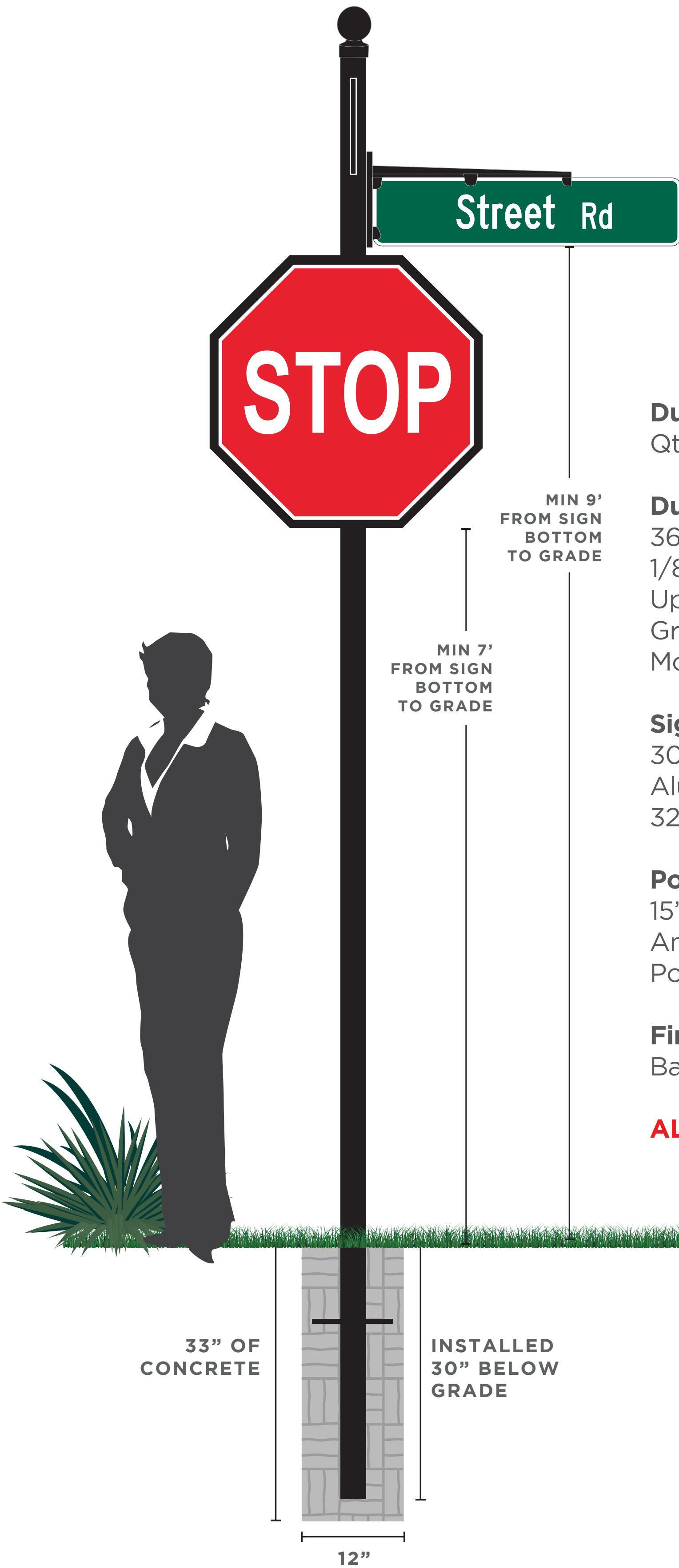
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Dual Street Blade/Stop Combo



Dual Street Blade/Stop Combo

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 Anti-Spin Bar
 Post Set In Concrete For Stability

Finial

Ball Finial Painted

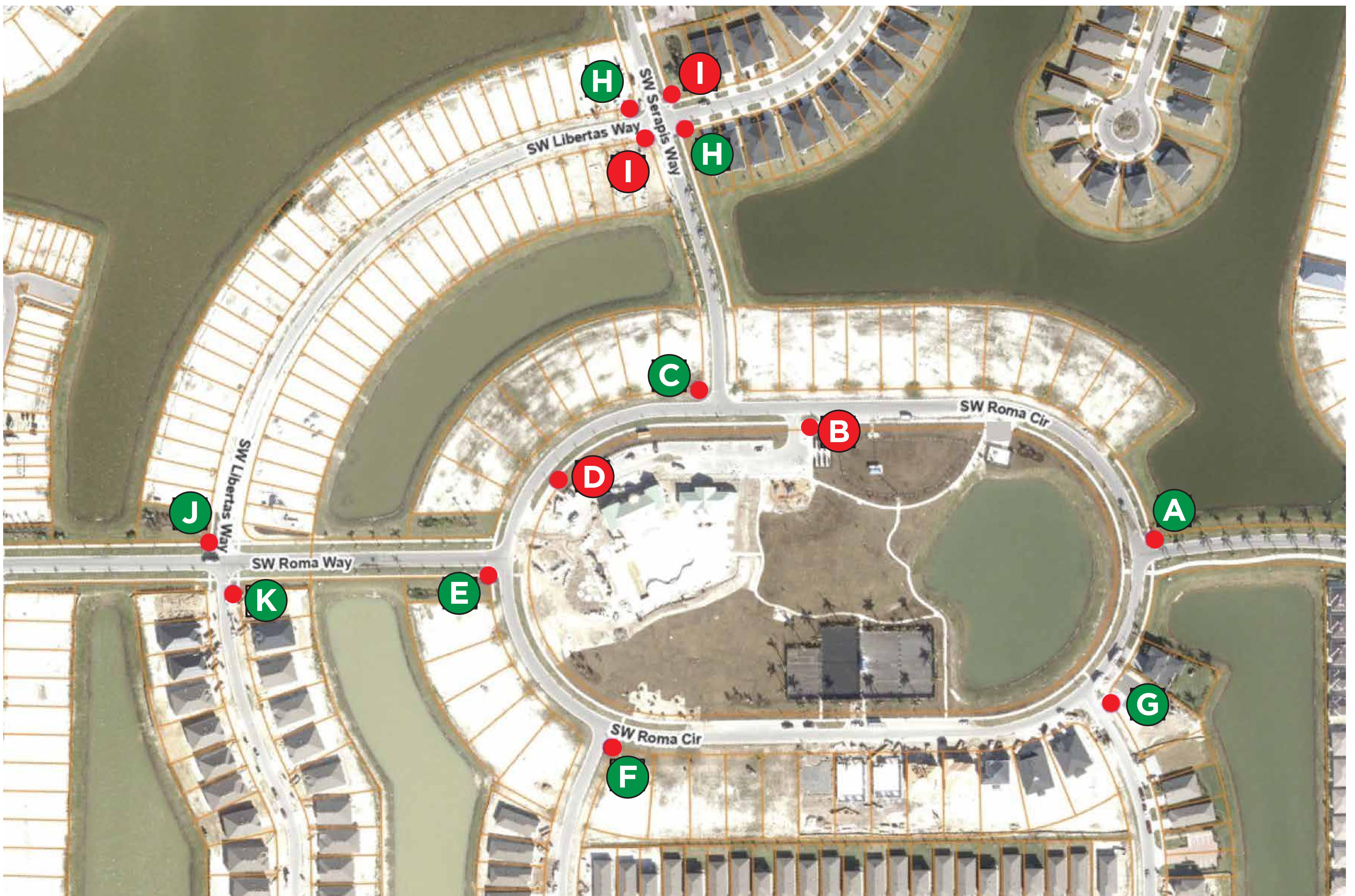
ALL HARDWARE PAINTED



33" OF CONCRETE
 INSTALLED 30" BELOW GRADE
 12"

PAINT
 Black (Gloss)

Backer Painted Black (Gloss)



	STOP
A	Roma Way
	Roma Cir
C	Serapis Way
	Roma Cir
E	Roma Way
	Roma Cir
F	Rimini Way
	Roma Cir
G	Rimini Way
	Roma Cir
H	Libertas Way
	Serapis Way
J	Roma Way
	Libertas Way
K	Roma Way
	Triton Way

B D I



wo.408910 v.11.05.25

Verano 3 CDD - Central Park

Map

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.
3M AVERY

FDOT

SHEETING TYPE
EG HI DG

MONTH	1	2	3	4	5	6	7	8	9	10	11	12
YEAR	1	2	3	4	5	6	7	8	9	10	11	12

DAY

13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31					

YEAR	18	19	20	21	22	23	24	25	26	27	28	29
------	----	----	----	----	----	----	----	----	----	----	----	----

DATE OF INSTALLATION



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



4016 SW Moore Street, Palm City, FL 34990
Office ~ 772-286-2924 Fax ~ 772-286-1417

FloridaExotic@hughes.net

ESTIMATE

DATE	ESTIMATE #
10/14/2025	6888

NAME / ADDRESS

Verano # 3 CDD

PROJECT

DESCRIPTION	QUANTITY	RATE	TOTAL
CDD Back to Back Areas Cubic Yards of Brown River Rock - Installed	80	415.00	33,200.00
Total			\$33,200.00



**PROPOSAL FOR MOSQUITO MANAGEMENT
VERANO 3 CDD.**

August 18, 2022





Dear Dmitriy Gulyamov,

Thank you for the opportunity to offer our integrated mosquito control program to Verano 3 CDD. We understand the unique demands of the South Florida environment. We have designed a unique and flexible program to meet your residents' needs, providing maximum comfort to your residents' outdoor experiences. Clarke is the first and only public health mosquito control program to utilize products listed with the Organic Materials Review Institute (OMRI). By being OMRI listed, both the larvicide and adulticide are recognized for use in and around organic crops and gardens. Both the larvicide and adulticide used in the program are made from naturally-derived active that are registered by the U.S EPA and meet all requirements of the Organic Materials Review Institute.

With the knowledge gained from providing similar service to other luxury communities, we have an intimate experience of the environmental influences to the community's mosquito population. On the pages to follow, you will find a Professional Services Outline. The services provided through the program focus on mosquito education to residents, the inspection of mosquito breeding habitats, and treatment with larvicides, and adulticides to minimize the mosquito population.

Clarke will operate an ultra-low volume (ULV) sprayer for property-wide adulticide application to reduce the adult flying mosquitoes. ULV sprayers dispense very fine aerosol droplets that stay aloft and kill flying midges & mosquitoes on contact. ULV application, we will be using Clarke's dual-action Duet®. Our truck ULV route will follow the paved roads throughout the property using our quiet electric sprayer. Our ATV ULV application will be made by a side by side to treat along the routed miles off the paved road around stormwater ponds and hitting the backyard of the homes around the side-by-side community. All ULV treatments will be completed after dusk or before dawn.

Other factors about Clarke that you may consider as you make this critical decision:

- Clarke has over 65 years of experience in providing community mosquito control across the country.
- Clarke has over 25 years of experience providing midge & mosquito control programs to communities in Florida.
- Clarke mosquito control programs are highly successful, personalized, visible, and professionally managed and executed.
- When comparing exact service levels and efficacy, our pricing is the most competitive in the industry.
- Clarke invests back into the industry, being the leader in mosquito product development. Your support allows us to impact millions all over the world with our cutting-edge formulations and technology.
- To combat the Zika virus threat, Clarke has accumulated several tools that are made available to the public through <https://www.clarke.com/zika-support-center-for-mosquito-control-programs>

Partnering with Clarke to meet your mosquito control needs will provide you access to our in-house biologist, public relations, and marketing teams. We look forward to the potential of working with you for your upcoming season.

Sincerely,
Darrel Bagiotti



A. Timeline and Commitment of Resources

Clarke has provided mosquito services to the local territory for over twenty years. Over time, Clarke has gained intimate knowledge of local waterways and developed a strong understanding of local conditions and expectations. Clarke will continue to service from our existing Wellington office. Our facilities, trucks, boats, assets, and personnel are in place and stand by, ready to serve the community of **Verano 3 CDD**. This local facility will function as our command center for operations. To best serve **Verano 3 CDD**, all the facilities, assets, and personnel will remain in place for the Agreement's duration.

Verano 3 CDD, along with Clarke Employees, have immediate access to our company-wide resources to help facilitate the most efficient and effective program. Departments that are, and will be, serving **Verano 3 CDD** are:

- Regulatory Compliance
- Safety
- Biology Department
- Technical Services
- Human Resources
- Information Technologies
- Operations Support
- Equipment Technical Services
- Product Production/Manufacturing
- Finance
- Insurance
- Public Relations

Our local facility maintains sufficient stock of products to meet and/or exceed **Verano 3 CDD** requirements. Our local Wellington office has the required experience, licensed staff, assets, and expertise to meet and exceed all of the specified services.



Work Plan

B. Overview

The work to be performed at this site will consist of applying EPA, and the State of Florida approved product in the designated waterway and properties covered in this contract. The storm drain larvicide product used has also been certified by the Organic Materials Review Institute (OMRI). The insecticides will be applied via hand application to ensure the product is getting to the areas the mosquitoes will be breeding. This application will take place in the Fall.

Clarke's work includes furnishing all labor, material, equipment, tools, transportation, supplies, workforce, and supervision to complete the job. Clarke will provide services in accordance with **Verano 3 CDD** requirements listed in the scope of work.

C. Communications

Clarke is firmly committed to an open and honest communication strategy with its clients. Communication is critical in maintaining a successful aquatics program. All technicians on site will have a GPS tracking/WIFI smartphone with them at all times, even while in a boat. They will be in contact with the designated field supervisor. The Clarke designated field supervisor will be in charge of schedule progress, any adjustments being made, and submitting treatment reports and inspection logs. Schedule adjustments and treatment procedures will be discussed and verified to coordinate with special events, unexpected occurrences, outbreaks, and other issues that may arise during the contract period. Clarke strives to reach a strong professional working relationship with its clients in a partnership effort to get our combined goals. At the end of each treatment day, the treatment data can be emailed within 72 hours to achieve constant monitoring of the chemicals administered into the water. The local operations supervisor and control consultant will monitor communications to ensure that these channels are open and used effectively. In the event an emergency treatment, outbreak, or complaint call surfaces that require immediate attention, the field supervisor shall contact the local operations supervisor to have additional resources allocated to these areas not to disrupt the established monthly schedule. Any disruptions of the set monthly schedule will be done with the express authorization of **Verano 3 CDD**. Darrel Bagiotti, the Control Consultant, will serve as a back-up communication venue, assuring that this program is working as intended and that communication between Clarke and the client is consistent, constant, and effective.



Electronic Notification



Clarke's Customer Portal once signed up can provide email notifications to let you know we were on-site and performed work. Electronic Notifications would be sent-out whenever an Applicator has been to the site and reported through the Supervisor's smartphones accepting the treatment and approving the job (that night or the next day).

D. Resources

Clarke has a Fleet of **30+ vehicles** available for use in the State of Florida. All employees are versed and trained with calibrations and the most advanced application techniques.

a. Equipment used for requested services



- (1) 2003 or better Chevy 2500 4x4 pick-up truck.
- (1) Polaris or John Deere Gator.

b. Personnel

- One of Clarke's key benefits is the **depth** of our overall organization, including 150 full-time people and their respective experience and expertise. Within the Clarke, Structure is the numerous departments listed above, critical in supporting local Clarke offices' work and operations. These dedicated departments and employees help to ensure that Clarke operates efficiently and effectively and are available for any support that our Regional and local offices may need and provide support to customers like **Verano 3 CDD**.
- Clarke has six offices located in Florida, with **25+ full-time employees** dedicated to Florida Operations. Clarke also hires and staffed multiple seasonal crews and temporary employees to cover the seasonality of the industry and contractual needs.



- Clarke currently has **15+ Florida State Certified licensed applicators in Public Health, Chapter 482 applicators working under a Certified Operator in General Pest, Aquatics / Natural Areas, and Right of Way** through the Florida Department Agriculture and Consumer Sciences. Clarke's Public Health applicator license and Certified Operation License in General Pest legally distinguish us from other aquatic vendors or pest operators who can't make these (in-lake or on-land) applications because they don't hold the appropriate license. Targeting midges and mosquitoes is not covered under an aquatics license. Clarke specializes and certifies employees with Safety and Regulatory Compliance to meet OSHA, DEP, EPA, DOT, FDACS, and multiple other agency requirements. Clarke also ensures that all offices have personnel trained in Hazardous Waste and Emergency Operations and Recovery if a spill takes place. This helps us to limit and reduce liability both for Clarke and for our customers.

E. Chemicals and Substances Used

All work performed in the designated lakes or areas shall be performed by, or under the direct supervision of, a Florida state-licensed applicator. At Clarke, we make sure that we adjust the rates within what's allowed by law on the label for maximum effect on the target species while minimizing or eliminating any effect on non-targets.

Clarke has identified the following chemicals as treatment options based on the current condition: OMRI Certified Natular XRT, and Duet.

F. Clarke Personnel Appearance

All Clarke personnel must wear a strict dress code, including a logo identifying long-sleeved shirt, long pants, and work boots, all in good clean condition and adequately maintained while working in the designated waterways. They are further instructed always to conduct themselves professionally and courteously when approached by residents with inquiries or comments or working in **Verano 3 CDD**.

2. Clarke Experience

Clarke currently services several luxurious communities in Palm Beach County including, Medalist Country Club, Mirasol County Club, Frenchman's Reserve, The Fields, and Broken Sound Master Association for all their midge and mosquito needs, to name a few. These relationships have allowed us to establish trust and an effective and efficient working relationship with our contacts in Palm Beach County. We believe in maintaining personnel's consistency to ensure that our treatments' relationship and effectiveness remain consistently high.

Clarke's Commitment to Sustainability

Clarke is committed to being earth-friendly by delivering products, services, and strategies that save our customers money and reduce the impact we make on the earth. This is reflected in everything we do and in everyone who works at Clarke. It allows us to be the best at what we do and allows us to do the right thing. The long term result is a winning strategy for us and our customers. Please see our sustainability report enclosed.



3. Licenses and Permits

Clarke will continue to adhere to all local, County, State, and Federal regulations and permits to execute the work to be performed under this contract. Any additional permits required for the execution of the work under this contract will be Clarke's responsibility to acquire.

5. 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.

Adulticiding Operational Procedures



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.

**Clarke Environmental Mosquito Management, Inc.
Client Agreement and Authorization for 2025-26
Verano 3 CDD
Environmental Mosquito Management (EMM) Program**

- I. TERM AND TERMINATION:** This Agreement has an automatic Renewal Clause. The terms and conditions outlined in this Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2026 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least thirty (30) days prior to the end of the Initial Term or any subsequent renewal term, the terms and conditions within the Agreement shall automatically continue to renew for an additional term, each term having a duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within thirty (30) days of receipt of said notice. Activity within specific lakes will require a minimum three (3) month commitment; however, it may be terminated at any time by either party with a 30 days written notice, which will not affect the terms and conditions within this Agreement.
- II. Program Payment Plan:** Any additional treatments beyond the core program will be invoiced when the treatment is completed. Verano 3 CDD has the option to extend this program from year to year at a rate that does not exceed a (5%) annual increase that both parties agree to.

For Verano 3 CDD:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Darrel Bagiotti Title: Control Consultant Date: _____



Clarke Environmental Mosquito Management, Inc.
Client Authorization for 2025-26
Verano 3 CDD
Environmental Mosquito Management (EMM) Program

Administrative Information:

Invoices should be sent to:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Fax: _____ P.O. # _____

Accounts Payable Email: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an email address that the invoices should be sent to.****

Treatment Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Contact Person for Verano 3 CDD:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ Email: _____

Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Verano 3 CDD:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ Email: _____

Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc.,
Attn: Darrel Bagiotti dbagiotti@clarke.com – (954) 594-0079



Verano #3
COMMUNITY DEVELOPMENT DISTRICT

Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
10/1 - 10/31/25	444-473	\$159,334.56
11/1 - 11/30/25	474-491	\$69,381.49

TOTAL CHECKS	\$228,716.05
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<i>Date</i>	<i>ACH</i>	<i>Amount</i>
10/1 - 10/31/25	80008-80009	\$9,292.09
11/1 - 11/30/25	80010-80011	\$9,939.95

TOTAL ACH	\$19,232.04
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TOTAL	\$247,948.09
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AP300R
*** CHECK NOS. 000444-000473

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25
VERANO # 3 GENERAL FUND
BANK A VERANO #3 CDD

PAGE 1

CHECK DATE	VEND#	..... INVOICE.....	... EXPENSED TO...	VENDOR NAME	STATUS	AMOUNT	.... CHECK.....
		DATE	INVOICE	YRMO DPT ACCT# SUB SUBCLASS		AMOUNT	AMOUNT #
10/02/25	00059	7/01/25	267	202507 320-57200-46910 DRAIN CLEANING A/C	*	673.00	673.00 000444
				ALL PRO COOLING AND HEATING LLC			
10/02/25	00061	9/29/25	9299	202510 320-57200-34550 SECURITY 10/4-10/12/25	*	1,080.00	1,080.00 000445
				ALL FLORIDA SECURITY SERVICES, INC.			
10/02/25	00053	10/01/25	113225-I	202510 320-57200-34501 SERVICE 10/25-12/25	*	229.50	229.50 000446
				GOULDIN TECHNOLOGIES LLC			
10/02/25	00056	9/19/25	283230	202509 320-57200-46500 OPERATOR TRAIN CHEM CONTR	*	3,705.97	3,705.97 000447
				COMMERCIAL ENERGY SPECIALIST, LLC			
10/02/25	00021	9/30/25	8242	202509 320-57200-45300 CLEANING 09/1-09/30/25	*	6,600.00	6,600.00 000448
				CHARLES CLEANING SERVICES LLC			
10/02/25	00018	9/28/25	30357	202510 320-57200-45000 FY26 PROPERTY INSURANCE	*	54,392.00	54,392.00
			9/28/25 30357	202510 310-51300-45000 FY26 GENERAL LIABILITY	*	3,120.00	3,120.00
			9/28/25 30357	202510 310-51300-45000 FY26 PUBLIC OFFICIALS	*	2,552.00	2,552.00
				EGIS INSURANCE ADVISORS			60,064.00 000449
10/02/25	00014	9/26/25	11093621	202509 320-57200-34100 LIFE STYLE 9/06-9/19/25	*	2,004.16	2,004.16 000450
				FIRSTSERVICE RESIDENTIAL			
10/02/25	99999	10/02/25	VOID	202510 000-00000-00000 VOID CHECK	C	.00	.00 000451
				***** INVALID VENDOR NUMBER*****			
10/02/25	00048	9/30/25	008	202509 320-57200-34100 PICKLE BALL MATERIALS	*	53.39	53.39
			9/30/25 008	202509 320-57200-34100 FOOD WARMERS/LABELS/CUPS	*	124.94	124.94
			9/30/25 008	202509 320-57200-34100 HEADBANDZ GAME	*	15.83	15.83
			9/30/25 008	202509 320-57200-34100 TALENT SHOW MATERIALS	*	177.20	177.20
			9/30/25 008	202509 320-57200-34100 GIFT CARDS	*	10.00	10.00

MR3 --VERANO #3-- TCESSNA

AP300R
*** CHECK NOS. 000444-000473

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25
VERANO # 3 GENERAL FUND
BANK A VERANO #3 CDD

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CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
9/30/25	008	202509	320-57200-34100	GIFT CARDS		*	10.00	
9/30/25	008	202509	320-57200-34100	SNACKS		*	102.94	
9/30/25	008	202509	320-57200-34100	BAGELS		*	40.78	
9/30/25	008	202509	320-57200-34100	FRUIT AND PASTRIES		*	67.29	
9/30/25	008	202509	320-57200-34100	BREAKFAST CONDIMENTS		*	110.27	
9/30/25	008	202509	320-57200-34100	OUTDOOR GAME		*	68.46	
9/30/25	008	202509	320-57200-34100	OUTDOOR GAME		*	139.36	
9/30/25	008	202509	320-57200-34100	RETURN-TALENT SHOW SUPP		*	72.72-	
9/30/25	008	202509	320-57200-34100	STORAGE BINS		*	38.43	
9/30/25	008	202509	320-57200-34100	DECOR & BINGO CHIPS		*	96.77	
				CENTRAL PARK HOA			982.94	000452
10/02/25	00058	9/23/25	10081	202509 320-53800-46260		*	5,625.57	
				DRAINAGE			5,625.57	000453
10/02/25	00060	3/17/25	471952	202503 320-57200-46000	FLORIDA IRRIGATION SERVICES		99.00	
				FIRE EXTINGUISHER INSPECT			99.00	000454
10/02/25	00025	9/24/25	71257	202509 320-57200-34500	PYE-BAKER FIRE & SAFETY LLC		1,359.40	
				TENNIS GATE NOT WORKING			1,359.40	000455
10/08/25	00001	10/01/25	246	202510 310-51300-31300	RAMCO PROTECTIVE		459.42	
				OCT 25 - DISSEMINATION			459.42	
10/01/25	246			202510 310-51300-35100		*	68.92	
10/01/25	246			OCT 25 - WEBSITE ADMIN		*	46.69	
				202510 320-57200-46100			46.69	
				HOME DPT-ANT KILLER/KEYS				
10/08/25	00037	10/01/25	20808	202510 320-57200-34500	GOVERNMENTAL MANAGEMENT SERVICES -		575.03	000456
				OCT 25 - MONITORING		*	500.00	
				SAFETOUCH			500.00	000457

MR3 --VERANO #3-- TCESSNA

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*** CHECK NOS. 000444-000473

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25
VERANO # 3 GENERAL FUND
BANK A VERANO #3 CDD

PAGE 3

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK.... AMOUNT #
10/08/25	00027	10/03/25	25331001	202510 320-57200-46500 6 65# ROOF JACKS		*	311.55	
		10/06/25	25331002	202510 320-57200-46400 OCT 25 - POOL SERVICE		*	2,350.00	
					SANDY GORDON, INC			2,661.55 000458
10/10/25	00049	9/25/25	131530	202509 320-57200-34500 ALAR 9/17/25		*	550.00	
		9/25/25	131530	202509 320-57200-34500 ALAR 9/15/25		*	550.00	
		9/25/25	131530	202509 320-57200-34500 ALAR 7/22/25		*	550.00	
		9/25/25	131530	202509 320-57200-34500 ALAR 8/8/25		*	550.00	
		9/25/25	131530	202509 320-57200-34500 ALAR 8/11/25		*	550.00	
		9/25/25	131530	202509 320-57200-34500 ALAR 9/1/25		*	550.00	
		9/25/25	131530	202509 320-57200-34500 ALAR 9/25/25		*	550.00	
					PORT ST LUCIE FARP		3,850.00	000459
10/10/25	00027	10/09/25	25331003	202510 320-57200-46500 2 BETTERFILTER CARTIGES		*	531.15	
					SANDY GORDON, INC			531.15 000460
10/14/25	00034	10/01/25	4	202510 320-57200-34000 OCT 25- AMENITY MGMT		*	5,825.00	
		10/01/25	4	202510 320-57200-45300 OCT 25- JANITORIAL		*	6,333.00	
					CALM IV		12,158.00	000461
10/14/25	00014	10/10/25	11096215	202509 320-57200-34100 COORD LIFEST 9/20-10/3/25		*	1,186.50	
					FIRSTSERVICE RESIDENTIAL			1,186.50 000462
10/14/25	00049	10/04/25	425567	202509 320-57200-34500 FALSE ALARM 9/26/25		*	550.00	
					PORT ST LUCIE FARP			550.00 000463
10/16/25	00062	10/15/25	REFUND D	202510 300-22000-10000 REF DEP T GRAINGER		*	250.00	
					TIFFANY GRAINGER			250.00 000464
10/16/25	00063	10/16/25	REFUND D	202510 300-22000-10000 REF DEP L PIERRE		*	250.00	
					LHERISSON PIERRE			250.00 000465
					MR3 --VERANO #3-- TCESSNA			

AP300R
*** CHECK NOS. 000444-000473

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25
VERANO # 3 GENERAL FUND
BANK A VERANO #3 CDD

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CHECK DATE	VEND#INVOICE.....	...EXPENSED TO...	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/16/25	00064	10/16/25 REFUND D REF DEP	202510 300-22000-10000 DANIEL RUIZ		*	250.00	250.00 000466
10/16/25	00065	10/16/25 REFUND D REF DEP M WEST	202510 300-22000-10000	DANIEL RUIZ WEST MYCHAL J	*	250.00	250.00 000467
10/21/25	00002	10/01/25 92947	202510 310-51300-54000 SPECIAL DISTRICT FEE FY26	FLORIDACOMMERCE	*	175.00	175.00 000468
10/21/25	00012	9/15/25 11066 REPAIR MAINLINE	202509 320-53800-46260		*	780.00	
		10/01/25 11137 OCT 25 - LAWN MAINTENANCE	202510 320-53800-46200		*	14,543.75	
		10/01/25 11145 OCT 25 - C.PK AMENITY MNT	202510 320-57200-46200		*	6,650.00	
		10/01/25 11146 OCT 25-LAWN MAINT CP G2	202510 320-53800-46200		*	12,200.00	
		10/07/25 11175 LIVE OAK/POINCIANA/COCONT	202510 320-57200-46250		*	6,000.00	
				FLORIDA EXOTIC LANDSCAPING CO INC		40,173.75	000469
10/21/25	00066	8/06/25 B164274 50% DEP	202508 320-53800-46290 BROWN MULCH	FLORIDA MULCH INC	*	11,530.04	11,530.04 000470
10/21/25	00042	5/05/25 HJP00505 STRAIGHTEN SIGN POST	202505 320-53800-46700		*	80.00	
		6/05/25 HJP00605 PATCH HOLES	202506 320-53800-46500		*	1,170.00	
				JOSHUA R. HANNA		1,250.00	000471
10/23/25	00067	10/23/25 REFUND D REF DEP MELISHA THESSA	202510 300-22000-10000	MELISHA THESSA	*	250.00	250.00 000472
10/27/25	00057	9/22/25 REFUND D REF RENT/DEP G DELGADO	202509 300-22000-10000	GABRIEL DELGADO	*	520.00	520.00 000473
				TOTAL FOR BANK A		159,334.56	
				TOTAL FOR REGISTER		159,334.56	

MR3 --VERANO #3-- TCESSNA

AP300R
*** CHECK NOS. 080008-080009

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25
VERANO # 3 GENERAL FUND
BANK Z VERANO #3 CDD AUTOPAY

PAGE 1

CHECK DATE	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/15/25	00039	9/23/25 AUGUST 202508	320-57200-43100 FOUNTAIN 8/11-9/12/25		*	12.65	
		9/23/25 AUGUST 202508	320-57200-43100 AMENITY 8/11-9/12/25		*	260.80	
		9/23/25 AUGUST 202508	320-57200-43100 POOL 8/11-9/12/25		*	351.26	
CITY OF PORT ST. LUCIE (AUTOPAY)							624.71 080008
10/13/25	00007	10/07/25 SEPTEMBER 202509	320-57200-43000 AMENITY 9/10-10/10/25		*	1,013.28	
		10/07/25 SEPTEMBER 202509	320-53800-43100 IRRIG 9/10-10/10/25		*	602.43	
		10/07/25 SEPTEMBER 202509	320-53800-43000 SL 9/10-10/10/25		*	5,250.98	
		10/07/25 SEPTEMBER 202509	320-53800-43001 MONUMENT 9/10-10/10/25		*	28.10	
		10/07/25 SEPTEMBER 202509	320-53800-43000 FOUNTAIN 9/10-10/10/25		*	764.82	
		10/07/25 SEPTEMBER 202509	320-53800-43100 IRRIG 9/10-10/10/25		*	979.17	
		10/07/25 SEPTEMBER 202509	320-53800-43001 MONUMENT 9/10-10/10/25		*	28.60	
FPL AUTO PAY							8,667.38 080009
						TOTAL FOR BANK Z	9,292.09
						TOTAL FOR REGISTER	9,292.09

MR3 --VERANO #3-- TCESSNA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25 PAGE 1
*** CHECK DATES 11/01/2025 - 11/30/2025 *** VERANO # 3 GENERAL FUND
BANK A VERANO #3 CDD

MR3 --VERANO #3-- TCESSNA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25 PAGE 2
*** CHECK DATES 11/01/2025 - 11/30/2025 *** VERANO # 3 GENERAL FUND
BANK A VERANO #3 CDD

MR3 --VERANO #3-- TCESSNA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25 PAGE 3
*** CHECK DATES 11/01/2025 - 11/30/2025 *** VERANO # 3 GENERAL FUND
BANK A VERANO #3 CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
		10/31/25	009	202510 320-57200-49400		*	57.65	
				GARBAGE BINS/CLIP BOARDS				
		10/31/25	009	202510 320-57200-49400		*	19.79	
				SNACKS				
					CENTRAL PARK HOA			978.28 000483
11/18/25	00012	11/01/25	11283	202511 320-53800-46200		*	14,543.75	
				NOV 25 - LAWN MAINTENANCE				
		11/01/25	11301	202511 320-57200-46200		*	6,650.00	
				NOV 25 - C.PK AMENITY MNT				
		11/01/25	11302	202511 320-53800-46200		*	12,200.00	
				NOV 25-LAWN MAINT CP G2				
					FLORIDA EXOTIC LANDSCAPING CO INC			33,393.75 000484
11/18/25	00069	11/16/25	77	202511 320-53800-49500		*	3,200.00	
				HOLIDAY LIGHTS				
					HOLIDAY SEASONAL LIGHTS			3,200.00 000485
11/18/25	00041	10/27/25	OCO#001	202510 320-53800-60000		*	3,000.00	
				RMV GRASS & DIRT MAIL BOX				
					PILLAR CONSTRUCTION AND CONSULTING			3,000.00 000486
11/18/25	00037	11/01/25	20920	202511 320-57200-34500		*	500.00	
				NOV 25 - MONITORING				
					SAFETOUCH			500.00 000487
11/18/25	00027	11/06/25	25331101	202511 320-57200-46400		*	2,350.00	
				NOV 25 - POOL SERVICE				
					SANDY GORDON, INC			2,350.00 000488
11/19/25	00061	11/17/25	9452	202511 320-57200-34550		*	1,080.00	
				SECURITY 11/15-11/23/25				
					ALL FLORIDA SECURITY SERVICES, INC.			1,080.00 000489
11/19/25	00070	11/14/25	11776	202511 320-57200-46100		*	644.14	
				OIL SPILL AMENITY PKG LOT				
					OPG PLUS LLC			644.14 000490
11/19/25	00049	11/08/25	430505	202510 320-57200-34500		*	550.00	
				ALARM 10/29/25				
					PORT ST LUCIE FARP			550.00 000491
					TOTAL FOR BANK A			69,381.49

MR3 --VERANO #3-- TCESSNA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/03/25 PAGE 4
*** CHECK DATES 11/01/2025 - 11/30/2025 *** VERANO # 3 GENERAL FUND
BANK Z VERANO #3 CDD AUTOPY

MR 3 --VERANO #3-- TCESSNA

Verano #3
Community Development District

Unaudited Financial Reporting
November 30, 2025



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Verano #3
Community Development District
Combined Balance Sheet
November 30, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 18,472	\$ -	\$ -	\$ 18,472
Due from Verano # 5	96,031	94,991	-	191,021
Investments:				
State Board of Administration (SBA)	615,798	-	-	615,798
Series 2021				
Reserve	-	269,116	-	269,116
Revenue	-	57,211	-	57,211
Master Acquisition	-	-	20,109	20,109
Acquisiton Pod 1	-	-	12,505	12,505
Acquisition Pod 4	-	-	2,306	2,306
Series 2022				
Reserve	-	694,859	-	694,859
Revenue	-	59,123	-	59,123
Infrastructure Pod 6	-	-	6,732	6,732
Infrastructure Pod 7	-	-	41,029	41,029
Deposits	8,139	-	-	8,139
Total Assets	\$ 738,440	\$ 1,175,298	\$ 82,680	\$ 1,996,418
Liabilities:				
Accounts Payable	\$ 30,677	\$ -	\$ -	\$ 30,677
Clubhouse Deposits	250	-	-	250
Total Liabilities	\$ 30,927	\$ -	\$ -	\$ 30,927
Fund Balance:				
Nonspendable:				
Deposits	\$ 8,139	\$ -	\$ -	\$ 8,139
Restricted for:				
Debt Service	-	1,175,298	-	1,175,298
Capital Project			82,680	82,680
Assigned for:				
Capital Reserves	120,000	-	-	120,000
Unassigned	579,374	-	-	579,374
Total Fund Balances	\$ 707,513	\$ 1,175,298	\$ 82,680	\$ 1,965,491
Total Liabilities & Fund Balance	\$ 738,440	\$ 1,175,298	\$ 82,680	\$ 1,996,418

Verano #3
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2025

	Adopted Budget	Prorated Budget Thru 11/30/25	Actual Thru 11/30/25	Variance
Revenues:				
Special Assessments - Tax Roll				
	\$ 1,226,227	\$ 96,031	\$ 96,031	\$ -
Intergovernmental Transfer ⁽¹⁾	34,188	34,188	34,188	-
Interest Income	20,000	3,333	4,618	1,284
Amenity Revenue	-	-	540	540
Total Revenues	\$1,280,415	\$ 133,552	\$135,376	\$ 1,824
Expenditures:				
<i>General & Administrative:</i>				
Annual Audit	\$ 6,700	\$ 1,000	\$ 1,000	\$ -
Arbitrage Rebate	1,100	-	-	-
Dissemination Agent	5,513	919	919	(0)
Trustee Fees	13,200	4,445	4,445	-
Website Maintenance	827	138	138	0
Insurance General Liability	5,886	5,886	5,672	214
Other Current Charges	787	131	271	(140)
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 34,188	\$ 12,694	\$ 12,619	\$ 75
<i>Operations & Maintenance</i>				
Common Area Maintenance Expenditures				
Electric Utility Services	\$ 102,000	\$ 17,000	\$ 16,970	\$ 30
Landscape Maintenance	320,928	53,488	53,488	1
Plant Replacement	30,000	5,000	-	5,000
Irrigation Repairs	15,000	2,500	-	2,500
Irrigation Pump Maintenance	6,000	1,000	-	1,000
Lake Midgets	10,200	1,700	-	1,700
Pest Control & Fertilization	26,000	4,333	-	4,333
Mulch	50,000	8,333	-	8,333
Sidewalk/Road Repairs	25,000	4,167	-	4,167
Sign Maintenance	10,000	1,667	-	1,667
Entry & Walls Maintenance	25,000	4,167	-	4,167
Holiday Decoration	2,200	2,200	3,200	(1,000)
Capital Outlay	37,813	30,820	30,820	-
SUBTOTAL COMMON AREA MAINTENANCE	\$ 660,141	\$ 136,375	\$ 104,478	\$ 31,897

Verano #3
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/25	Thru 11/30/25	Variance
Amenity Center/Park Maintenance				
Clubhouse/Restroom Building Maintenance	\$ 10,000	\$ 1,667	\$ 3,935	\$ (2,268)
Common Area Maintenance	10,000	1,667	-	1,667
A/C Maintenance	3,000	500	-	500
Sidewalk/Parking lot repairs	15,000	2,500	-	2,500
Amenity Management	70,000	11,667	12,388	(721)
Lifestyle Management	31,417	5,236	4,072	1,164
Security Service	34,944	5,824	4,320	1,504
Property Insurance	60,000	10,000	54,392	(44,392)
Pool Maintenance Contracts	28,200	4,700	4,700	-
Pool repairs	10,000	1,667	843	824
Pool Permit	525	-	-	-
Landscape/Irrigation Maintenance	99,800	16,633	13,300	3,333
Mulch	20,000	3,333	-	3,333
Plant Replacement	20,000	3,333	6,000	(2,667)
Irrigation Repairs	12,500	2,083	-	2,083
Pest Control & Fertilization	10,000	1,667	-	1,667
Playground Maintenance (includes inspection)	5,000	833	-	833
Water Utility Services	20,000	3,333	1,456	1,878
Electrical Utility Services	18,000	3,000	1,827	1,173
Janitorial Services/Supplies	99,200	16,533	17,866	(1,333)
Access Control (gates)	8,000	1,333	230	1,104
Security Cameras (monitoring)	15,000	2,500	1,550	950
Trash Collection	5,000	833	-	833
Special Events	6,000	1,000	1,952	(952)
Capital Outlay	25,000	4,167	-	4,167
Capital Improvements	20,000	3,333	-	3,333
SUBTOTAL AMENITY CENTER/PARK MAINTENANCE	\$ 656,586	\$ 109,344	\$ 128,829	\$ (19,486)
Total Operations & Maintenance	\$1,316,727	\$ 245,718	\$ 233,307	\$ 12,411
Total Expenditures	\$1,350,915	\$ 258,412	\$ 245,927	\$ 12,485
Excess (Deficiency) of Revenues over Expenditures	\$ (70,500)	\$ (124,860)	\$ (110,550)	\$ 14,309
Net Change in Fund Balance	\$ (70,500)	\$ (124,860)	\$ (110,550)	\$ 14,309
Fund Balance - Beginning	\$ 70,500		\$ 818,063	
Fund Balance - Ending	\$ -		\$ 707,513	

⁽¹⁾ 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 November 30, 2025

	Adopted Budget	Prorated Budge Thru 11/30/25	Actual Thru 11/30/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 538,231	\$ 58,379	\$ 58,379	\$ -
Interest Income	10,000	1,667	3,293	1,627
Total Revenues	\$ 548,231	\$ 60,046	\$ 61,673	\$ 1,627
Expenditures:				
Interest - 11/01	\$ 160,316	\$ 160,316	\$ 160,316	\$ -
Principal - 05/01	220,000	-	-	-
Interest - 05/01	160,316	-	-	-
Total Expenditures	\$ 540,631	\$ 160,316	\$ 160,316	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 7,600	\$ (100,270)	\$ (98,643)	\$ 1,627
Other Financing Sources/(Uses):				
Interfund Transfer In/(Out)	\$ (8,000)	(1,826)	\$ (1,826)	\$ -
Total Other Financing Sources/(Uses)	\$ (8,000)	\$ (1,826)	\$ (1,826)	\$ -
Net Change in Fund Balance	\$ (400)	\$ (100,302)	\$ (100,469)	\$ 1,627
Fund Balance - Beginning	\$ 214,666		\$ 485,174	
Fund Balance - Ending	\$ 214,265		\$ 384,705	

Verano #3
Community Development District
Debt Service Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2025

	Adopted Budget	Prorated Budge Thru 11/30/25	Actual Thru 11/30/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 695,100	\$ 36,611	\$ 36,611	\$ -
Interest Income	40,000	6,667	7,330	663
Total Revenues	\$ 735,100	\$ 43,278	\$ 43,941	\$ 663
Expenditures:				
Interest - 11/01	\$ 285,190	\$ 285,190	\$ 285,190	\$ -
Principal - 11/01	120,000	120,000	120,000	-
Interest - 05/01	281,665	-	-	-
Total Expenditures	\$ 686,855	\$ 405,190	\$ 405,190	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 48,245	\$ (361,912)	\$ (361,249)	\$ 663
Other Financing Sources/(Uses):				
Interfund Transfer In/(Out)	\$ (26,400)	(4,696)	\$ (4,696)	\$ -
Total Other Financing Sources/(Uses)	\$ (26,400)	\$ (4,696)	\$ (4,696)	\$ -
Net Change in Fund Balance	\$ 21,845	\$ (366,608)	\$ (365,945)	\$ 663
Fund Balance - Beginning	\$ 459,348		\$ 1,156,538	
Fund Balance - Ending	\$ 481,193		\$ 790,593	

Verano #3
Community Development District
Capital Projects Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2025

	Adopted Budget	Prorated Budget Thru 11/30/25	Actual Thru 11/30/25	Variance
<u>Revenues</u>				
Interest Income	\$ -	\$ -	\$ 226	\$ 226
Total Revenues	\$ -	\$ -	\$ 226	\$ 226
<u>Expenditures:</u>				
Capital Outlay - Pod 5 Master	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Pod 1	-	-	-	-
Capital Outlay - Pod 4	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 226	\$ 226
<u>Other Financing Sources/(Uses)</u>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ 1,826	\$ 1,826
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 1,826	\$ 1,826
Net Change in Fund Balance	\$ -	\$ -	\$ 2,052	\$ 2,052
Fund Balance - Beginning	\$ -		\$ 32,868	
Fund Balance - Ending	\$ -		\$ 34,919	

Verano #3
Community Development District
Capital Projects Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2025

	Adopted Budget	Prorated Budget Thru 11/30/25	Actual Thru 11/30/25	Variance
<u>Revenues</u>				
Interest Income	\$ -	\$ -	\$ 297	\$ 297
Total Revenues	\$ -	\$ -	\$ 297	\$ 297
<u>Expenditures:</u>				
Capital Outlay - Pod 6	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Pod 7	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 297	\$ 297
<u>Other Financing Sources/(Uses)</u>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ 4,696	\$ 4,696
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 4,696	\$ 4,696
Net Change in Fund Balance	\$ -	\$ -	\$ 4,993	\$ 4,993
Fund Balance - Beginning	\$ -		\$ 42,768	
Fund Balance - Ending	\$ -		\$ 47,761	

Verano #3
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 96,031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,031
Intergovernmental Transfer (1)	-	34,188	-	-	-	-	-	-	-	-	-	-	34,188
Interest Income	2,417	2,201	-	-	-	-	-	-	-	-	-	-	4,618
Amenity Revenue	540	-	-	-	-	-	-	-	-	-	-	-	540
Total Revenues	\$ 2,957	\$ 132,419	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,376
Expenditures:													
<i>General & Administrative:</i>													
Annual Audit	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	459	459	-	-	-	-	-	-	-	-	-	-	919
Trustee Fees	-	4,445	-	-	-	-	-	-	-	-	-	-	4,445
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Website Maintenance	69	69	-	-	-	-	-	-	-	-	-	-	138
Insurance General Liability	5,672	-	-	-	-	-	-	-	-	-	-	-	5,672
Other Current Charges	83	188	-	-	-	-	-	-	-	-	-	-	271
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 6,458	\$ 6,161	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,619
<i>Operations & Maintenance</i>													
Common Area Maintenance Expenditures													
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric Utility Services	8,535	8,435	-	-	-	-	-	-	-	-	-	-	16,970
Landscape Maintenance	26,744	26,744	-	-	-	-	-	-	-	-	-	-	53,488
Plant Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Pump Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control & Fertilization	-	-	-	-	-	-	-	-	-	-	-	-	-
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk/Road Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Sign Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Entry & Walls Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Decoration	-	3,200	-	-	-	-	-	-	-	-	-	-	3,200
Capital Outlay	22,120	8,700	-	-	-	-	-	-	-	-	-	-	30,820
Subtotal Field Expenditures	\$ 57,399	\$ 47,079	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,478

Verano #3
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Center/Park Maintenance													
Clubhouse/Restroom Building Maintenance	\$ 47	\$ 3,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,935
Common Area Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
A/C Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk/Parking lot repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Amenity Management	5,825	6,563	-	-	-	-	-	-	-	-	-	-	12,388
Lifestyle Management	1,921	2,152	-	-	-	-	-	-	-	-	-	-	4,072
Security Service	2,160	2,160	-	-	-	-	-	-	-	-	-	-	4,320
Property Insurance	54,392	-	-	-	-	-	-	-	-	-	-	-	54,392
Pool Maintenance Contracts	2,350	2,350	-	-	-	-	-	-	-	-	-	-	4,700
Pool repairs	843	-	-	-	-	-	-	-	-	-	-	-	843
Pool Permit	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape/Irrigation Maintenance	6,650	6,650	-	-	-	-	-	-	-	-	-	-	13,300
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
Plant Replacement	6,000	-	-	-	-	-	-	-	-	-	-	-	6,000
Irrigation Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control & Fertilization	-	-	-	-	-	-	-	-	-	-	-	-	-
Playground Maintenance (includes inspection)	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Utility Services	725	731	-	-	-	-	-	-	-	-	-	-	1,456
Electrical Utility Services	953	874	-	-	-	-	-	-	-	-	-	-	1,827
Janitorial Services/Supplies	8,933	8,933	-	-	-	-	-	-	-	-	-	-	17,866
Access Control (gates)	230	-	-	-	-	-	-	-	-	-	-	-	230
Security Cameras (monitoring)	1,050	500	-	-	-	-	-	-	-	-	-	-	1,550
Trash Collection	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Events	978	973	-	-	-	-	-	-	-	-	-	-	1,952
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Amenity Expenditures	\$ 93,056	\$ 35,774	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,829
Total Operations & Maintenance	\$ 150,455	\$ 82,853	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,307
Total Expenditures	\$ 156,913	\$ 89,014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,927
Excess (Deficiency) of Revenues over Expe	\$ (153,956)	\$ 43,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (110,550)
Net Change in Fund Balance	\$ (153,956)	\$ 43,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (110,550)

Verano #3
Community Development District
Long Term Debt Report

Series 2021, Special Assessment Bonds (Phase 1 Assessment Area)		
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)	
Current Bonds Outstanding	\$8,880,000	

Series 2022, Special Assessment Bonds (Phase 2 Assessment Area)		
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)	
Current Bonds Outstanding	\$8,650,000	

Verano #3
Community Development District
Capital Projects Fund Series 2021

1. Recap of Capital Project Fund Activity Through November 30, 2025

Opening Balance in Construction Account	\$9,198,510.84
Source of Funds:	
Interest Earned	\$30,833.57
Impact Fees	\$189,200.00
Sales Proceeds	\$289,300.00
Developer Funding	\$3,136,785.04
Interfund Transfer In/(Out)	\$39,962.76
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)
Adjusted Balance in Construction Account at November 30, 2025	\$34,919.27

2. Funds Available For Construction at November 30, 2025

Book Balance of Construction Fund November 30, 2025	\$34,919.27
Construction Funds available at November 30, 2025	\$34,919.27

3. Investments - US Bank

November 30, 2025	<u>Principal</u>
Construction Fund:	\$34,919.27
Contracts Payable	\$0.00
Balance at 11/30/2025	\$34,919.27

Verano #3

Community Development District Capital Projects Fund Series 2022

1. Recap of Capital Project Fund Activity Through November 30, 2025

Opening Balance in Construction Account	\$8,320,141.24
Source of Funds:	
Interest Earned	\$64,826.45
Interfund Transfer In/(Out)	\$90,226.50
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)
Adjusted Balance in Construction Account at November 30, 2025	\$47,761.12

2. Funds Available For Construction at November 30, 2025

Book Balance of Construction Fund November 30, 2025	\$47,761.12
Construction Funds available at November 30, 2025	\$47,761.12

3. Investments - US Bank

November 30, 2025 Principal
\$47,761.12
Construction Fund:

Verano #3

Community Development District
Summary Tax Collections
Fiscal Year Ending September 30, 2026

Date Received	Description	Gross Tax Received	Discounts/ (Penalties)	Commissions	Property Appraisal	Interest	Net Amount Received	General Fund	gross	GF POD G	PS87	PS95	
									net	Verano #5 \$192,230.09 \$176,851.68	Verano #3 \$1,332,855.44 \$1,226,227.00	Total \$2,865,662.21 \$2,636,409.23	
					2.00%			Master O&M					
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
TOTALS		\$218,080	\$8,763	\$4,186	\$0	\$0	\$205,130		\$14,109	\$96,031	\$58,379	\$36,611	\$205,130
					YTD collected %				12.38%	12.06%	18.66%	6.44%	11.95%
					YTD Gross collected				\$23,793	\$160,695	\$109,176	\$48,649	\$342,313
					YTD Outstanding				\$168,438	\$1,172,160	\$475,857	\$706,894	\$2,523,349