



**Verano #2**  
**Community Development District**

<http://www.Verano2cdd.com>

**Darren Weimer, Chairman**

**John Scott, Vice Chairman**

**Dave Yacoob, Assistant Secretary**

**Tom Cann, Assistant Secretary**

**Leon Magett, Assistant Secretary**

**January 15, 2026**

# Verano #2

## Community Development District

### Revised Meeting Agenda

Seat 2: Darren Weimer – (C.)	
Seat 1: John Scott – (V.C.)	
Seat 3: Dave Yacoob – (A.S.)	
Seat 4: Tom Cann – (A.S.)	
Seat 5: Leon Magett – (A.S.)	

Thursday  
January 15, 2026  
11:00 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 #2026-04** Adopting the Rules – **Page 13**
  - D. Motion to Close the Public Hearing
4. Ratification of
  - A. Retention and Fee Agreement with Kutak Rock, LLP – **Page 17**
  - B. Addendum to Lake Maintenance Agreement – Crosstown Commons with SOLitude Lake Management, LLC – **Page 22**
  - C. Addendum to Lake Maintenance Agreement with SOLitude Lake Management, LLC – **Page 27**
  - D. Holiday Lighting Installation Services Agreement with Holiday Seasonal Lights, LLC – **Page 33**
  - E. Purchase Order (Florida Exotic a Landscape Company Inc. – **Page 48**
  - F. Agreement for Pond Landscape Maintenance Services Agreement with P.H.L Land Care, Inc. – **Page 54**
  - G. Agreement for Pond Landscape Maintenance Services Agreement with Toler Enterprises, Inc. – **Page 65**
  - H. Agreement for Engineering Services Agreement – **Page 75**
5. Acceptance of Audit for Fiscal Year Ending in September 30, 2025 – **Page 93**
6. **Approval of CDD/HOA Agreement Regarding Parking Enforcement – Page 126**
7. Staff Reports
  - A. Attorney

B. Engineer – Engineering Agreement

C. Field Manager – Master Infrastructure

1) Proposal #3 on Lake Bank Remediation – **Page 132**

D. Field Manager – Crosstown Commons

1) Pool Pavers Repairs

a. Venice Commercial Services, LLC – **Page 133**

b. Pristine Pavers, LLC – **Page 134**

2) Hoover Pump Maintenance Agreement MA#7802 with Hoover Pumping Systems – **Page 135**

3) Mosquito Control Services with Clarke Environmental Mosquito Management, Inc. – **Page 139**

4) Drainage Repairs Tessilli with AECOM – **Page 149**

E. Manager

8. Financial Reports

A. Check Run Summary – **Page 161**

B. Acceptance of Unaudited Financials – **Page 167**

9. Supervisors Requests and Audience Comments

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.verano2cdd.com>*

**MINUTES OF MEETING  
VERANO #2  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Verano #2 Community Development District was held on Thursday, October 30, 2025, at 11:00 a.m. at 10291 S. W. Visconti Way, Port St. Lucie, Florida.

Present and constituting a quorum were:

Darren Weimer	Vice Chairman
John Scott	Assistant Secretary
David Yacoob	Assistant Secretary
Tom Cann	Assistant Secretary
Leon Magett	Assistant Secretary

Also present were:

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

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Approval of 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. Weimer seconded by Mr. Yacoob 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. Weimer seconded by Mr. Yacoob 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 giving a brief explanation of the subsequent items following Resolution #2026-02, the CDD/HOA Agreement for Parking Enforcement, Resolution #2026-03, authorizing Traffic Enforcement Agreement and also the Quit Claim Deed)*

Ms. Hinz Philippi then asked for any further questions or comments and upon hearing none, she asked for a motion to adopt resolution #2026-02 setting the public hearing on January 15, 2025 at 11:00 a.m. if the Board was in agreement.

On MOTION by Mr. Yacoob seconded by Mr. Caan with all in favor, Resolution #2026-02 setting the Public Hearing for Parking Rules on January 15, 2026 at 11:00 a.m. at 10291 SW Visconti Way, Port St. Lucie, Florida was approved.

Ms. Hinz Philippi stated they would table item 4B as discussed to the next meeting and work with the HOA and also appoint Mr. Magett as liaison on behalf of the District relating to the CDD/HOA parking enforcement agreement. She then asked for a motion from the Board to appoint Mr. Magett as liaison on behalf of the District.

On MOTION by Mr. Yacoob seconded by Mr. Caan with all in favor, appointing Mr. Leon Magett as liaison on behalf the District to work with District staff and the HOA on the parking enforcement agreement and tabling item 4B as discussed was approved.

## **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.

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

## **SIXTH ORDER OF BUSINESS**

### **Approval of Quit Claim Deed**

Ms. Hinz Philippi presented the approval of the quit claim deed 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.

On MOTION by Mr. Yacoob seconded by Mr. Scott with all in favor, accepting the Quit Claim Deed was approved.

## **SEVENTH 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. Yacoob seconded by Mr. Weimer 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.

## **EIGHTH ORDER OF BUSINESS**

### **Discussion of Landscape Proposals (Common Area)**

Ms. Hinz Philippi presented the discussion of landscape proposals for the common area and stated before they discuss this item she would like Mr. Ducci to give a brief overview of the current landscape vendor.

Mr. Ducci stated the existing vendor failed to meet their contractual obligations, and there was also lack of supervision and so the Verano Master Board had recently selected a new landscape company to start on December 1st. He then gave a brief explanation of the multi-month RFP process that took place and stated they also asked the new vendor to bid on the Verano CDD #1 and #2 portions of the maintenance relating to the lake banks. Mr. Ducci then stated his recommendation to the Board would be to move forward with PHL Land Care, Inc. for continuity of the lake banks.

Mr. Earlywine stated that essentially the current landscaper, United Land Services, did not perform their contractual obligations and if the Board wished to move forward with Mr. Ducci's recommendation they would need to terminate the current landscape vendor.

*(At this point there was a brief discussion among the Board members, District staff and Mr. Ducci relating to this item)*

On MOTION by Mr. Weimer seconded by Mr. Caan with all in favor, authorizing staff to terminate the current landscape company, United Land Services, with a 30-day notice and authorizing District Counsel to prepare the termination letter was approved.

Ms. Hinz Philippi presented the landscape proposals included in the agenda and gave a brief explanation stating that a comparative spreadsheet of those proposals was provided by Mr. Ducci which was also included in the agenda.

Mr. Ducci then gave a brief summary of the PHL Land Care proposal recommending the Board move forward with PHL Land Care at the same cost as the previous landscaper, United Land Services. Mr. Ducci then asked for any questions or comments from the Board.

*(At this point there was a brief discussion among the Board members, District staff and Mr. Ducci relating to this item)*

On MOTION by Mr. Caan seconded by Mr. Yacoob with all in favor, accepting the proposal from PHL Land Care, Inc, to provide landscape maintenance services for the lake banks was approved.

Mr. Ducci also stated that Verano #2 was now responsible for mowing the C-24 canal on the south side and stated he was recommending Toler Enterprises, Inc. to do only the maintenance of the C-24 canal south side for consistency purposes and then use PHL Land Care, Inc. for the lake banks.

*(At this point there was a discussion among the Board members, District staff and Mr. Ducci relating to this item)*

Ms. Hinz Philippi also asked for a motion to approve Toler Enterprises, Inc. as the landscape vendor to do the maintenance of the C-24 south side canal.

On MOTION by Mr. Scott seconded by Mr. Caan with all in favor, accepting the proposal from Toler Enterprises, Inc, to provide landscape mowing services for the C-24 south side canal was approved.

## NINTH ORDER OF BUSINESS

### Discussion of Quotes/Estimates/ Proposals on:

#### A. Estimate #6887 for Mulch with Florida Exotic Landscaping Irrigation

Ms. Hinz Philippi presented the discussion of quotes, estimates and proposals and asked Mr. Gulyamov to give a brief overview of the estimate for mulch with Florida Exotic Landscaping.

Mr. Gulyamov then gave a brief explanation of the estimate stating he had finally obtained a proposal from Florida Exotic Landscaping which was a \$50 difference from last year to this year to mulch the Crosstown Commons Verano #2 area in the amount of \$7,650 for all the common areas.

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

On MOTION by Mr. Yacoob seconded by Mr. Scott with all in favor, accepting Estimate #6887 in the amount of \$7,650 from Florida Exotic Landscaping Irrigation for mulching the common areas at Crosstown Commons for Verano #2 was approved.

#### B. Lounge Chairs Proposals

Mr. Gulyamov then gave a brief explanation on the two proposals he had received for the lounge chairs stating one proposal was way over priced at \$10,000 but, he found a much better company which was recommended by a resident who had worked for a hotel and had supplied lounge chairs for the hotel, and that quote was for \$4,103.41. Mr. Gulyamov also stated this particular company did not sell lounge chairs already assembled so they would have to be put together once delivered.

*(At this point there was a discussion among the Board members, District staff, and Mr. Gulyamov relating to this item)*

Ms. Hinz Philippi then asked for any further questions or comments, and upon hearing none she asked for a motion to approve the quote #36345409 from Restaurant Furniture Plus in the amount of \$4,103.41.

On MOTION by Mr. Yacoob seconded by Mr. Scott with all in favor, accepting Quote #36345409 in the amount of \$4,103.41 from Restaurant Furniture Plus to supply lounge chairs for Crosstown Commons at Verano #2 was approved.

**C. Proposal for Pool Pavers with Venice Commercial Services**

Mr. Gulyamov then gave a brief explanation on the proposals he had received for pool pavers repairs stating he obtained two proposals, one of them came back on the higher end at \$58,265 and the other from Venice Commercial Services which was much lower with the same specs at \$38,000.

*(At this point there was a discussion among the Board members, District staff, and Mr. Gulyamov relating to this item)(The Board agreed to table this item to the next meeting and requested Mr. Gulyamov to bring back some potential concrete proposals for the pool pavers)*

**D. Holiday Lights with Holiday Seasonal Lights**

Mr. Gulyamov then gave a brief explanation on the proposal for holiday lights stating the amount would be for \$2,800.

Ms. Hinz Philippi stated this would just be to light up the monuments at the front.

*(At this point there was a discussion among the Board members, District staff, and Mr. Gulyamov relating to this item)*

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

On MOTION by Mr. Yacoob seconded by Mr. Magett with all in favor, accepting the proposal for holiday lights in the amount of \$2,800 to supply holiday lights for the monuments for Crosstown Commons at Verano #2 was approved.

**E. New TV to Be Installed on Pool Deck Under the Lanai with Walmart**

Ms. Hinz Philippi stated this item was brought in as an idea by Mr. Yacoob, and asked Mr. Gulyamov how much the proposal was for.

Mr. Gulyamov then gave a brief explanation on the proposal for a TVs to be installed at the pool deck stating it was \$802.94 to purchase 2 swing arms brackets and 2 65" TVs and then they would get them installed in house.

*(At this point there was a discussion among the Board members, District staff, and Mr. Gulyamov relating to this item)*

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



On MOTION by Mr. Yacoob seconded by Mr. Magett with all in favor, authorizing staff to purchase two 65" TVs including swing arm brackets in an amount not to exceed of \$1,000 for Crosstown Commons at Verano #2 was approved.

## **TENTH ORDER OF BUSINESS**

### **Ratification of:**

#### **A. Quote #q15294 with Krauss & Crane Air Conditioning**

#### **B. Addendum to Auditor Engagement Letter**

Ms. Hinz Philippi presented the ratification of quote #q15294 with Krauss & Crane Air Conditioning and also the Addendum to the auditor's engagement letter which were included in the agenda stating these items were approved at a previous meeting and she was just bringing them back for ratification. She then asked for any questions or comments and upon hearing none, she asked for a motion to ratify.

On MOTION by Mr. Yacoob seconded by Mr. Weimer with all in favor, ratifying quote #q15294 with Krauss & Crane Air Conditioning and also the Addendum to the Auditor Engagement letter were 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 – Master Infrastructure**

Ms. Hinz Philippi stated in the interest of time constraints Mr. Ducci had already given his comments on Master infrastructure matter.

#### **D. Field Manager - Crosstown Commons**

##### **1) Memorandum with AECOM**

Mr. Gulyamov gave a brief explanation of this item stating there was an additional engineer's report needed.

Mr. Ulmer stated there is a problem with the easement drainage and according to the District's engineers report, the CDD is responsible for that and he would need to inspect the easements with the drainage issues, then he would be able to come back to the Board with a recommendation.

**E. 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. Scott seconded by Mr. Yacoob 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. Weimer seconded by Mr. Yacoob 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 at this time. There were none. She then asked for any audience comments, there were none at this time.

**FOURTEENTH ORDER OF BUSINESS      Adjournment**

Ms. Hinz Philippi asked if there was anything further to discuss, and upon not hearing any asked for a motion to adjourn the meeting.

On MOTION by Mr. Magett seconded by Mr. Caan with all in favor, the Meeting was adjourned.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANO 2  
COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO  
PARKING AND PARKING ENFORCEMENT; PROVIDING A SEVERABILITY  
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Verano 2 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 2 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 2 COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**Exhibit A:** Rule Relating to Parking Enforcement

## **EXHIBIT A**

### **VERANO 2 COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO PARKING ENFORCEMENT**

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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 2 Community Development District ("District") adopted the following rule to govern parking enforcement on certain District property.

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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



## RETENTION AND FEE AGREEMENT

### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

A. Verano 2 CDD (“**Client**”)  
c/o Governmental Management Services  
5385 N. Nob Hill Road  
Sunrise, FL 33351

and

B. Kutak Rock LLP (“**Kutak Rock**”)  
107 West College Avenue  
Tallahassee, Florida 32301

### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors

### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File at Client’s expense.

#### IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere L. Earlywine	\$360
Associates	\$265-\$305
Contract Attorney	\$260-285
Paralegals	\$185-220

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour per year.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

#### V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

## **XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**VERANO 2 CDD**

Signed by:  
By: Darren Weimer  
3F30356638964E3...

Date: 2025-09-09

**KUTAK ROCK LLP**

By: Jere L. Earlywine  
Jere L. Earlywine

Date: August 13, 2025

## **ATTACHMENT A**

### **KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY**

The following is Kutak Rock's standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

**ADDENDUM TO LAKE MAINTENANCE AGREEMENT – CROSTOWN COMMONS**

**THIS ADDENDUM TO LAKE MAINTENANCE AGREEMENT (“Addendum”)** is made to be effective as of November 1, 2025, and is by and between:

**VERANO #2 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 #2 Community Development District and Solitude Lake Management, LLC for Lake Maintenance Services – Crosstown Commons*, dated November 30, 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 November 1, 2025 and through October 31, 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 #2 COMMUNITY DEVELOPMENT DISTRICT**

Signed by:  
By: Darren Weimer  
Its: Secretary



## EXHIBIT A:

### SCHEDULE A – SCOPE OF SERVICES

**A SOLitude Aquatic Specialist will visit the site and inspect the lakes one (1) time 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 on a **one (1) time per month** basis.
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: \$17,676.00

Invoice Amount: \$1,473.00

Invoice Frequency: Monthly



## ADDENDUM TO LAKE MAINTENANCE AGREEMENT

**THIS ADDENDUM TO LAKE MAINTENANCE AGREEMENT (“Addendum”)** is made to be effective as of November 1, 2025, and is by and between:

**VERANO #2 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 #2 Community Development District and Solitude Lake Management, LLC for Lake Maintenance Services – Crosstown Commons*, dated October 20, 2022 (“**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 December 1, 2025 and through November 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 #2 COMMUNITY DEVELOPMENT DISTRICT**

Signed by:  
By: Darren Weimer  
Its: Secretary

## EXHIBIT A:

**A SOLitude Aquatic Specialist will visit the site and inspect the lakes four (4) times 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.

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: **\$66,324.00**

Invoice Amount: **\$5,527.00**

Invoice Frequency: **Monthly**





## HOLIDAY LIGHTING INSTALLATION SERVICES AGREEMENT

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

**VERANO 2 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 Two Thousand Eight Hundred Dollars (\$2,800.00) 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:

<b>A. If to District:</b>	Verano 2 Community Development District 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
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<b>With a copy to:</b>	Kutak Rock LLP
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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](mailto: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.

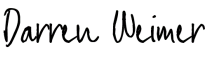
**SECTION 29. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to 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.

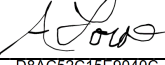
[CONTINUED ON FOLLOWING PAGE]

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

**VERANO 2 COMMUNITY  
DEVELOPMENT DISTRICT**

Signed by:  
  
3F30356638964E3...  
Chairperson, Board of Supervisors

**HOLIDAY SEASONAL LIGHTS LLC**

Signed by:  
  
D8AC52C15E9040C...  
By: Anthony Law  
Its: Owner

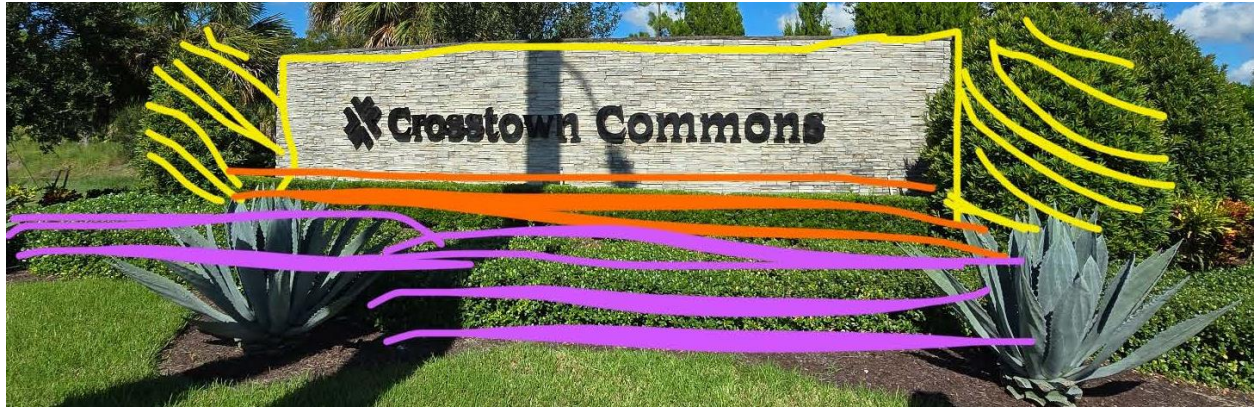
**Exhibit A: Scope of Services**

**Exhibit A**



- Outline the perimeter of the monument sign in C9 warm white 12” spacing white wire.
  - Wrap the bush on the left and right of the monument in 5mm coaxial warm white 70L green wire.
  - Wrap the bush directly in front of the monument sign in 5mm coaxial warm white 70L green wire.
  - Wrap the bush in front of the other 3 bushes and sign 5mm coaxial warm white 70L green wire.
-





- Wrap each of the circled light posts in red ribbon.
- Add one large red bow to each light post near the top

## Certificate Of Completion

Envelope Id: 36FF4DCB-3B23-4E86-93B7-BCC638BE5E47

Status: Completed

Subject: Verano #2: Complete with Docusign: Holiday Lighting Installation Agreement (Holiday Seasonal Lights)

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ellen Acosta

AutoNav: Enabled

1001 Bradford Way

Envelopeld Stamping: Enabled

Kingston, TN 37763

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

eacosta@gmssf.com

IP Address: 162.199.192.217

## Record Tracking

Status: Original

Holder: Ellen Acosta

Location: DocuSign

11/12/2025 2:03:23 PM

eacosta@gmssf.com

## Signer Events

### Signature

### Timestamp

Andressa Hinz Philippi

**Completed**

Sent: 11/12/2025 2:06:15 PM

AHPhilippi@gmssf.com

Viewed: 11/12/2025 6:14:26 PM

Assistant Secretary

Signed: 11/12/2025 6:14:36 PM

Security Level: Email, Account Authentication (None)

Using IP Address:

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

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Anthony Law

Signed by:  
  
D8AC52C15E9040C...

Sent: 11/12/2025 2:06:16 PM

anthony@holidayseasonallights.com

Viewed: 11/13/2025 4:41:14 AM

Owner

Signed: 11/13/2025 4:42:30 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Drawn on Device

Using IP Address:

2600:1006:b200:f968:e90a:39a6:373b:3cb

Signed using mobile

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Darren Weimer

Signed by:  
  
3F30356638964E3...

Sent: 11/12/2025 2:06:15 PM

dweimer@kolter.com

Viewed: 11/12/2025 4:56:08 PM

Secretary

Signed: 11/12/2025 4:56:19 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address:

2601:58b:4b81:2cc0:c5e4:5cf3:a4cc:5c71

### 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 2:06:16 PM
Certified Delivered	Security Checked	11/12/2025 4:56:08 PM
Signing Complete	Security Checked	11/12/2025 4:56:19 PM
Completed	Security Checked	11/13/2025 4:42:30 AM
Payment Events	Status	Timestamps

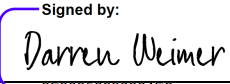
**PURCHASE ORDER**  
**[Florida Exotic a Landscape Company, Inc.]**

1. Verano 2 Community Development District State of Florida sales tax exemption certificate number: 858013622273SC-5

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items supplied by Seller listed in the Seller’s proposal attached as **Exhibit A (“Goods”)**.

**Price** – \$7,650.00

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Signed by:  
  
3F30356638964E3...  
Owner

By: VERANO 2 CDD

Signed by:  
  
7E47BCF052DF4DD...  
Seller

By: FLORIDA EXOTIC A LANDSCAPE  
COMPANY INC.

Name: Darren Weimer  
Title:  
Secretary  
Date Executed: 2026-01-08

Name: Laura Halt  
Title:  
Office Assistant  
Date Executed: 2026-01-08

**EXHIBIT A:** Proposal and Warranty  
**EXHIBIT B:** Terms and Conditions

**PURCHASE ORDER**  
**VERANO 2 COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Verano 2 Community Development District	Seller:	Florida Exotic a Landscape Company, Inc.
Address:	c/o 5385 N/ Nob Hill Road Sunrise, Florida 33351	Address:	4016 SW Moore Street Palm City, Florida 34990
Phone:	(954) 721-8681	Phone:	(772) 286-2924

"Project"			
Project Name:	Verano 2	Contract Date:	December 30 <sup>th</sup> ,2025
Project Address:	9351 Ligorio Way Port St. Lucie, Florida		

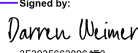
**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.  
**Schedule** – The Goods shall be delivered within 15 days from the date of this Order.  
**Price** – \$7,650.00

Certificate of Exemption # 858013622273SC-5

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**VERANO 2 COMMUNITY DEVELOPMENT DISTRICT**

Owner

By: Signed by:  
  
Name: Darren Weimer

Title: Secretary

Date Executed: 2026-01-08

**FLORIDA EXOTIC A LANDSCAPE COMPANY, INC.**

Seller

By: Signed by:  
  
Name: Laura Halt

Title: Office Assistant

Date Executed: 2026-01-08

EXHIBIT A  
VENDOR'S PROPOSAL



**FLORIDA**  
*Exotic*  
Landscaping  
Irrigation

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	6887

NAME / ADDRESS
Verano #2 CDD

PROJECT

DESCRIPTION	QUANTITY	RATE	TOTAL
Crosstown Brown Mulch per pallet installed	18	425.00	7,650.00
		<b>Total</b>	<b>\$7,650.00</b>

EXHIBIT B  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.



CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the Verano 2 Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to a Purchase Order from Florida Exotic a Landscape Company, Inc. will be incorporated into or become a part of a public facility as part of a public works contract for the construction of public infrastructure associated with the project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A- 1.094, *Florida Administrative Code*:

***You must initial each of the following requirements.***

- \_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchaser's Name (Print or Type)

\_\_\_\_\_  
Date

Federal Employer Identification Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**AGREEMENT FOR  
POND LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT ("Agreement")** is made, and entered into, by and between:

**VERANO 2 COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 5385 N Nob Hill Road, Sunrise FL 33351 ("**District**"), and

**P.H.L. LAND CARE, INC.**, a Florida Corporation, with a principal address of 13300A Okeechobee Rd, Fort Pierce, Florida 34945 mail: PO Box 13767 FT Pierce, FL 34979 ("**Contractor**").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

**WHEREAS**, the District owns, operates and maintains landscaping areas in and around lakes and ponds ("**Landscape Areas**"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide pond landscape maintenance services for the Landscape Areas, as outlined in **Exhibit A** ("**Services**"); and

**WHEREAS**, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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

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

**2. SERVICES.** The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Landscape Areas are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right

to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

*Additional Work.* The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**3. TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

**4. COMPENSATION; PAYMENT.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5<sup>th</sup>) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**6. COMPLIANCE WITH LAW.** In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

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

**8. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally

specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

**9. ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Landscape Areas or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

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

**11. TERMINATION.** The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

**12. INSURANCE.** Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**13. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages,

penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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

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

**16. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

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

**18. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices

shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

**20. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**21. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O GOVERNMENTAL MANAGEMENT SERVICES, 5385 N NOB HILL RD, SUNRISE FLORIDA, 33351**

**23. 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.

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

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

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

**27. SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**28. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)©, *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**29. CONFLICTS.** In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

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

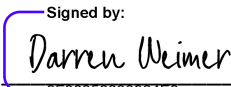
**31. E-SIGNATURE; COUNTERPARTS.** This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

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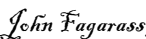


IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

VERANO 2 COMMUNITY  
DEVELOPMENT DISTRICT

Signed by:  
  
By: Darren Weimer  
Its: Secretary  
Date: 2026-01-08

P.H.L. LAND CARE INC

  
By: John Fagarass  
Its: CEO  
Date: 11/21/25

- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

**EXHIBIT A: PROPOSAL**

**LANDSCAPE MAINTENANCE PROGRAM**

**I. Turf Grass Mowing**

- a. Mowing schedule based on climate and turf type.
- b. Mowing height to be adjusted based on turf type.
- c. Cuts postponed because of weather to be made up as soon as possible.
- d. Areas too small to mow will be completed with a string trimmer.
- e. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.

*Exhibit A: Scope of Services Times Per Year*

Mowing	26
Line Trimmer/Blowing	26

**Common Area**  
**CDD#2 Lake Banks**

**\$6097 Per Month**

**CDD 2 Service Area**



**EXHIBIT B: CERTIFICATE OF INSURANCE**

**AGREEMENT FOR  
POND LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT (“Agreement”)** is made, and entered into, by and between:

**VERANO 2 COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 5385 N Nob Hill Road, Sunrise FL 33351 (“**District**”), and

**TOLER ENTERPRISES, INC.**, a Florida Corporation, with a principal address of 16101 SW Kanner HWY, Indiantown, Florida 34956 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

**WHEREAS**, the District owns, operates and maintains landscaping areas in and around lakes and ponds (“**Landscape Areas**”); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide pond landscape maintenance services for the Landscape Areas, as outlined in **Exhibit A** (“**Services**”); and

**WHEREAS**, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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

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

**2. SERVICES.** The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Landscape Areas are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right

to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

*Additional Work.* The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**3. TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

**4. COMPENSATION; PAYMENT.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5<sup>th</sup>) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**6. COMPLIANCE WITH LAW.** In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

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

**8. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally

specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

**9. ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Landscape Areas or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

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

**11. TERMINATION.** The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

**12. INSURANCE.** Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**13. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages,

penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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

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

**16. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

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

**18. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices



shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

**20. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**21. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O GOVERNMENTAL MANAGEMENT SERVICES, 5385 N NOB HILL RD, SUNRISE FLORIDA, 33351**

**23. 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.

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

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

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

**27. SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**28. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)©, *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**29. CONFLICTS.** In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

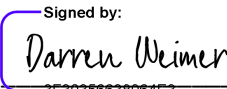
**30. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement

**31. E-SIGNATURE; COUNTERPARTS.** This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

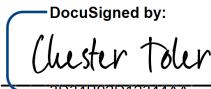
[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

VERANO 2 COMMUNITY  
DEVELOPMENT DISTRICT

Signed by:  
  
By: Darren Weimer  
Its: Secretary  
Date: 2026-01-08

TOLER ENTERPRISES, INC.

DocuSigned by:  
  
By: Chester Toler  
Its: President  
Date: 2026-01-08

- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

**EXHIBIT A: PROPOSAL**

**Our quote to do mowing services for the South side of C-24 from Crosstown Commons to FPL utility lines is:**

**Bi-Monthly- \$1250**

**EXHIBIT B: CERTIFICATE OF INSURANCE**

## AGREEMENT FOR ENGINEERING SERVICES

**THIS AGREEMENT (“Agreement”)** is made and entered into this 3rd day of December, 2025, by and between:

**Verano 2 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 22<sup>nd</sup> 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 being 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 2 COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:  
*Andressa Heinz Philipp*  
87D36659F55A4C5...

Secretary

Signed by:  
*Darren Weimer*  
3F30356638964E3...

Chairman, Board of Supervisors

**MILLS, SHORT & ASSOCIATES, LLC**

Witness

Signed by:  
*Brandon Ulmer*  
4A5DF45413F1462...

By: Brandon Ulmer

Its: Partner

**EXHIBIT A**

**HOURLY FEE SCHEDULE**

\_\_\_\_\_, 2025

Verano 2 Community Development District  
City of Port St. Lucie, Florida

Subject: **Work Authorization Number 1**  
**Verano 2 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 2 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 2 COMMUNITY DEVELOPMENT DISTRICT**

**MILLS, SHORT & ASSOCIATES, LLC**

By: \_\_\_\_\_  
Authorized Representative

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

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

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

## Terms and Conditions for Professional Engineering Services

### 1. DEFINITIONS

“Client” shall mean the person, firm, or corporation identified in the Mills, Short & Associates Proposal for whom Services are to be performed.

“MSA” shall mean Mills, Short & Associates, LLC., Florida Limited Liability Company.

“Client Order” shall mean the purchase order, request, authorization, or other notification, and any addition or modification thereto, whereby Client indicates its desire that MSA furnish Services.

“MSA Proposal” shall mean the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein MSA offers to furnish Services.

“Services” shall mean the Services of MSA personnel described in the MSA Proposal or Client Order and any other Services as may be added to or performed in connection with this Agreement.

“Agreement” shall mean these Terms and Conditions and the MSA Proposal, and shall include, only to the extent consistent with the MSA Proposal and these Terms and Conditions, the provisions of the Client Order. In the event of a conflict between any terms and conditions deemed to be part of the Agreement and these Terms and Conditions, these Terms and Conditions shall govern.

### 2. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting, and related Services performed or furnished by MSA and its employees under this Agreement will be the care and skill ordinarily used by members of MSA’s profession practicing under the same or similar circumstances at the same time and in the same locality. MSA makes no warranties, express or implied, in connection with the Services, including any warranties of merchantability of fitness for a particular purpose.

### 3. INSURANCE

MSA agrees to procure and maintain, at its expense, Workers’ Compensation insurance as required by statute; Employer’s Liability of \$500,000; Automobile Liability insurance of \$500,000 combined single limit from bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and professional Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of Services under this Agreement caused by negligent acts, errors, or omissions for which MSA is legally liable. Upon request, Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Client.

### 4. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable material or equipment cost, or probable construction cost, provided by MSA, are made on the basis of information available to MSA, and represents its judgment as an experienced and qualified professional engineer. However, since MSA has no control over the cost of labor, materials, equipment or

services furnished by others, or over competitive bidding or market conditions, MSA does not guarantee that proposals, bids or actual equipment, materials, or construction cost will not vary from opinions of probable cost MSA prepares.

### 5. CONSTRUCTION PROCEDURES

MSA’s observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. MSA shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work, and shall not manage, supervise, control or have charge of construction. MSA shall not be responsible for the acts or omissions of the contractor or other parties on the project.

### 6. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Florida.

### 7. OWNER RESPONSIBILITIES

Without limiting any express or implied obligations of Client under applicable law, Client shall: (1) provide MSA, in writing, all information relating to Client’s requirements for the project; (2) correctly identify to MSA the location of subsurface structures, such as pipes, tanks, cables, and utilities; (3) notify MSA of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give MSA prompt written notice of any suspected deficiency in the Services; (5) with reasonable promptness, provide required approvals and decisions; and (6) furnish or cause to be furnished to MSA full, unrestricted and legal access to, and use of, the site and all necessary rights of way and easements, in order to perform the Services. Client agrees to bear full responsibility for the accuracy and completeness of all documents, information, or services supplied by Client. Client acknowledges that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

### 8. SUCCESSORS AND ASSIGNS

Client and MSA, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Client nor MSA will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 9. DOCUMENTS AND INTELLECTUAL PROPERTY

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by MSA pursuant to this Agreement, are instruments of service with respect

to the project. MSA retains ownership of all such documents. Client may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by MSA for the specific purpose intended with be at Client's sole risk and without liability or legal exposure to MSA, and Client will defend, indemnify and hold harmless MSA from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle MSA to further compensation at rates to be agreed upon by Client and MSA.

#### **10. TERMINATION OF AGREEMENT**

Client or MSA, after having afforded the other party a reasonable opportunity to cure, may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all Services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for cancellation charges and other termination settlement costs MSA incurs as a result of commitments that had become firm before termination, and for a reasonable profit for Services performed.

#### **11. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### **12. INVOICES**

MSA will submit monthly invoices for Services rendered and Client will make prompt payments in response to MSA's Invoice.

MSA will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Client's auditors upon request.

If Client disputes any items in MSA's invoice for any reason, including the lack of supporting documentation, Client may temporarily delete the disputed item but shall pay all undisputed items appearing in the invoice. Client will promptly notify MSA of the dispute and request clarification and/or correction. After any dispute has been settled, MSA will include the disputed item on a subsequent, regularly-scheduled invoice or on a special invoice for the disputed item only.

Client recognizes that late payment of invoices results in extra expenses for MSA. MSA retains the right to assess Client interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of MSA's invoices are not paid when due, MSA also reserves the right to suspend the performance of its Services under this Agreement until all past due amounts have been paid in full.

#### **13. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of Services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. As the project progresses, the facts developed may dictate a change in the Services to be performed, which may alter the scope. MSA will inform Client of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional Services, or suspension of Services result in an increase or decrease in the cost of or time required for performance of the Services, and equitable adjustment shall be made, and the Agreement modified accordingly.

#### **14. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between MSA and Client, and supersedes all prior written or oral understanding. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### **15. NO CONSEQUENTIAL DAMAGES**

To the fullest extent permitted by law, neither Client nor MSA shall be liable, whether liability arises from negligence, breach of contract, breach of warranty, indemnity, or any other theory of recovery, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (Actual or Anticipated) loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and MSA hereby releases Client and Client hereby releases MSA from any such liability.

#### **16. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the total liability of MSA, its subconsultants, and its employees to client for any loss or damage arising out of the performance of services under this agreement, including, without limitation, loss or damage arising from negligence, breach of contract, breach of warranty, indemnity, or any other theory of recovery, shall not exceed the total charges for services performed under this agreement, and client hereby releases MSA, its subconsultants, and its employees from any liability above such amount.

#### **17. LITIGATION SUPPORT**

In the event MSA is required to respond to a subpoena, government inquiry or other legal process related to the Services in connection with a legal or dispute resolution proceeding to which MSA is not a party, Client shall reimburse MSA for reasonable costs in responding and compensate MSA at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearing, and trial.

#### **18. SURVIVAL**

The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including, but not limited to, any expressed limitations of, or releases from, liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.

## **MILLS, SHORT & ASSOCIATES, LLC SCHEDULE OF FEES AND CHARGES**

## JANUARY 1, 2025

The following describes the basis for compensation for services to be performed by Mills, Short & Associates during the calendar year. This Schedule of Fees and Charges may be revised annually on January 1 of each subsequent year to reflect merit and economic salary and expense increases, and changes in the expected level and mode of operations for the new year.

### PERSONNEL CHARGES:

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the *Standard Hourly Rate* set forth below for the *Responsibility Level* indicated.

#### Standard Hourly Rates:

Responsibility Level	Standard Hourly Rate
Principal	\$300
Structural Engineer	\$250
Civil Engineer	\$150
Design Technician	\$100
Land Planner	\$175
Landscape Architect	\$175
Clerical	\$50
Inspector	\$100
Construction Administrator	\$100

#### Travel Time:

A maximum of eight (8) hours of travel time per day per employee will be charged for travel.

#### Litigation Support:

When MSA staff appear as expert witnesses at court trials, arbitration hearings, mediation and depositions (including standby time when requested by client and/or client's attorney), their time will be invoiced at \$250/hour with a minimum of four (4) hours.

Time spent by personnel preparing for such trials, hearings, and depositions, will be charged at the *Standard Hourly Rate*.

### SUBCONTRACTORS AND EXPENSES:

#### Subcontractors:

The cost of expenses incurred and services subcontracted by MSA to others, including but not limited to; surveyors, geotechnical engineers, material testing laboratory analyses, traffic engineering, and consultants will be invoiced at cost.

#### Document Reprographic Services:

Reproductive efforts normally expected during the course of engineering will be billed at the following rates:

< 11"x17":

B&W Photocopy	\$0.08/copy
Color Photocopy	\$1.00/copy

11"x17":

B&W Photocopy	\$0.15/copy
Color Photocopy	\$1.00/copy

≤ 24"x36":

B&W Photocopy	\$1.25/copy
Color Photocopy	\$2.00/copy

#### Vehicles and Mileage:

The mileage charged for personal and MSA owned vehicles used on project assignments will be the current mileage rate established by the Internal Revenue Service for tax purposes.

#### Procurement and Contract Administration Fee:

A procurement and administrative fee of 10% will be invoiced on all costs identified in *Subcontractors and Expenses*.



**VERANO #2  
COMMUNITY DEVELOPMENT DISTRICT  
CITY OF PORT ST. LUCIE, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2025**

**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT  
CITY OF PORT ST. LUCIE, FLORIDA**

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Verano #2 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 #2 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.

December 4, 2025

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Verano #2 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 liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$6,017,713).
- The change in the District's total net position in comparison with the prior fiscal year was \$386,781, an increase. 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 \$13,671,769, an increase of \$4,656,740, in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items and deposits, restricted for debt service and capital projects, 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. 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 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, liabilities exceeded assets 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	\$ 13,677,044	\$ 9,026,457
Capital assets, net of depreciation	18,358,090	18,089,347
Total assets	32,035,134	27,115,804
Current liabilities	752,943	662,982
Long-term liabilities	37,299,904	32,857,316
Total liabilities	38,052,847	33,520,298
Net position		
Net investment in capital assets	(18,941,814)	(14,767,969)
Restricted	12,184,745	7,795,979
Unrestricted	739,356	567,496
Total net position	\$ (6,017,713)	\$ (6,404,494)

## 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 increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

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	\$ 2,757,177	\$ 2,035,778
Operating grants and contributions	150,866	121,020
Capital grants and contributions	454,200	198,318
General revenues	33,465	24,314
Total revenues	3,395,708	2,379,430
Expenses:		
General government	64,069	38,589
Maintenance and operations	765,452	737,062
Recreation	126,890	135,090
Interest	1,764,516	1,231,839
Bond issue cost	288,000	397,810
Total expenses	3,008,927	2,540,390
Change in net position	386,781	(160,960)
Net position - beginning	(6,404,494)	(6,243,534)
Net position - ending	\$ (6,017,713)	\$ (6,404,494)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was \$3,008,927. The costs of the District's activities are primarily funded by program revenues. Program revenues were comprised primarily of assessments and interest revenue. In total, expenses increased over the prior year primarily as a result of an increase in interest expense.

## 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 \$20,212,887 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$1,854,797 has been taken, which resulted in a net book value of \$18,358,090. 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 \$37,120,000 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

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

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Verano #2 Community Development District's Finance Department at 5385 N. Nob Hill Road, Sunrise, Florida, 33351.



**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT  
CITY OF PORT ST. LUCIE, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2025**

	Governmental Activities
ASSETS	
Cash	\$ 260,952
Accounts receivable	2,553
Assessments receivable	270,503
Prepaid items and deposits	2,211
Restricted assets:	
Investments	13,140,825
Capital assets	
Nondepreciable	4,690,611
Depreciable, net	13,667,479
Total assets	<u>32,035,134</u>
LIABILITIES	
Accounts payable	5,275
Accrued interest payable	747,668
Non-current liabilities:	
Due within one year	760,000
Due in more than one year	36,539,904
Total liabilities	<u>38,052,847</u>
NET POSITION	
Net investment in capital assets	(18,941,814)
Restricted for debt service	2,880,797
Restricted for capital projects	9,303,948
Unrestricted	739,356
Total net position	<u>\$ (6,017,713)</u>

See notes to the financial statements

**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT  
CITY OF PORT ST. LUCIE, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for	Operating	Capital	
Functions/Programs	Expenses	Services	Grants and Contributions	Grants and Contributions	Governmental Activities
<hr/>					
Primary government:					
Governmental activities:					
General government	\$ 64,069	\$ 64,069	\$ -	\$ -	\$ -
Maintenance and operations	765,452	394,116	-	454,200	82,864
Recreation	126,890	-	-	-	(126,890)
Interest on long-term debt	1,764,516	2,298,992	150,866	-	685,342
Bond issuance costs	288,000	-	-	-	(288,000)
Total governmental activities	<u>3,008,927</u>	<u>2,757,177</u>	<u>150,866</u>	<u>454,200</u>	<u>353,316</u>
<hr/>					
		General revenues:			
		Unrestricted investment earnings			33,465
		Total general revenues			<u>33,465</u>
<hr/>					
		Change in net position			386,781
		Net position - beginning			<u>(6,404,494)</u>
		Net position - ending			<u>\$ (6,017,713)</u>

See notes to the financial statements

**VERANO #2 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	
<b>ASSETS</b>				
Cash	\$ 260,952	\$ -	\$ -	\$ 260,952
Investments	478,915	3,357,962	9,303,948	13,140,825
Assessments receivable	-	270,503	-	270,503
Accounts receivable	2,553	-	-	2,553
Prepaid items and deposits	2,211	-	-	2,211
<b>Total assets</b>	<b>\$ 744,631</b>	<b>\$ 3,628,465</b>	<b>\$ 9,303,948</b>	<b>\$ 13,677,044</b>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 5,275	\$ -	\$ -	\$ 5,275
<b>Total liabilities</b>	<b>5,275</b>	<b>-</b>	<b>-</b>	<b>5,275</b>
<b>Fund balances:</b>				
<b>Nonspendable:</b>				
Prepaid items and deposits	2,211	-	-	2,211
<b>Restricted for:</b>				
Debt service	-	3,628,465	-	3,628,465
Capital projects	-	-	9,303,948	9,303,948
<b>Unassigned</b>				
General fund	737,145	-	-	737,145
<b>Total fund balances</b>	<b>739,356</b>	<b>3,628,465</b>	<b>9,303,948</b>	<b>13,671,769</b>
<b>Total liabilities and fund balances</b>	<b>\$ 744,631</b>	<b>\$ 3,628,465</b>	<b>\$ 9,303,948</b>	<b>\$ 13,677,044</b>

See notes to the financial statements

**VERANO #2 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	\$	13,671,769
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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	20,212,887		
Accumulated depreciation	<u>(1,854,797)</u>		18,358,090

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	(747,668)		
Bonds payable	<u>(37,299,904)</u>		<u>(38,047,572)</u>
Net position of governmental activities		<u>\$</u>	<u>(6,017,713)</u>

See notes to the financial statements

**VERANO #2 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 Project	
<b>REVENUES</b>				
Assessments	\$ 458,185	\$ 2,298,992	\$ -	\$ 2,757,177
Developer contribution	-	-	58,431	58,431
Interest	33,465	150,866	395,769	580,100
Total revenues	491,650	2,449,858	454,200	3,395,708
<b>EXPENDITURES</b>				
Current:				
General government	48,163	15,906	-	64,069
Maintenance and operations	165,974	-	-	165,974
Recreation	105,653	-	-	105,653
Debt service:				
Principal	-	655,000	-	655,000
Interest	-	1,675,814	-	1,675,814
Bond issue costs	-	-	288,000	288,000
Capital outlay	-	-	889,458	889,458
Total expenditures	319,790	2,346,720	1,177,458	3,843,968
Excess (deficiency) of revenues over (under) expenditures	171,860	103,138	(723,258)	(448,260)
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund transfers in / (out)	-	(49,897)	49,897	-
Bond proceeds	-	617,722	4,487,278	5,105,000
Total other financing sources (uses)	-	567,825	4,537,175	5,105,000
Net change in fund balances	171,860	670,963	3,813,917	4,656,740
Fund balances - beginning	567,496	2,957,502	5,490,031	9,015,029
Fund balances - ending	\$ 739,356	\$ 3,628,465	\$ 9,303,948	\$ 13,671,769

See notes to the financial statements

**VERANO #2 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	\$ 4,656,740
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.	889,458
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(5,105,000)
Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.	(620,715)
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.	655,000
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.	7,412
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.	(96,114)
Change in net position of governmental activities	<u>\$ 386,781</u>

See notes to the financial statements

**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT  
CITY OF PORT ST. LUCIE, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Verano #2 Community Development District ("the District") (formerly Montage Reserve #2 Community Development District prior to a name change on February 13, 2006) was created on April 25, 2005 pursuant to Ordinance No. 05-19 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 and registered voters within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. Verano Development LLC ("Developer"), which is indirectly owned by Kolter Homes LLC ("Kolter"), owns a majority of the land within the District. At September 30, 2025, one of the Board members is affiliated with Kolter.

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.

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>
Infrastructure - roadway	25
Stormwater	25
Streetlighting landscaping	25
Amenities	25

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

### Unearned Revenue

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

### 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.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

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

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

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

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

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

### **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.

### 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	\$ 2,192,427	S&P AAAM	Weighted average of the fund portfolio: 45 days
US Bank GCTS 0490	10,469,483	N/A	N/A
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	478,915	S&P AAAM	Weighted average of the fund portfolio: 47 days
	<u>\$ 13,140,825</u>		

*Custodial credit risk* – For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk.

The U.S. Treasury investment is held by the trustee or agent but not in the District's name.

*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.

## NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

### Investments (Continued)

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.

*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	\$ -	\$ 49,897
Capital projects	49,897	-
Total	<u>\$ 49,897</u>	<u>\$ 49,897</u>

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	\$ 3,897,425	\$ 793,186	\$ -	\$ 4,690,611
Total capital assets, not being depreciated	3,897,425	793,186	-	4,690,611
Capital assets, being depreciated				
Infrastructure - roadway	1,678,045	4,438	-	1,682,483
Stormwater	12,554,294	91,834	-	12,646,128
Streetlighting landscaping	662,726	-	-	662,726
Amenities	530,939	-	-	530,939
Total capital assets, being depreciated	15,426,004	96,272	-	15,522,276
Less accumulated depreciation for:				
Infrastructure - roadway	134,244	67,122	-	201,366
Stormwater	1,004,344	505,847	-	1,510,191
Streetlighting landscaping	53,018	26,509	-	79,527
Amenities	42,476	21,237	-	63,713
Total accumulated depreciation	1,234,082	620,715	-	1,854,797
Total capital assets, being depreciated, net	14,191,922	(524,443)	-	13,667,479
Governmental activities capital assets	\$ 18,089,347	\$ 268,743	\$ -	\$ 18,358,090

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$47.5 million and will be developed in phases. The infrastructure will include roadways, stormwater management system, water/sewer facilities, and other improvements. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Certain improvements will be conveyed to other entities upon completion of the project. During the current fiscal year the paid the Developer \$831,027 for the acquisition of infrastructure improvements that were valued at \$889,458, recognizing a Developer contribution in the amount of \$58,431 which was recorded in the capital projects fund.

Depreciation expense was charged to programs as follows:

Maintenance and operations	\$ 599,478
Recreation	21,237
Total depreciation expense	<u>\$ 620,715</u>

## NOTE 7 – LONG TERM LIABILITIES

### Series 2017

On December 21, 2017 the District issued \$5,350,000 of Special Assessment Bonds Series 2017 Pod A, \$4,220,000 of Special Assessment Bonds Series 2017 Pod B, \$6,400,000 of Special Assessment Bonds Series 2017 Pod C, consisting of multiple Term Bonds with maturity dates from November 1, 2023 to November 1, 2048 and fixed interest rates ranging from 3.625% to 5.125%. 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, 2019 through November 1, 2048.

The Series 2017 Bonds (Pod A, B and C) 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 2017 (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 2020**

On March 12, 2020, the District issued \$3,765,000 of Special Assessment Bonds Series 2020 Pod C, \$4,955,000 of Special Assessment Bonds Series 2020 Pod D, \$3,735,000 of Special Assessment Bonds Series 2020 Pod E, consisting of multiple Term Bonds with maturity dates from May 1, 2025 to May 1, 2050, and fixed interest rates ranging from 2.875% 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, 2021 through May 1, 2050.

The Series 2020 Bonds (Pod C, D and E) 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. The District was in compliance with the requirements at September 30, 2025.

### **Series 2024**

On April 24, 2024, the District issued \$9,780,000 of Special Assessment Bonds, Series 2024, consisting of multiple Term Bonds with maturity dates from May 1, 2031 to May 1, 2054, and fixed interest rates ranging from 4.625% to 5.8%. 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, 2025 through May 1, 2054.

The Series 2024 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.

### **Series 2024 - Pod D7**

On November 14, 2024, the District issued \$5,105,000 of Special Assessment Bonds, Series 2024 Pod D7, consisting of multiple Term Bonds with maturity dates from May 1, 2031 to May 1, 2055, and fixed interest rates ranging from 4.55% to 5.625%. 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 May 1, 2025 through May 1, 2055.

The Series 2024 Pod D7 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 2024 - Pod D7 (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. 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
<u>Governmental activities</u>					
Bonds payable:					
Series 2017	\$ 11,435,000	\$ -	\$ 255,000	\$ 11,180,000	\$ 265,000
Plus: Original issue premium	9,546	-	411	9,135	-
Series 2020	11,455,000	-	265,000	11,190,000	275,000
Plus: Original issue premium	184,882	-	7,246	177,636	-
Series 2024	9,780,000	-	135,000	9,645,000	145,000
Less: Original issue discount	(7,112)	-	(245)	(6,867)	-
Series 2024 Pod D7	-	5,105,000	-	5,105,000	75,000
Total	<u>\$ 32,857,316</u>	<u>\$ 5,105,000</u>	<u>\$ 662,412</u>	<u>\$ 37,299,904</u>	<u>\$ 760,000</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	\$ 760,000	\$ 1,788,694	\$ 2,548,694
2027	780,000	1,758,113	2,538,113
2028	815,000	1,726,653	2,541,653
2029	845,000	1,693,638	2,538,638
2030	890,000	1,658,575	2,548,575
2031-2035	5,055,000	7,665,335	12,720,335
2036-2040	6,400,000	6,340,876	12,740,876
2041-2045	8,105,000	4,635,335	12,740,335
2046-2050	9,530,000	2,440,737	11,970,737
2051-2055	3,940,000	627,396	4,567,396
Total	<u>\$ 37,120,000</u>	<u>\$ 30,335,352</u>	<u>\$ 67,455,352</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.

## 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.

**VERANO #2 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 <u>Original &amp; Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 466,275	\$ 458,185	\$ (8,090)
Interest	-	33,465	33,465
Total revenues	<u>466,275</u>	<u>491,650</u>	<u>25,375</u>
EXPENDITURES			
Current:			
General government	50,173	48,163	2,010
Maintenance and operations	223,182	165,974	57,208
Recreation	192,920	105,653	87,267
Total expenditures	<u>466,275</u>	<u>319,790</u>	<u>146,485</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	171,860	<u>\$ 171,860</u>
Fund balance - beginning		<u>567,496</u>	
Fund balance - ending		<u>\$ 739,356</u>	

See notes to required supplementary information

**VERANO #2 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 #2 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**

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	4
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	17
Employee compensation	\$2,200
Independent contractor compensation	\$304,318
Construction projects to begin on or after October 1, (\$65,000)	
Series 2020	\$889,458
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Non Ad valorem special assessments:	
Special assessment rate	Operation and Maintenance \$121.66 - \$1,186.15 Debt Service \$1,021.74 - \$1,834.78
Special assessment collected - Operations and Maintenance	\$458,185
Special assessment collected - Debt Service	\$2,298,992
Outstanding Bonds:	
Series 2017 due Nov 1, 2048, see Note 7 for details	\$11,180,000
Series 2020 due May 1, 2050, see Note 7 for details	\$11,190,000
Series 2024 due May 1, 2054, see Note 7 for details	\$9,645,000
Series 2024 Pod D7 due May 1, 2055, see Note 7 for details	\$5,105,000



**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 #2 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 #2 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



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

To the Board of Supervisors  
Verano #2 Community Development District  
City of Port St. Lucie, Florida

We have examined Verano #2 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 #2 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 #2 Community Development District  
City of Port St. Lucie, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Verano #2 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 #2 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 #2 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.

**CDD / HOA AGREEMENT  
REGARDING PARKING ENFORCEMENT**

THIS **CDD / HOA AGREEMENT REGARDING PARKING ENFORCEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Verano 2 Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o GMS-SF, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351, or by calling (954)721-8681 ("**District**"); and

\_\_\_\_\_, a Florida not-for-profit corporation, whose address is c/o \_\_\_\_\_ ("**Association**").

**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 presently owns and operates certain roadways within the Verano 2 community, and, pursuant to Chapter 190, *Florida Statutes*, has taken the necessary steps for the District to enforce parking rules for the roadways (e.g., the District has adopted a "**Parking Enforcement Rule**" in the form attached hereto as **Exhibit B**, entered into a "**Towing Agreement**" in the form attached hereto as **Exhibit C**, and caused to be provided parking signage on the District roads); and

**WHEREAS**, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, the District desires to enter into an agreement with the Association such that the Association's on-site personnel can serve as the District's representative with respect to administering the Parking Enforcement Rule and Towing Agreement (together, "**Work**");

**WHEREAS**, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

**WHEREAS**, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of 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:

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

2. **SCOPE OF WORK.**

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner – specifically, Association shall monitor parking within the District, coordinate towing by the District’s towing contractor when required by the District’s rules and policies, address resident inquiries regarding towing, advise the District’s Board and Manager regarding recommended changes to the District’s parking program, and otherwise implement the District’s towing rules and policies. All Work, including the scope of the Work, shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work. Notwithstanding anything to the contrary in this Agreement, the parties understand and agree that the District shall have the contractual relationship with the contractor under the Towing Agreement, and the District shall be responsible for making payment thereunder, as well as taking any action to continue, modify, or terminate the Towing Agreement.
- B. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District’s insurance company without the prior consent of the District’s Board of Supervisors.
- C. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association’s officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm’s length, and that the District’s interest will be best served at all times.
- D. **Care of the District’s Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- E. **Reporting.** The Association shall require that contractors provide – and shall provide to the District – periodic reports (at least once per quarter) describing the Work being performed and the status of any items of concern.

3. **COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

4. **TERM.** This Agreement commences on the date first written above and continues through September 30, 2026 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

5. **INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, industry standard Worker's Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance. The District shall be an additional insured under all such insurance.

6. **INDEMNIFICATION.** Association 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 Association, 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 Association 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 Association as jointly liable parties; however, Association shall indemnify the District for any and all percentages of fault attributable to Association for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Association further agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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

8. **COMPLIANCE WITH LAWS.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

9. **DEFAULT; THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. 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.

10. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party 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 party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party 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.

11. **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.

12. **TERMINATION.** At any time, either party may terminate this Agreement for cause immediately upon provision of written notice, or without cause by providing at least thirty days written notice to the other party of its intent to terminate.

13. **ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

14. **INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

15. **HEADINGS FOR CONVENIENCE.** 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.

16. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

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

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

19. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

21. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in the County in which the District is located.

22. **PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association 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 Association 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 Association'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 Association, the Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O ANDRESSA HINZ PHILIPPI, GMS-SF, LLC, 5385 N. NOB HILL ROAD, SUNRISE, FLORIDA 33351 PHONE (954)721-8681, AND E-MAIL AHPHILIPPI@GMSSF.COM**

**23. 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.

**24. ARM'S LENGTH.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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.

**25. 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.

**IN WITNESS WHEREOF,** the parties execute this Agreement to be effective the day and year first written above.

**VERANO 2 COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## PHL Land Care Inc.

PO Box 13767 | Fort Pierce , FL 34979  
772-466-3617 | admin@phllandcare.com | <https://phllandcare.com/>

### RECIPIENT:

### Verano CDD#2 Governmental Management Services

5385 North Nob Hill Road  
Sunrise, Florida 33351

### Quote #15151

Sent on

Jan 06, 2026

**Total**

**\$2,000.00**

Product/Service	Description	Qty.	Unit Price	Total
Labor & Material	8934 Matilda lake banks - repair wash out -soil refurbishment and sod replacement	1	\$400.00	\$400.00
Labor & Material	8652 Carrara Way lake banks - repair wash out -soil refurbishment and sod replacement	1	\$400.00	\$400.00
Labor & Material	8728 Flutto lake banks - repair wash out -soil refurbishment and sod replacement	1	\$400.00	\$400.00
Labor & Material	Breve Lake East Side lake banks - repair wash out -soil refurbishment and sod replacement	1	\$400.00	\$400.00
Labor & Material	9242 Pepoli lake banks - repair wash out -soil refurbishment and sod replacement	1	\$400.00	\$400.00
			<b>Total</b>	<b>\$2,000.00</b>

Thank you for your business ! If you wish to move forward with project please contact our office.

8934 Matilda

8652 Carrara

8728 Flutto

Breve Lake East side

9242 Pepoli

lake banks - repair wash out -soil refurbishment and sod replacement

This quote is valid for the next 30 days, after which values may be subject to change.





1699 SW Fortune Rd. Port St. Lucie, FL. 34953.  
VENICE COMMERCIAL SERVICES, INC.

CGC 1529328.  
Tel: 772-480-5861.

## **PROPOSAL**

Customer name: Verano #2 Community Development District

Job site Address: 9351 Ligorio Wy. Port St Lucie, FL.

Contact: Dmitriy Gulyamov.

Phone number: 561.420.1722.

E-mail: Dgulyamov@calmfla.com

Date: 10/02/2025.

### **Proposal for Paver Repair and Reset at the Club House's Pool area:**

#### **Scope of Work:**

We propose to remove and reset unlevelled paver sections located at the Club House's pool area and restrooms. This work is intended to restore safety, appearance, and functionality in these high-traffic areas.

#### **Work Description:**

- Carefully remove existing pavers in the affected areas.
- Fill and compact the base to proper grade and specifications.
- Reinstall existing pavers with proper alignment and leveling.
- Ensure clean finishing, flush transitions, and secure compaction for long-term durability.

**Project Area: Total estimated work area:** approximately **9,500 square feet.**

#### **Inclusions:**

- Paver removal and storage during repair.
- Base material replacement and compaction.
- Paver resetting and leveling.
- Site clean-up and debris removal.

**Price: \$58,265.**

# ESTIMATE

Pristine Pavers, LLC  
PO Box 1304  
Palm City, FL 34991-6304

rubiog@pristinepaverss.com  
+1 (772) 209-2111  
Progressive BOP



**Bill to**  
Verano #2 CDD  
5385 N. Nob Hill Road,  
Sunrise, Florida 33351

**Ship to**  
Verano #2 CDD  
9351 Ligorio Way,  
Port St Licie, FL 34987

**Estimate details**  
Estimate no.: 2566  
Estimate date: 10/23/2025

#	Product or service	Description	Qty	Amount
1.	<b>Paver Repair</b>	Approximately 6000 sq ft of pool deck repair - remove current paver and re-level and install pavers	1	\$29,900.00
2.	<b>Services</b>	Replace approximately 40 linear feet of coping	1	\$600.00
3.	<b>Services</b>	Replace 20 ft of deco drain	1	\$200.00
4.	<b>Services</b>	Approximately 50 sq ft extension to playground	1	\$700.00
5.	<b>Services</b>	Pressure wash pool deck only followed by sanding for paver joints	1	\$6,600.00
6.		Please note a \$5000.00 deposit is required upon approval of estimate.  Upon 50% completion of project 2nd draw is required \$10,000.00  Final payment is due upon completion of project \$23,000.0066		
Total				<b>\$38,000.00</b>

Accepted date

Accepted by



**Date:** 12/1/2025  
**To:** Verano CDD #2 (Crosstown Commons)  
Dmitriy Gulyamov  
**Subject:** Hoover Maintenance Agreement, MA#7802  
**Contract Term:** 12 months 3/1/2026 - 2/28/2027  
**Site IDs:** #8703, #9010

**Phone:** 561-420-1722

**The Hoover Maintenance Program** includes 2 preventative maintenance site visits per year by a Hoover Certified Pump Technician. The following preventative maintenance will be furnished for each pump system as required:

- **Priority Scheduling** - When repair service is required, no standard diagnostic fee for evaluation will be charged - only time and materials will apply.
- **Pump Control Panel** - Test control logic, torque electrical connections to specification, treat components with anti-oxidant protective spray, test surge protection components, check HMI.
- **Variable Frequency Drive(s)** (if applicable) - Test and confirm proper operation. Change parameters if required.
- **Pump motor(s)** - Service bearings, check operation and current draw against specification, check motor connections.
- **Pump(s)** - Check condition of seal. Confirm flow and pressure performance.
- **Air Conditioner** (if applicable) - Check and confirm proper operation. Clean filter.
- **Control Valve** (if applicable) - Check pilots and service. Clean filter. Calibrate valve and replace worn diaphragm if required.
- **Flow Meter** (if applicable) - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** (if applicable) - Check and adjust tank precharge pressure as required.
- **Suction Intake** (if applicable) - Evaluate intake performance and recommend screen cleaning as required.
- **Discharge Filter** (if applicable) - Check operation, clean command filters, and flush tubing.
- **Rain Bucket** (if applicable) - Check operation. Replace filter. Clean bucket.
- **UPS Battery** (if applicable) - Check condition.
- **RCS** (if applicable) - Check pilot operation and service. Replace worn diaphragm on shutoff valve if required.
- **Level Transducer** (if applicable) - Check operation and reporting.
- **Tubing** - Flush tubing to hydraulic controls.
- **Gauges** - Replace as needed.
- **Fiberglass Enclosure** (if applicable) - Check lockable handle, hinges and opening mechanism.
- **Report** - To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the Hoover Maintenance Program:

- Suction intake cleaning or adjustments due to changing water levels
- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty



**Date:** 12/1/2025  
**To:** Verano CDD #2 (Crosstown Commons)  
Dmitriy Gulyamov  
**Subject:** Hoover Maintenance Agreement, MA#7802  
**Contract Term:** 12 months 3/1/2026 - 2/28/2027  
**Site IDs:** #8703, #9010

**Phone:** 561-420-1722

- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge and lightning
- Repairs due to operating the irrigation system in a manner that exceeds the limits of pump system design performance, or due to repeated rapid cycling of pump system due to irrigation system leaks.
- Disc-Filter cleaning not included

**For Hoover Flowguard pump systems the Hoover Maintenance Program includes:**

- **24/7 Control** and remote automatic monitoring of the irrigation and pump system
- **Automated system alerts** and warnings via e-mail, proactive system support, and up to 8 hours assistance from the Hoover Help Desk.
- **Broadband Internet Service Connection.**
- **Graphical web display** of Water Management system status, alarm enunciators, controls, history, trends, data logs, maintenance alerts, service counters, and configuration.
- **Unlimited Free webinars** to learn best practices for using Flowguard.
- **Water restriction controls** to prevent over/under watering, save energy and water consumption, and rapid cycling due to field issues.
- **Remote system Shut-down** and Reset features with shutoff valves.
- **Protection features** to indicate low pressure, high flow rate including automatic, adjustable shut down.
- **Printable water management usage reports** for graphing, events, usage, and configurations.

**The following are the Flowguard Sites on this agreement**

<b>Site ID</b>	<b>Site Name</b>	<b>Model #</b>
8703	Crosstown Commons Pump Station #1	HC2F-20PDV-460/3-MR3L-Z
9010	Crosstown Commons Pump Station #2	HC2F-20PDV-460/3-MR3L-Z

Total Annual Price \$5,180.00

**\*\*Save Time and Costs** of additional service visits by pre-authorizing a Hoover tech to repair non-maintenance related, system performance, or safety-critical component problems while on site for maintenance. Please select ONE of two options:

- ☒ YES, I authorize Hoover to complete non-maintenance related repairs up to \$750.00 while on site during a Maintenance visit. *The Hoover Technician will call the on-site manager to discuss the repair prior to completing the work. For repairs exceeding \$750.00, approval will be obtained immediately or in advance.*
- ☐ NO, I want to approve each non-maintenance related repair. If an authorized manager is not available to provide immediate approval, an additional service visit will be scheduled after approval is obtained.

**Terms:** This agreement is automatically renewable for one year unless written notice is provided by either party 30 days prior to its expiration. We still require a signed copy for our records. Hoover Pumping systems Standard Terms and Conditions of Sales will apply. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Accepted by:  
Hoover Pumping Systems



Ramona Mingo 12/1/2025

Accepted by:  
Verano CDD #2 (Crosstown Commons)



Signature/Date

Dmitriy Gulyamov

Name Printed

P.O. Number (if required)



**PROPOSAL FOR MOSQUITO MANAGEMENT  
VERANO 2 CDD.**

**August 18, 2022**





Dear Dmitriy Gulyamov,

Thank you for the opportunity to offer our integrated mosquito control program to Verano 2 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 Bagioti



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## **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 2 CDD**. This local facility will function as our command center for operations. To best serve **Verano 2 CDD**, all the facilities, assets, and personnel will remain in place for the Agreement's duration.

**Verano 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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 40 storm drains within the Verano 2 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 Duet0® 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 2.5 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 2.5 miles per treatment.

**EMM Payment Total Cost for Parts I, II, & III**

**\$1,426.10/ month**

**Adulticiding Operational Procedures**



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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 2 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 2 CDD has the option to extend this program from year to year at a rate that does not to exceed a (5%) annual increase that both parties agree to.

**For Verano 2 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 2 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 2 CDD:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Alternate Contact Person for Verano 2 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](mailto:dbagiotti@clarke.com) – (954) 594-0079



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## Memorandum

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To Matthew Hans  
CC Andressa Hinz Phillipi

Page 1 of 4

Subject **Observations of Drainage Issues at 10983 & 10977 SW Tessili Way and Recommended Steps to Resolve Same**

From Thomas F. McGowan, PE  
Date September 25, 2025

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As requested, April 8, 2025, I visited the site in, and around, 10977 & 10983 SW Tessili Way ("property", "properties") situated within Crosstown Commons. I was met at the site by Mr. Rich Rudder, the owner of 10977 SW Tessili Way. During my site visit, Mr. Rudder explained the issues he was experiencing during heavy rain and subsequent ponded water, and that he had in place a sump pump as a last resort to remove ponded water behind his property. I took photographs of the site to document the current conditions. Subsequently, I was able to compile the grading and drainage information from the original design drawings (which spread across several sheets) and onto one page copy included) and perform multiple hydraulic calculations.

To summarize the issue, Verano CDD #2 has been dedicated for operation and maintenance, a 6-foot-wide drainage easement centered on the rear lot line, buried beneath which there is a 12-inch diameter HDPE drainage line interspersed with 12-inch diameter yard drains. At intervals along the rear lot line there are also ditch bottom inlets which collect the water from the HDPE pipes and excess surface runoff from the swale and direct it to the main drainage conveyance system in the area.

The plans indicate; 1) the centerline crown of road at the properties is 24.75 feet, 2) the lowest elevation along the rear lot easement is 24.80 feet, and 3) that the water control elevation of the lakes is 19.75 feet ~ providing over four feet of depth to the maintained groundwater table. That said, as a point that I will come back to later, the soils in and around the Port St. Lucie area are well known in the engineering community to be "heavy" soils that retain water and display what is known as dilatant behavior. Dilatant soils are generally dense, fine-grained soils, and are such that if you marched in place on a seemingly dry patch of ground, water would shortly wick to the surface.

The plans assign an elevation to the mid-point of the side lot line, suggesting that the lots are to be graded such that stormwater runoff is to flow from the middle of the lot either to the front and the road right-of-way, or to the rear lot drainage easement. The plans are silent as to the typical back of sidewalk grades, in general, they are typically at or above the adjacent crown of road grade. With a few exceptions, the pattern of grading along the mid-lot line suggests that the elevation mid-lot is intended to be up to 1-foot higher than the grade assigned along the rear lot line.

## Memorandum

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However, and while it may be a scrivener's error, the grade assigned to the lot line between the properties is an elevation of 25.25 feet, which is below the assigned rear lot line elevation of 25.30 feet, but slightly above the assumed back of sidewalk elevation of 25.75 feet.

Based on the plan grading, there are three (3) possible scenarios which could be derived from the plan grading. First, the surface runoff is to flow the length of the easement to the inlets spaced approximately 500-feet apart. In this scenario the yard drains are meant to collect localized ponded water and help to maintain groundwater levels. Second, the yard drains function as the primary drainage system, and during heavy rainfalls runoff exceeding of the capacity of the yard drains is intended to flow along the length of the easement to the inlets. In this scenario, the yard drains still function to help eliminate localized ponding water and help control groundwater levels. Thirdly, the system is intended to function as a combination of both.

- Easement as the Primary Drainage

- Assuming the stormwater runoff is primarily intended to flow the length of the rear lot swale to the inlets, based on my review of the grading information shown on the plans, I would categorize the rear lot drainage design as being on the low end of acceptable for residential lots. The elevation difference and hence the slope of the surface grading between high points to the inlet, and/or the intervening yard drains is 0.35% which is relatively flat for residential areas ~ especially when considering the thick grass ground cover which can impede the flow of the drainage runoff. Therefore, the performance of the swale is easily compromised in the event of even small disruptions (such as lawn mower ruts) in the flow line.
- There is no defined swale within the drainage easement as it appears to generally conform to the plan grades. Based on a 1-foot elevation change from middle of the side lot line to the rear lot line (1-foot in 60 feet), the elevation change within a three (3) foot wide easement strip is only 0.5-inches. This is not sufficient to contain the surface water runoff from a heavy rainfall event within the easement.
- With all the flow going to the inlet to the east of the properties, this inlet would accept water from approximately 480 feet, producing a calculated 3.2 cubic feet per second (cfs) and requiring 0.35 feet of head (elevation above the inlet grate) to pass the required flow rates. Thereby making the water surface at this inlet 25.15 feet, which increases to the west behind the properties.
- The approximate average depth of flow behind the properties is between 2.5 and 3-inches. Given the flat slope of the easement, and assuming uniformity in lot grading, this water would spread outward 12.5-15-feet from the center of the easement.

Note that the width assumes no constrictions along the path such as fences and other structures which tend to channel and redistribute the volumes and depths of flow along the path. However, we know that such structures exist, the full extent of the impact of such has not been evaluated, Suffice it to say that the 2.5-3.0-inches referenced above should be considered a minimum depth.

- Yard Drains as the Primary Drainage
  - If instead of using the yard drains as a tool to manage the collection of water in “low spots”, and reduce the groundwater elevation after rainfalls, it was intended that all, or at least a significant portion of the runoff is intended to flow to the yard drains, similar hydrologic requirements must be met.
  - Per my calculations for the yard drain directly behind 10977, at the design flow condition, and depending upon the degree of blockage you wish to assign to the small drain grate, a minimum of 3-inches head above the yard drain grate is necessary for the drain to pass the runoff from the “assigned” contributory area. Given the shallow design grades, and without obstructions, this would allow water to spread 15 feet, or more into the adjacent lots.
  - Based on my evaluation, the 12-inch pipe connecting the yard drains to the inlet is sized adequately.

Taken together, the hydraulic head required to convey the stormwater runoff is approximately the same between the two alternatives. Given the narrowness of the easement, the lack of a proper swale within the easement, and the likelihood of fences or other structures being placed in close proximity of the easement this would suggest that the yard drains were intended to be the primary drainage feature, and that the inlet to the east of the properties is yard drains is secondary. To that point, there have been grading changes along the path of, and adjacent to the 6-foot drainage easement. I have attached a progression of aerial photographs from 2023 through 2025 to depict the changes made along the swale easement. These include the addition of fences to both the east and west of the properties and the construction of a pool and enclosure at 10977.

These changes in use will, by default, have had some impact on the grading and drainage flows in the area. Whether that be in the case of a pool, changing (thereby impacting) the flow line of the swale, or in the case of a fence, constricting the area available to the swale to spread out and convey water thereby increasing the depth of the water upstream of the inlets.

I have included pictures of the swale from the yard drain to the west of 10983 easterly behind 10977 to the inlet location. Based on the vegetation growth, it is not readily apparent whether, or not, significant obstructions occur along the flow line of the swale. Note however in the two pictures of the yard drains, they are recessed (probably too far in the case of the westerly one). Mr. Rudder told me that when he bought the house, the yard drain was buried under the fill brought in for the house. Which brings into question another variable, being whether, or not, the small diameter HDPE pipe is obstructed by sediments or debris. Note in the picture, sump pump is positioned directly over the yard drain, and that the hose from the sump pump is not directed to the drain or further along the swale, but rather toward the road right-of-way. In addition to not functioning during a rain event, if the yard drain behind 10977 is obstructed downstream, upstream water would likely “bubble up” in the yard drain behind 10977 potentially causing persistent ponding of water at this location.

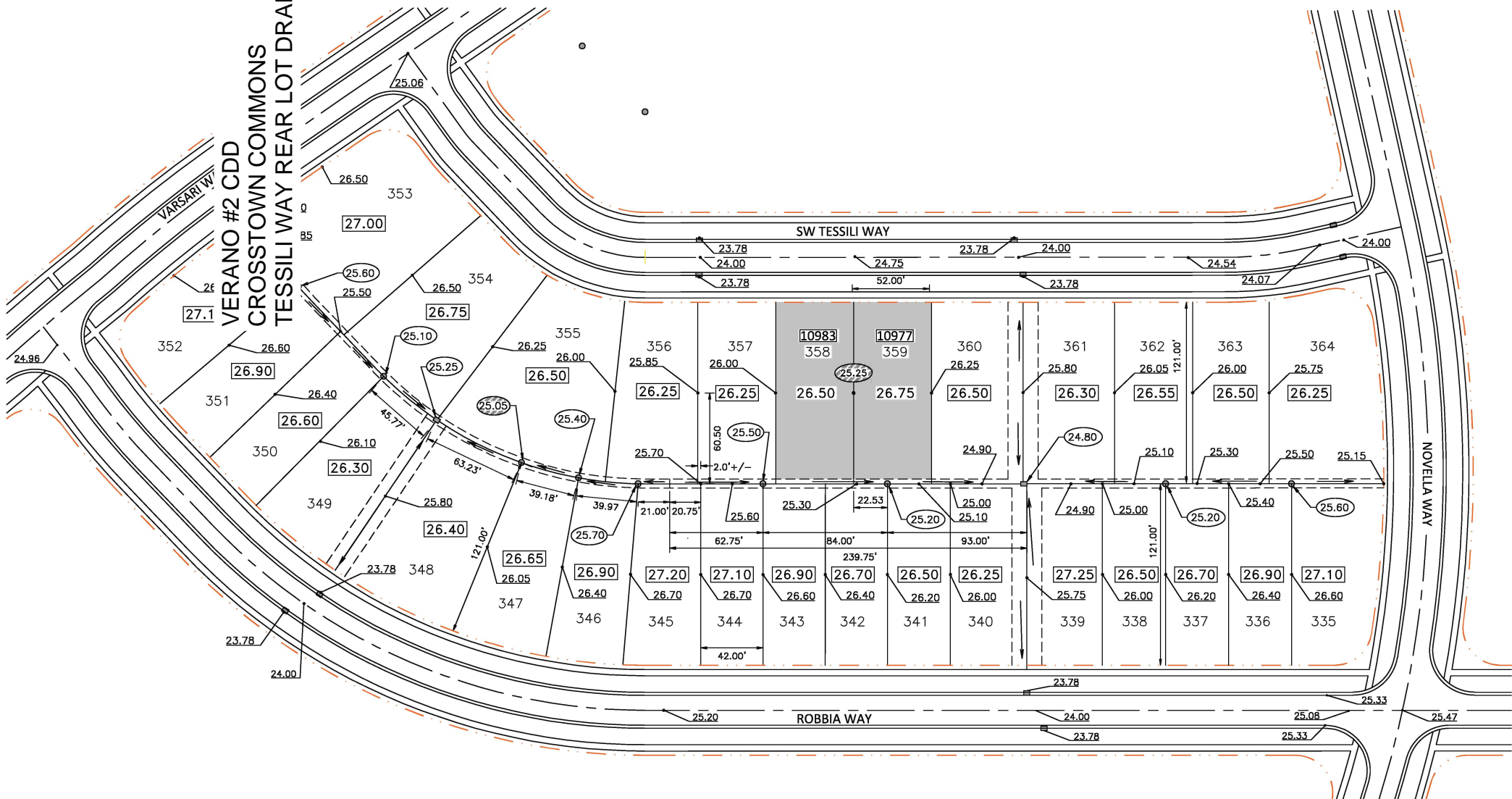
# Memorandum

Based on my review of the plans, independent calculations, and the empirical evidence from the site, my recommendations to further evaluate and/or resolve the issue are ~ generally in the order of priority, as follows:

- Verify that the drain line is not obstructed. This can be done relatively quickly and inexpensively given the diameter and lengths of pipe in question,
- Regrade the area around the yard drain to the west of the properties to ensure that this drain functions, and that runoff generated further to the west, does not bypass this structure and overload those downstream.
- In reference to the comment on dilatant soils above, and their ability to hold moisture, as a means of controlling the groundwater it could be beneficial to install fittings in the existing 12-inch HDPE pipe and allowing the property owners to connect fabric wrapped underdrains within their yards. Per the plan grades, the 12-inch drain is between 3 and 4-feet deep between the properties.
- Have the flow line of the swale surveyed at very short intervals ~ 10 feet to determine if the flowline is per plan, or at least that it is not obstructed and uniform between the high point and the inlet, this would include the elevations of the high point, yard drain grates and inlet grate. Based on the results of the survey, a determination would be made regarding further remedial actions that may be necessary,
- Look at the possibility of installing additional yard drains. It is worth noting and as shown on the attached of plan of the grading and drainage plan, the yard drain spacing to the west of the Properties is approximately 42-feet, whereas the yard drain spacing to the rear and either side of the Properties is approximately 82-feet – which then obviously doubles the contributory drainage area to these small yard drains. While beneficial, these drains would still require approximately 2-inches of head to function. Therefore, water seeking its own level would still want to spread up to 10 feet from the center of the easement.
- While an extensive alteration, there is enough room for a shallow swale within the 6-foot easement ~ on the order of 0.5 - 0.75 feet in depth with side slopes no greater than 4:1. Such a swale, with reset yard drain inlets, would provide positive drainage to the inlet, and would help, but not (at least in heavy rainfalls) eliminate water spread out of the easement.

If you have any questions, please do not hesitate to contact me at your earliest convenience.

**VERANO #2 CDD**





January 14, 2023  
Write a description for your map.

Legend

 10977 SW Tessili Wy

 Feature 1

 Feature 2

 Line Measure





MAY 2024

Write a description for your map.

Legend

- 10977 SW Tessili Wy
- Feature 1
- Feature 2
- Line Measure

Aline Hoss - Design Studio

SW Tessili Wy

SW Tessili Wy

SW Tessili Wy

SW Tessili Wy

10977 SW Tessili Wy

125.6'

Google Earth

Image © 2025 Airbus

100 ft





MARCH 2025

Write a description for your map.

Legend

- 10977 SW Tessili Wy
- Feature 1
- Feature 2
- Line Measure

Aline Hoss - Design Studio

10977 SW Tessili Wy

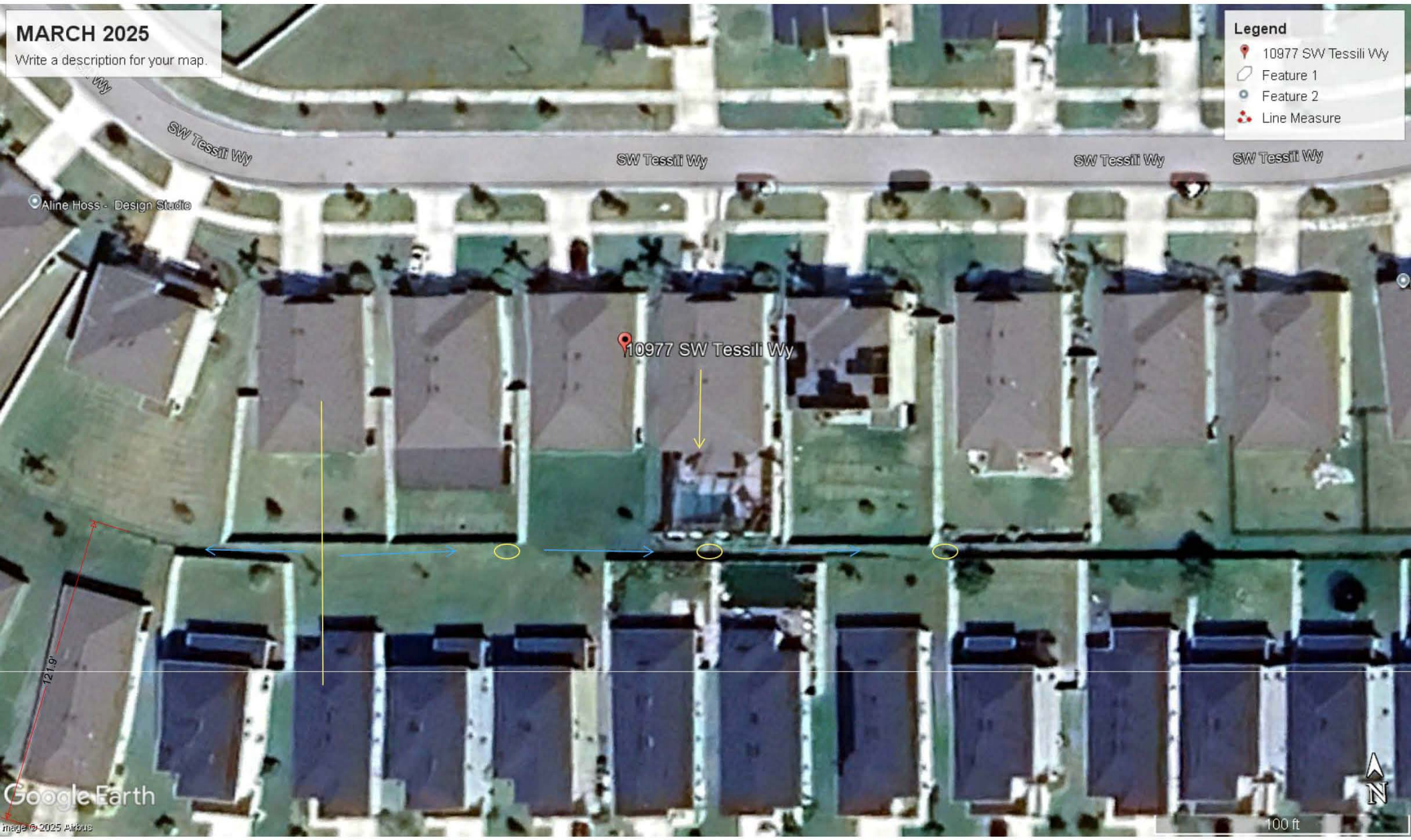
121.9

Google Earth

Image © 2025 Airbus



100 ft





















**Verano #2**  
**COMMUNITY DEVELOPMENT DISTRICT**

Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
10/1 - 10/31/25	950-956	\$32,794.42
11/1 - 11/30/25	957-965	\$12,653.43

<b>TOTAL CHECKS</b>	<b>\$45,447.85</b>
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<i>Date</i>	<i>ACH</i>	<i>Amount</i>
10/1 - 10/31/25	80011-80015	\$3,934.70
11/1 - 11/30/25	80016-80017	\$3,532.08

<b>TOTAL ACH</b>	<b>\$7,466.78</b>
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<b>TOTAL</b>	<b>\$52,914.63</b>
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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/03/25	00017	9/14/25 8240	202509 320-57200-45300		*	1,050.00	
		CLEAN 09/01-09/14	CSTNCOM				
		9/29/25 8241	202509 320-57200-45300		*	1,050.00	
		CLEAN 09/15-09/29	CSTNCOM				
				CHARLES CLEANING SERVICES LLC			2,100.00 000950
10/03/25	00019	9/28/25 30356	202510 310-51300-45000		*	19,485.00	
		FY2026	INSURANCE				
				EGIS INSURANCE ADVISORS, LLC			19,485.00 000951
10/03/25	00001	10/01/25 245	202510 310-51300-31300		*	218.75	
		OCT 25 -	DISSEMINATION				
		10/01/25 245	202510 310-51300-35100		*	65.67	
		OCT 25 -	WEBSITE ADMIN				
				GOVERNMENTAL MANAGEMENT SERVICES -			284.42 000952
10/21/25	00063	10/01/25 3	202510 320-57200-34000		*	500.00	
		OCT 25 -	AMENITY MGMT				
		10/01/25 3	202510 320-53800-34000		*	500.00	
		OCT 25 -	FIELD SV				
				CALM IV			1,000.00 000953
10/21/25	00002	10/01/25 92946	202510 310-51300-54000		*	175.00	
		SPECIAL	DISTRICT FEE FY26				
				FLORIDACOMMERCE			175.00 000954
10/21/25	00056	10/15/25 11203	202510 320-53800-46200		*	6,121.00	
		OCT 25 -	LANDSCAPE MAINT				
		10/15/25 11203	202510 320-57200-46200		*	1,829.00	
		OCT 25 -	LANDSCAPE MAINT				
				FLORIDA EXOTIC LANDSCAPING			7,950.00 000955
10/21/25	00018	10/06/25 2541001	202510 320-57200-46400		*	1,800.00	
		OCT 25 -	POOL SV				
				SANDY GORDON, INC			1,800.00 000956
TOTAL FOR BANK A						32,794.42	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
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		W/S 8/11-9/12/25					
				CITY OF PORT ST LUCIE (AUTOPAY)			154.52 080011
10/14/25	00009	9/23/25 SEPTEMBE	202509 320-53800-43000		*	31.35	
		ENTRY WALL 8/27-9/26/25					
		9/23/25 SEPTEMBE	202509 320-53800-43000		*	562.22	
		IRR PUMP 9/4-10/6/25					
		9/23/25 SEPTEMBE	202509 320-53800-43100		*	2,139.73	
		SL 8/27-9/26/25					
		9/23/25 SEPTEMBE	202509 320-57200-43000		*	674.58	
		AMENITY 8/22-9/23/25					
				FPL (AUTO PAY)			3,407.88 080012
10/14/25	00022	9/23/25 89154660	202510 320-57200-41010		*	59.99	
		INTERNET 10/9-11/8/25					
				BLUE STREAM (AUTOPAY)			59.99 080013
10/28/25	00022	10/23/25 89154660	202511 320-57200-41010		*	63.99	
		INTERNET 11/9-12/8/25					
				BLUE STREAM (AUTOPAY)			63.99 080014
10/28/25	00021	10/01/25 15977383	202511 320-57200-34510		*	248.32	
		MONITORING 10/30-1/29/26					
				EVERON LLC (AUTOPAY)			248.32 080015
TOTAL FOR BANK Z						3,934.70	
TOTAL FOR REGISTER						36,729.12	

CHECK DATE	VEND#	.....INVOICE..... DATE	.....EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
11/05/25	00017	11/05/25	8250	2025	10	320-57200-45300				*	1,050.00		
			CLEAN 9/29-10/12			CSTNCOM							
		11/05/25	8251	2025	10	320-57200-45300				*	1,050.00		
			CLEAN 10/13-10/26			CSTNCOM							
									CHARLES CLEANING SERVICES LLC			2,100.00	000957
11/05/25	00001	11/01/25	247	2025	11	310-51300-31300				*	218.75		
			NOV 25 - DISSEMINATION										
		11/01/25	247	2025	11	310-51300-35100				*	65.67		
			NOV 25 - WEBSITE ADMIN										
									GOVERNMENTAL MANAGEMENT SERVICES -			284.42	000958
11/05/25	00049	11/04/25	28253	2025	11	310-51300-32200				*	500.00		
			AUDIT FYE 9/30/2025										
									GRAU AND ASSOCIATES			500.00	000959
11/05/25	00018	10/24/25	2541002	2025	10	320-57200-46400				*	65.60		
			LIFE HOOK/BOLT/WING NUT										
									SANDY GORDON, INC			65.60	000960
11/05/25	00064	10/31/25	S13787	2025	11	320-57200-60000				*	4,103.41		
			30 CHAISE LOUNGE										
									RESTAURANT FURNITURES PLUS			4,103.41	000961
11/07/25	00064	10/31/25	S13787	2025	11	320-57200-60000				V	4,103.41		
			30 CHAISE LOUNGE										
									RESTAURANT FURNITURES PLUS			4,103.41	000961
11/07/25	00064	10/31/25	S13787	2025	11	320-57200-60000				*	4,103.41		
			30 CHAISE LOUNGE										
									RESTAURANT FURNITURES PLUS			4,103.41	000962
11/18/25	00063	11/01/25	7	2025	11	320-57200-34000				*	500.00		
			NOV 25- AMENITY MGMT										
		11/01/25	7	2025	11	320-53800-34000				*	500.00		
			NOV 25- FIELD SV										
									CALM IV			1,000.00	000963
11/18/25	00065	11/16/25	78	2025	11	320-53800-49500				*	2,800.00		
			HOLIDAY LIGHTS										
									HOLIDAY SEASONAL LIGHTS			2,800.00	000964
11/18/25	00018	11/06/25	2541101	2025	11	320-57200-46400				*	1,800.00		
			NOV 25- POOL SV										
									SANDY GORDON, INC			1,800.00	000965
									TOTAL FOR BANK A		12,653.43		



CHECK	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME				STATUS	AMOUNT	.....CHECK.....
DATE		DATE INVOICE	YRMO DPT ACCT# SUB	SUBCLASS						AMOUNT #

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/19/25	00023	10/28/25 16842140	202509 320-57200-43001		*	231.81	
		W/S 9/12-10/13/25					
			CITY OF PORT ST LUCIE (AUTOPAY)				231.81 080016
11/13/25	00009	10/23/25 OCTOBER	202510 320-53800-43000		*	31.66	
		ENTRY WALL 9/26-10/28/25					
		10/23/25 OCTOBER	202510 320-53800-43000		*	501.84	
		IRRIG PUMP 10/6-11/4/25					
		10/23/25 OCTOBER	202510 320-53800-43100		*	2,139.73	
		STREETLIGHTS 9/26-10/28					
		10/23/25 OCTOBER	202510 320-57200-43000		*	586.89	
		AMENITY 9/23-10/23/25					
			FPL (AUTO PAY)				3,260.12 080017
11/27/25	00021	11/02/25 15994295	202512 320-57200-34510		*	40.15	
		MONITORING 11/30-12/29/25					
			EVERON LLC (AUTOPAY)				40.15 080018
				TOTAL FOR BANK Z		3,532.08	
				TOTAL FOR REGISTER		16,185.51	

***Verano #2***  
***Community Development District***

***Unaudited Financial Reporting***  
***November 30, 2025***



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**Verano #2**  
**Community Development District**  
**Combined Balance Sheet**  
**November 30, 2025**

	General Fund	Debt Service Funds	Capital Project Funds	Totals Governmental Funds
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 102,247	\$ -	\$ -	\$ 102,247
Due from Verano # 5	50,478	253,628	-	304,105
<u>Investments:</u>				
Bank United - MMA	219,053	-	-	219,053
State Board of Administration (SBA)	432,062	-	-	432,062
<b>Series 2017 Pod (A,B,C)</b>				
Reserve - Pod A	-	208,644	-	208,644
Reserve - Pod B	-	164,611	-	164,611
Reserve - Pod C	-	172,404	-	172,404
Revenue - Pod A	-	136,201	-	136,201
Revenue - Pod B	-	61,247	-	61,247
Revenue - Pod C	-	138,453	-	138,453
Prepayment - Pod A	-	130	-	130
Prepayment - Pod B	-	1,473	-	1,473
Prepayment - Pod C	-	3,497	-	3,497
<b>Series 2020 (Pod C,D,E)</b>				
Reserve - Pod C	-	108,432	-	108,432
Reserve - Pod D	-	141,494	-	141,494
Reserve - Pod E	-	107,545	-	107,545
Revenue - Pod C	-	37,591	-	37,591
Revenue - Pod D	-	90,635	-	90,635
Revenue - Pod E	-	48,654	-	48,654
Prepayment - Pod C	-	2,875	-	2,875
Prepayment - Pod E	-	1,555	-	1,555
Construction - Pod D	-	-	12,141	12,141
<b>Series 2024 (Pod D 4,5,6)</b>				
Reserve	-	680,035	-	680,035
Revenue	-	13,916	-	13,916
Construction	-	-	4,976,885	4,976,885
<b>Series 2024 (Pod D 7)</b>				
Reserve	-	350,703	-	350,703
Cap Interest	-	8,377	-	8,377
Revenue	-	44	-	44
Interest	-	2,668	-	2,668
Construction	-	-	4,385,836	4,385,836
Deposits	2,171	-	-	2,171
<b>Total Assets</b>	<b>\$ 806,011</b>	<b>\$ 2,734,811</b>	<b>\$ 9,374,862</b>	<b>\$ 12,915,684</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 33,497	\$ -	\$ -	\$ 33,497
<b>Total Liabilities</b>	<b>\$ 33,497</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,497</b>
<b>Fund Balance:</b>				
Nonspendable:				
Deposits	\$ 2,171	\$ -	\$ -	\$ 2,171
Restricted for:				
Debt Service	-	2,734,811	-	2,734,811
Capital Project	-	-	9,374,862	9,374,862
Unassigned	770,344	-	-	770,344
<b>Total Fund Balances</b>	<b>\$ 772,515</b>	<b>\$ 2,734,811</b>	<b>\$ 9,374,862</b>	<b>\$ 12,882,188</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 806,011</b>	<b>\$ 2,734,811</b>	<b>\$ 9,374,862</b>	<b>\$ 12,915,684</b>

**Verano #2**  
**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
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 406,102	\$ 50,478	\$ 50,478	\$ -
Intergovernmental Transfer*	60,465	60,465	60,465	1
Interest Income	15,000	2,500	4,480	1,980
<b>Total Revenues</b>	<b>\$ 481,566</b>	<b>\$ 113,442</b>	<b>\$ 115,422</b>	<b>\$ 1,980</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fee	\$ 6,000	\$ 1,000	\$ 800	\$ 200
FICA Tax	459	77	61	15
Annual Audit	6,400	500	500	-
Arbitrage Rebate	4,400	-	-	-
Dissemination Agent	2,625	438	438	-
Trustee Fees	30,150	-	-	-
Website Maintenance	788	131	131	(0)
Insurance General Liability	8,268	8,268	8,033	235
Other Current Charges	1,200	200	224	(24)
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total General &amp; Administrative</b>	<b>\$ 60,465</b>	<b>\$ 10,788</b>	<b>\$ 10,362</b>	<b>\$ 426</b>
<b><u>Operations &amp; Maintenance</u></b>				
<b>Common Area Maintenance Expenditures</b>				
Field Management	\$ 6,300	\$ 1,050	\$ 1,000	\$ 50
Electric Utility Services	17,600	2,933	2,192	741
Electric Utility Services- Streetlights	26,400	4,400	4,279	121
Irrigation Utility Services	3,000	500	-	500
Midge Control	4,000	667	-	667
Landscape Maintenance	73,458	12,243	12,242	1
Mulch	15,000	2,500	-	2,500
Pest Control	1,800	300	-	300
Entry & Walls Maintenance	4,000	667	-	667
Plant Replacement	12,000	2,000	850	1,150
Irrigation Maintenance	10,800	1,800	-	1,800
Irrigation Water Monitoring	1,200	200	-	200
Pump System Maintenance	6,000	1,000	-	1,000
Trash Collection	840	140	-	140
Street Sweeping	1,677	280	-	280
Roadways Repairs & Maintenance	10,000	1,667	-	1,667
Streetsigns Maintenance	10,000	1,667	-	1,667
Pressure Cleaning	5,000	833	-	833
Holiday Décor	-	-	2,800	(2,800)
Contingency	19,107	3,185	-	3,185
Capital Outlay	-	-	18,716	(18,716)
<b>Subtotal Field Expenditures</b>	<b>\$ 228,182</b>	<b>\$ 38,030</b>	<b>\$ 42,079</b>	<b>\$ (4,049)</b>

**Verano #2**  
**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
<b>Amenity Center Expenditures</b>				
Amenity Center Management	\$ 6,300	\$ 1,050	\$ 1,000	\$ 50
Clubhouse Maintenance	40,000	6,667	-	6,667
Access Control	2,000	333	288	45
Telephone/Internet	840	140	124	16
Electric Utility Services	7,200	1,200	1,172	28
Water Utility Services	1,800	300	159	141
Property Insurance	13,589	13,589	11,452	2,137
Pool Maintenance	51,600	8,600	3,666	4,934
Landscape Maintenance	21,942	3,657	3,658	(1)
Mulch	5,000	833	-	833
Pest Control	1,800	300	-	300
Janitorial Services/Supplies	32,300	5,383	4,200	1,183
A/C Maintenance	1,226	204	-	204
Trash Collection	1,000	167	-	167
Pressure Cleaning	5,000	833	-	833
Contingency	1,323	221	-	221
Capital Outlay	-	-	4,103	(4,103)
<b>Subtotal Amenity Center Expenditures</b>	<b>\$ 192,920</b>	<b>\$ 43,478</b>	<b>\$ 29,822</b>	<b>\$ 13,656</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 421,102</b>	<b>\$ 81,508</b>	<b>\$ 71,901</b>	<b>\$ 9,607</b>
<b>Total Expenditures</b>	<b>\$ 481,567</b>	<b>\$ 92,296</b>	<b>\$ 82,263</b>	<b>\$ 10,033</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ -</b>	<b>\$ 21,146</b>	<b>\$ 33,159</b>	<b>\$ 12,013</b>
<b><u>Other Financing Sources/(Uses):</u></b>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ 21,146</b>	<b>\$ 33,159</b>	<b>\$ 12,013</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 739,356</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 772,515</b>	

\* Transfer from Verano # 5 for Administrative Expenditures

## Verano #2

### Community Development District Debt Service Fund Series 2017

#### 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
<b>Revenues:</b>				
Special Assessments Pod A- Tax Roll	\$ 364,385	\$ 48,362	\$ 48,362	\$ -
Special Assessments Pod B- Tax Roll	271,950	36,094	36,094	-
Special Assessments Pod C- Tax Roll	213,001	28,271	28,271	-
Interest Income	30,000	5,000	9,613	4,613
<b>Total Revenues</b>	<b>\$ 879,336</b>	<b>\$ 117,726</b>	<b>\$ 122,340</b>	<b>\$ 4,613</b>
<b>Expenditures:</b>				
<b>Series 2017 - Pod A</b>				
Interest - 11/01	\$ 115,044	\$ 115,044	115,044	\$ -
Principal - 11/01	115,000	115,000	115,000	-
Interest - 05/01	112,600	-	-	-
<b>Series 2017 - Pod B</b>				
Interest - 11/01	\$ 90,475	\$ 90,475	90,475	\$ -
Principal - 11/01	90,000	90,000	90,000	-
Interest - 05/01	88,563	-	-	-
<b>Series 2017 - Pod C</b>				
Interest - 11/01	\$ 67,413	\$ 67,413	67,413	\$ -
Principal - 11/01	60,000	60,000	60,000	-
Interest - 05/01	66,063	-	-	-
<b>Total Expenditures</b>	<b>\$ 805,156</b>	<b>\$ 537,931</b>	<b>\$ 537,931</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ 74,180</b>	<b>\$ (420,205)</b>	<b>\$ (415,592)</b>	<b>\$ 4,613</b>
<b>Other Financing Sources/(Uses):</b>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 74,180</b>	<b>\$ (420,205)</b>	<b>\$ (415,592)</b>	<b>\$ 4,613</b>
<b>Fund Balance - Beginning</b>	<b>\$ 883,650</b>		<b>\$ 1,414,978</b>	
<b>Fund Balance - Ending</b>	<b>\$ 957,830</b>		<b>\$ 999,386</b>	



## Verano #2

### Community Development District Debt Service Fund Series 2020

#### 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
<b>Revenues:</b>				
Special Assessments Pod C - Tax Roll	\$ 216,001	\$ 25,056	25,056	\$ -
Special Assessments Pod D - Tax Roll	305,354	35,419	35,419	-
Special Assessments Pod E - Tax Roll	240,579	27,905	27,905	-
Interest Income	10,000	1,667	5,095	3,428
<b>Total Revenues</b>	<b>\$ 771,933</b>	<b>\$ 90,046</b>	<b>\$ 93,474</b>	<b>\$ 3,428</b>
<b>Expenditures:</b>				
<b>Series 2020 - Pod C</b>				
Interest - 11/01	\$ 65,656	\$ 65,656	65,656	\$ -
Interest - 05/01	65,656	-	-	-
Principal - 05/01	85,000	-	-	-
<b>Series 2020 - Pod D</b>				
Interest - 11/01	\$ 86,319	\$ 86,319	86,319	\$ -
Interest - 05/01	86,319	-	-	-
Principal - 05/01	110,000	-	-	-
<b>Series 2020 - Pod E</b>				
Interest - 11/01	\$ 65,094	\$ 65,094	65,094	\$ -
Interest - 05/01	65,094	-	-	-
Principal - 05/01	80,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 709,138</b>	<b>\$ 217,069</b>	<b>\$ 217,069</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ 62,796</b>	<b>\$ (127,022)</b>	<b>\$ (123,594)</b>	<b>\$ 3,428</b>
<b>Other Financing Sources/(Uses):</b>				
Interfund Transfer In/(Out)	\$ (10,000)	\$ (960)	\$ (960)	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (10,000)</b>	<b>\$ (960)</b>	<b>\$ (960)</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 52,796</b>	<b>\$ (127,982)</b>	<b>\$ (124,554)</b>	<b>\$ 3,428</b>
<b>Fund Balance - Beginning</b>	<b>\$ 371,586</b>		<b>\$ 751,714</b>	
<b>Fund Balance - Ending</b>	<b>\$ 424,381</b>		<b>\$ 627,160</b>	

**Verano #2**  
**Community Development District**  
**Debt Service Fund Series 2024 Pod D 4,5,6**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2025**

	Amended Budget	Prorated Budge Thru 11/30/25	Actual Thru 11/30/25	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 678,124	\$ 52,522	\$ 52,522	\$ -
Interest Income	20,000	3,333	4,762	1,429
<b>Total Revenues</b>	<b>\$ 698,124</b>	<b>\$ 55,855</b>	<b>\$ 57,284</b>	<b>\$ 1,429</b>
<b>Expenditures:</b>				
<b>Series 2024 Pod D 4,5,6</b>				
Interest - 11/01	\$ 268,689	\$ 268,689	\$ 268,689	\$ -
Interest - 05/01	268,689	-	-	-
Principal - 05/01	145,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 682,379</b>	<b>\$ 268,689</b>	<b>\$ 268,689</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ 15,746</b>	<b>\$ (212,834)</b>	<b>\$ (211,406)</b>	<b>\$ 1,429</b>
<b>Other Financing Sources/(Uses):</b>				
Interfund Transfer In/(Out)	\$ (15,000)	\$ (4,596)	\$ (4,596)	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (15,000)</b>	<b>\$ (4,596)</b>	<b>\$ (4,596)</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 746</b>	<b>\$ (217,430)</b>	<b>\$ (216,002)</b>	<b>\$ 1,429</b>
<b>Fund Balance - Beginning</b>	<b>\$ 287,683</b>		<b>\$ 962,474</b>	
<b>Fund Balance - Ending</b>	<b>\$ 288,429</b>		<b>\$ 746,472</b>	

**Verano #2**  
**Community Development District**  
**Debt Service Fund Series 2024 Pod D 7**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2025**

	Proposed Budget	Prorated Budge Thru 11/30/25	Actual Thru 11/30/25	Variance
<b>Revenues:</b>				
Special Assessments - Direct Bill	\$ 350,732	\$ -	\$ -	\$ -
Interest Income	10,000	1,667	3,376	1,709
<b>Total Revenues</b>	<b>\$ 360,732</b>	<b>\$ 1,667</b>	<b>\$ 3,376</b>	<b>\$ 1,709</b>
<b>Expenditures:</b>				
<b>Series 2024 Pod D 7</b>				
Interest - 11/01	\$ 138,511	\$ 138,511	\$ 138,511	\$ -
Interest - 05/01	138,511	-	-	-
Principal - 05/01	75,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 352,023</b>	<b>\$ 138,511</b>	<b>\$ 138,511</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ 8,709</b>	<b>\$ (136,845)</b>	<b>\$ (135,135)</b>	<b>\$ 1,709</b>
<b>Other Financing Sources/(Uses):</b>				
Interfund Transfer In/(Out)	\$ (10,000)	\$ (2,370)	\$ (2,370)	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (10,000)</b>	<b>\$ (2,370)</b>	<b>\$ (2,370)</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (1,291)</b>	<b>\$ (139,215)</b>	<b>\$ (137,505)</b>	<b>\$ 1,709</b>
<b>Fund Balance - Beginning</b>	<b>\$ 147,529</b>		<b>\$ 499,298</b>	
<b>Fund Balance - Ending</b>	<b>\$ 146,239</b>		<b>\$ 361,792</b>	

**Verano #2**  
**Community Development District**  
**Capital Projects Fund Series 2020**  
**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
<b><u>Revenues</u></b>				
Interest Income	\$ -	\$ -	\$ 77	77
Developer Contribution	-	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 77</b>	<b>\$ 77</b>
<b><u>Expenditures:</u></b>				
Capital Outlay - Pod C	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Pod D	-	-	-	-
Capital Outlay - Pod E	-	-	-	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 77</b>	<b>\$ 77</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ 960	\$ 960
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 960</b>	<b>\$ 960</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 1,037</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 11,104</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 12,141</b>	

**Verano #2**  
**Community Development District**  
**Capital Projects Fund Series 2024 Pod D 4,5,6**  
**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
<b><u>Revenues</u></b>				
Interest Income	\$ -	\$ -	\$ 33,437	33,437
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,437</b>	<b>\$ 33,437</b>
<b><u>Expenditures:</u></b>				
Capital Outlay - Pod D 4,5,6	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,437</b>	<b>\$ 33,437</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ 4,596	\$ 4,596
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,596</b>	<b>\$ 4,596</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 38,033</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 4,938,853</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$4,976,885</b>	

**Verano #2**  
**Community Development District**  
**Capital Projects Fund Series 2024 Pod D 7**  
**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
<b><u>Revenues</u></b>				
Interest Income	\$ -	\$ -	\$ 29,474	29,474
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,474</b>	<b>\$ 29,474</b>
<b><u>Expenditures:</u></b>				
Capital Outlay - Pod D 7	\$ -	\$ -	\$ -	\$ -
Cost of Issuance	-	-	-	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,474</b>	<b>\$ 29,474</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Interfund Transfer In/(Out)	\$ -	\$ -	\$ 2,370	\$ 2,370
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,370</b>	<b>\$ 2,370</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 31,845</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 4,353,991</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$4,385,836</b>	

**Verano #2**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Revenues:</u></b>													
Special Assessments - Tax Roll	\$ -	\$ 50,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,478
Intergovernmental Transfer*	-	60,465	-	-	-	-	-	-	-	-	-	-	60,465
Interest Income	2,368	2,112	-	-	-	-	-	-	-	-	-	-	4,480
<b>Total Revenues</b>	<b>\$ 2,368</b>	<b>\$ 113,055</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 115,422</b>
<b><u>Expenditures:</u></b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fee	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
FICA Tax	-	61	-	-	-	-	-	-	-	-	-	-	61
Annual Audit	-	500	-	-	-	-	-	-	-	-	-	-	500
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	219	219	-	-	-	-	-	-	-	-	-	-	438
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Website Maintenance	66	66	-	-	-	-	-	-	-	-	-	-	131
Insurance General Liability	8,033	-	-	-	-	-	-	-	-	-	-	-	8,033
Other Current Charges	125	100	-	-	-	-	-	-	-	-	-	-	224
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ 8,617</b>	<b>\$ 1,745</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,362</b>
<b><u>Operations &amp; Maintenance</u></b>													
<b>Common Area Maintenance Expenditures</b>													
Field Management	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Electric Utility Services	1,095	1,097	-	-	-	-	-	-	-	-	-	-	2,192
Electric Utility Services- Streetlights	2,140	2,140	-	-	-	-	-	-	-	-	-	-	4,279
Irrigation Utility Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Midge Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	6,121	6,121	-	-	-	-	-	-	-	-	-	-	12,242
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Entry & Walls Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Plant Replacement	-	850	-	-	-	-	-	-	-	-	-	-	850
Irrigation Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Water Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Pump System Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Trash Collection	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Sweeping	-	-	-	-	-	-	-	-	-	-	-	-	-
Roadways Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Streetsigns Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Décor	-	2,800	-	-	-	-	-	-	-	-	-	-	2,800
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Field Expenditures</b>	<b>\$ 9,855</b>	<b>\$ 13,508</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,364</b>

**Verano #2**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Amenity Center Expenditures</b>													
Amenity Center Management	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,000
Clubhouse Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Access Control	40	248	-	-	-	-	-	-	-	-	-	-	288
Security	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone/Internet	60	64	-	-	-	-	-	-	-	-	-	-	124
Electric Utility Services	587	585	-	-	-	-	-	-	-	-	-	-	1,172
Water Utility Services	159	-	-	-	-	-	-	-	-	-	-	-	159
Property Insurance	11,452	-	-	-	-	-	-	-	-	-	-	-	11,452
Pool Maintenance	1,866	1,800	-	-	-	-	-	-	-	-	-	-	3,666
Landscape Maintenance	1,829	1,829	-	-	-	-	-	-	-	-	-	-	3,658
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services/Supplies	2,100	2,100	-	-	-	-	-	-	-	-	-	-	4,200
A/C Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Trash Collection	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	4,103	-	-	-	-	-	-	-	-	-	-	4,103
<b>Subtotal Amenity Expenditures</b>	<b>\$ 18,592</b>	<b>\$ 11,230</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,822</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 28,448</b>	<b>\$ 24,738</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 53,185</b>
<b>Total Expenditures</b>	<b>\$ 37,065</b>	<b>\$ 26,483</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 63,548</b>
<b>Excess (Deficiency) of Revenues over Expenditur</b>	<b>\$ (34,697)</b>	<b>\$ 86,572</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,875</b>
<b>Net Change in Fund Balance</b>	<b>\$ (34,697)</b>	<b>\$ 86,572</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,875</b>



**Verano #2**  
**Community Development District**  
**Long Term Debt Report**

Series 2017 Pod A, Special Assessment Bonds		
Interest Rate;	3.625%,4.25%,4.75%,5.0%	
Maturity Date:	11/1/2048	
Reserve Fund Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2024		\$4,755,000
Less:	Nov 1, 2025 (Mandatory)	(\$115,000)
<b>Current Bonds Outstanding</b>		<b>\$4,640,000</b>

Series 2017 Pod B, Special Assessment Bonds		
Interest Rate;	3.625%,4.25%,4.75%,5.0%	
Maturity Date:	11/1/2048	
Reserve Fund Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2024		\$3,740,000
Less:	Nov 1, 2025 (Mandatory)	(\$90,000)
<b>Current Bonds Outstanding</b>		<b>\$3,650,000</b>

Series 2017 Pod C, Special Assessment Bonds		
Interest Rate;	3.75%,4.5%,5.0%,5.125%	
Maturity Date:	11/4/2048	
Reserve Fund Requirement:	75% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2024		\$2,685,000
Less:	Nov 1, 2025 (Mandatory)	(\$60,000)
<b>Current Bonds Outstanding</b>		<b>\$2,625,000</b>

Series 2020 Pod C, Special Assessment Bonds		
Interest Rate;	2.875%,3.25%,4.0%	
Maturity Date:	11/1/2050	
Reserve Fund Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2024		\$3,385,000
Less:	May 1, 2026 (Mandatory)	\$0
<b>Current Bonds Outstanding</b>		<b>\$3,385,000</b>

Series 2020 Pod D, Special Assessment Bonds		
Interest Rate;	2.875%,3.25%,4.0%	
Maturity Date:	11/1/2050	
Reserve Fund Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2024		\$4,450,000
Less:	May 1, 2026 (Mandatory)	\$0
<b>Current Bonds Outstanding</b>		<b>\$4,450,000</b>

Series 2020 Pod E, Special Assessment Bonds		
Interest Rate;	2.875%,3.25%,4.0%	
Maturity Date:	5/1/2054	
Reserve Fund Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2024		\$3,355,000
Less:	May 1, 2026 (Mandatory)	\$0
<b>Current Bonds Outstanding</b>		<b>\$3,355,000</b>

Series 2024, Special Assessment Bonds (Pods D4, D5, D6)		
Interest Rate;	4.625%, 5.5%, 5.8%	
Maturity Date:	5/1/2054	
Reserve Fund Requirement:	50% Maximum Annual Debt Service	
Reserve Requirement amount:	\$680,035	
Bonds Issuance: 4/24/2024		\$9,645,000
Less:	May 1, 2026 (Mandatory)	\$0
<b>Current Bonds Outstanding</b>		<b>\$9,645,000</b>

Series 2024, Special Assessment Bonds (Pods D7)		
Interest Rate;	4.55%,4.35%,5.625%	
Maturity Date:	5/1/2055	
Reserve Fund Requirement:	50% Maximum Annual Debt Service	
Reserve Requirement amount:	\$350,703	
Bonds Issuance: 11/7/24		\$5,105,000
Less:	May 1, 2026 (Mandatory)	\$0
<b>Current Bonds Outstanding</b>		<b>\$5,105,000</b>
<b>Total Current Bonds Outstanding</b>		<b>\$36,855,000</b>

**Verano #2**  
**Community Development District**  
**Capital Projects Fund Series 2020**

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

Opening Balance in Construction Account		\$ 11,767,987
Source of Funds:		
	Interest Earned	109,173
	Developer Contribution	198,593
	Interfund Transfer In/(Out)	47,259
Use of Funds:		
Disbursements:		
	Roadways Improvements	\$ (858,695)
	Stormwater Management	(5,428,748)
	Water Distribution System	(4,737,522)
	Streetlighting & Landscaping	(208,263)
	Amenities	(355,660)
	Professional Fees	(307,798)
	COI	(214,188)
	<u>Total</u>	<u>\$ (11,252,178)</u>

<b>Adjusted Balance in Construction Account at November 30, 2025</b>	<b><u>\$ 12,141</u></b>
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**2. Funds Available For Construction at November 30, 2025**

Book Balance of Construction Fund November 30, 2025	\$ 12,141
Construction Funds available at November 30, 2025	<b><u>\$ 12,141</u></b>

**3. Investments - US Bank**

November 30, 2025		<u>Principal</u>
Construction Fund:		\$ 12,141
	Contracts Payable	0
	Balance at 11/30/2025	<b><u>\$ 12,141</u></b>

**Verano #2**  
**Community Development District**  
**Capital Projects Fund Series 2024 Pod 4,5,6**

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

Opening Balance in Construction Account		\$ 8,817,583
Source of Funds:		
	Interest Earned	\$414,884
	Developer Contribution	\$0
	Interfund Transfer In/(Out)	\$47,010
Use of Funds:		
Disbursements:		
	Roadways Improvements	\$ -
	Stormwater Management	(1,523,496)
	Water Distribution System	(2,373,928)
	Streetlighting & Landscaping	-
	Professional Fees	-
	<u>Cost of Issuance</u>	<u>(405,167)</u>
	Total	\$ (4,302,592)

<b>Adjusted Balance in Construction Account at November 30, 2025</b>	<b><u><u>\$4,976,885</u></u></b>
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**2. Funds Available For Construction at November 30, 2025**

Book Balance of Construction Fund November 30, 2025	\$ 4,976,885
Construction Funds available at November 30, 2025	<b><u><u>\$ 4,976,885</u></u></b>

**3. Investments - US Bank**

November 30, 2025		<u>Principal</u>
Construction Fund:		\$ 4,976,885
	Contracts Payable	-
	Balance at 11/30/2025	<b><u><u>\$ 4,976,885</u></u></b>

**Verano #2**  
**Community Development District**  
**Capital Projects Fund Series 2024 Pod 7**

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

Opening Balance in Construction Account		\$ 4,487,278
Source of Funds:		
	Interest Earned	\$174,890
	Developer Contribution	\$0
	Interfund Transfer In/(Out)	\$11,669
Use of Funds:		
Disbursements:		
	Roadways Improvements	\$ -
	Stormwater Management	-
	Water Distribution System	-
	Streetlighting & Landscaping	-
	Professional Fees	-
	<u>Cost of Issuance</u>	<u>(288,000)</u>
	Total	\$ (288,000)

<b>Adjusted Balance in Construction Account at November 30, 2025</b>	<b><u><u>\$4,385,836</u></u></b>
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**2. Funds Available For Construction at November 30, 2025**

Book Balance of Construction Fund November 30, 2025	\$ 4,385,836
Construction Funds available at November 30, 2025	<b><u><u>\$ 4,385,836</u></u></b>

**3. Investments - US Bank**

November 30, 2025		<u>Principal</u>
Construction Fund:		\$ 4,385,836
	Contracts Payable	-
	Balance at 11/30/2025	<b><u><u>\$ 4,385,836</u></u></b>

# Verano #2

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

								Master O&M	GF POD C	PS 85	PS 85	PS 85	PS86	PS86	PS86	PS88	Total
								Verano #5	Verano #2	Verano #2	Verano #2	Verano #2	Verano #2	Verano #2	Verano #2	Verano #2	Total
								\$300,762.91	\$441,415.26	\$396,070.69	\$295,598.32	\$231,531.00	\$234,798.50	\$331,906.29	\$261,498.86	\$737,091.82	\$3,230,673.65
								\$276,701.88	\$406,102.04	\$364,385.03	\$271,950.45	\$213,008.52	\$216,014.62	\$305,353.79	\$240,578.95	\$678,124.47	\$2,972,219.76
								9.31%	13.66%	12.26%	9.15%	7.17%	7.27%	10.27%	8.09%	22.82%	100.00%
								Series 2017	Series 2017	Series 2017	Series 2017	Series 2017	Series 2020	Series 2020	Series 2020	Series 2024	
								Debt Service Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	Debt Service Fund	
								Pod A	Pod B	Pod C	Pod C	Pod D	Pod E	Pod D 4,5,6	Pod D 4,5,6	Pod D 4,5,6	
								2.00%	Pod C only								
Date Received	Description	Gross Tax Received	Discounts/ (Penalties)	Commissions	Property Appraisal	Interest	Net Amount Received	General Fund	General Fund								Total
11/10/25	02/28-11/01/25	\$28,925	\$1,373	\$551	\$0	\$0	\$27,001	\$2,485	\$4,871	\$5,556	\$4,146	\$3,248	\$1,898	\$2,683	\$2,114	\$0	\$27,001
11/17/25	11/01-11/06/25	\$126,580	\$5,063	\$2,430	\$0	\$0	\$119,086	\$11,020	\$18,848	\$17,287	\$12,902	\$10,105	\$9,807	\$13,863	\$10,922	\$14,333	\$119,086
11/21/25	11/07-11/13/25	\$201,006	\$8,040	\$3,859	\$0	\$0	\$189,107	\$17,583	\$26,759	\$25,520	\$19,046	\$14,918	\$13,351	\$18,873	\$14,869	\$38,189	\$189,107
TOTALS		\$356,511	\$14,476	\$6,841	\$0	\$0	\$335,194	\$31,088	\$50,478	\$48,362	\$36,094	\$28,271	\$25,056	\$35,419	\$27,905	\$52,522	\$335,194
YTD collected %								13.59%	18.35%	19.63%	19.63%	19.63%	19.63%	17.08%	17.08%	14.04%	16.97%
YTD Gross collected								\$40,875	\$80,996	\$77,766	\$58,039	\$45,460	\$40,108	\$56,696	\$44,669	\$103,518	\$548,127
YTD Outstanding								\$259,888	\$360,419	\$318,304	\$237,559	\$186,071	\$194,691	\$275,211	\$216,830	\$633,574	\$2,682,547