

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

May 12, 2025

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

May 5, 2025

Board of Supervisors
Terra Lago Community Development District

ATTENDEES:

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

NOTE: Meeting Time

Dear Board Members:

The Board of Supervisors of the Terra Lago Community Development District will hold a Regular Meeting on May 12, 2025 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-06, Approving Proposed Budget(s) for FY 2026; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date
6. Consideration of Disclosure of Public Finance
7. Consideration of Field Management Agreement with Folio Association Management
8. Consideration of Builder's Risk Insurance for GMP-C
9. Ratification Items
 - A. Florida Design Drilling, LLC Change Order No. 2 for Wastewater Treatment Plant GMP-B (Electrical Design Changes)
 - B. Florida Design Drilling, LLC Change Order No. 4 for Wastewater Treatment Plant GMP-E (Add General Contingency)
 - C. Florida Design Drilling, LLC Change Order No. 5 for Wastewater Treatment Plant GMP-E (Electrical Gear)

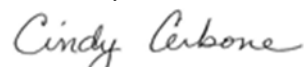
- D. Acquisition of Completed Improvements
 - E. WWTP GMP-C Reuse System Improvements Design-Build Amendment between the District and Florida Design Drilling, LLC
 - F. Change Order No. 1 for GMP-C (ODP) (*will be provided under separate cover*)
 - G. Demand Note Agreement for GMP-C
 - H. Florida Aquastore Change Order No. 2 for 1.2 MGD WWTP (PLC Change)
10. Acceptance of Unaudited Financial Statements as of March 31, 2025
11. Approval of April 4, 2025 Special Meeting Minutes
12. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Meridian Consulting Engineers, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Property Insurance on Vertical Assets
 - NEXT MEETING DATE: June 9, 2025 at 1:00 PM
 - QUORUM CHECK

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

13. Board Members' Comments/Requests
14. Public Comments
15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Carbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06
[FY 2026 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Terra Lago Community Development District (“**District**”) prior to June 15, 2025, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2025
TIME: 1:00 p.m.
LOCATION: Indiantown Realty
16654 S.W. Warfield Blvd.
Indiantown, Florida 34956

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENTS; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF MAY, 2025.

ATTEST:

**TERRA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A
Proposed Budget

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
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**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Estimated	Proposed Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross				\$ -	\$ 915,513
Allowable discounts (4%)				-	(36,621)
Assessment levy: on-roll - net	\$ -	\$ -	\$ -	-	878,892
Assessment levy: off-roll	-	-	-	-	
Landowner contribution	\$ 505,515	\$ 24,837	\$ 274,100	\$ 298,937	\$ 87,631
Interest	-	-	-	-	-
Total revenues	505,515	24,837	274,100	298,937	966,523
EXPENDITURES					
Professional & administrative					
Management**	48,000	10,000	26,000	36,000	48,000
Legal	25,000	4,435	20,565	25,000	25,000
Engineering	2,000	4,900	5,000	9,900	2,000
Audit	3,725	-	3,725	3,725	3,725
Arbitrage rebate calculation*	500	-	500	500	500
Debt service fund accounting***	5,500	-	5,500	5,500	5,500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	5,000	-	5,000	5,000	5,000
Telephone	200	83	117	200	200
Postage	250	136	114	250	250
Printing & binding	500	208	292	500	500
Legal advertising	6,500	1,153	5,347	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	-	5,200	6,350
Contingencies/bank charges	750	515	235	750	1,500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	210	-	210	210
Tax collector	-	-	-	-	18,310
Total professional & administrative	105,515	27,015	74,100	101,115	125,425
Field operations					
Field operations management	-	-	-	-	36,000
Field operations accounting	-	-	-	-	7,000
Landscape maintenance	300,000	-	100,000	100,000	246,288
Plant replacement	-	-	-	-	10,000
Arbor care	-	-	-	-	15,000
Irrigation repairs and maintenance	-	-	-	-	5,000
Irrigation water	-	-	-	-	27,535
Park maintenance	-	-	-	-	14,000
General repairs/pressure washing	-	-	-	-	3,500
Electricity	-	-	-	-	2,500
Trail maintenance	-	-	-	-	15,000
Pond maintenance	-	-	-	-	16,500
Wetland area maintenance	-	-	-	-	27,900
Wetland monitoring and reporting	-	-	-	-	7,500

Erosion repairs	-	-	-	-	2,500
Lake bank and unimproved mowing	-	-	-	-	38,115
Builders risk insurance	-	-	-	-	20,000
Misc. field operations	100,000	-	100,000	100,000	150,000
Amenity center					
Pool maintenance	-	-	-	-	11,700
Amenity center R&M	-	-	-	-	3,500
Janitorial	-	-	-	-	28,860
Access control/monitoring	-	-	-	-	18,000
Potable water	-	-	-	-	1,500
Telephone: pool/clubhouse	-	-	-	-	1,200
Amenity electricity	-	-	-	-	5,000
Internet	-	-	-	-	2,000
Amenity insurance	-	-	-	-	75,000
Amenity contingency	-	-	-	-	50,000
Total field operations	<u>400,000</u>	<u>-</u>	<u>200,000</u>	<u>200,000</u>	<u>841,098</u>
Total expenditures	<u>505,515</u>	<u>27,015</u>	<u>274,100</u>	<u>301,115</u>	<u>966,523</u>
Excess/(deficiency) of revenues					
over/(under) expenditures	-	(2,178)	-	(2,178)	-
Fund balance - beginning (unaudited)	-	(469)	(2,647)	(469)	(2,647)
Fund balance - ending (projected)					
Unassigned	-	(2,647)	(2,647)	(2,647)	(2,647)
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,647)</u>	<u>\$ (2,647)</u>	<u>\$ (2,647)</u>	<u>\$ (2,647)</u>

* These items will be realized when bonds are issued

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

*** For 2nd bond issuance and for each subsequent bond issuance

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

EXPENDITURES

Professional & administrative

Management**	\$ 48,000
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Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal	25,000
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General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering	2,000
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The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit	3,725
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Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation*	500
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To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Debt service fund accounting***	5,500
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Dissemination agent*	1,000
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The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, AD< Hunt & Associates serves as dissemination agent.

Trustee	5,000
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Annual fee for the service provided by trustee, paying agent and registrar.

Telephone	200
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Telephone and fax machine.

Postage	250
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Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding	500
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Letterhead, envelopes, copies, agenda packages

Legal advertising	6,500
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The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee	175
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Annual fee paid to the Florida Department of Economic Opportunity.

Insurance	6,350
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The District will obtain public officials and general liability insurance.

Contingencies/bank charges	1,500
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Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance	705
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Website ADA compliance	210
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Tax collector	18,310
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Field operations management	36,000
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Field operations accounting	7,000
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**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Landscape maintenance	246,288
Plant replacement	10,000
Arbor care	15,000
Irrigation repairs and maintenance	5,000
Irrigation water	27,535
Park maintenance	14,000
General repairs/pressure washing	3,500
Electricity	2,500
Trail maintenance	15,000
Pond maintenance	16,500
Wetland area maintenance	27,900
Wetland monitoring and reporting	7,500
Erosion repairs	2,500
Lake bank and unimproved mowing	38,115
Builders risk insurance	20,000
Misc. field operations	150,000
Amenity center	
Pool maintenance	11,700
Amenity center R&M	3,500
Janitorial	28,860
Access control/monitoring	18,000
Potable water	1,500
Telephone: pool/clubhouse	1,200
Amenity electricity	5,000
Internet	2,000
Amenity insurance	75,000
Amenity contingency	50,000
Total expenditures	<u>\$ 966,523</u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2025
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ -				\$ 430,059
Allowable discounts (4%)	-				(17,202)
Assessment levy: on-roll	-	-	-	-	412,857
Total revenues	-	-	-	-	412,857
EXPENDITURES					
Debt service					
Principal	-	-	-	-	80,000
Interest	-	-	-	-	343,496
Costs of issuance	-	-	246,450	246,450	-
Underwriter's discount	-	-	115,500	115,500	-
Tax collector	-	-	-	-	8,601
Total expenditures	-	-	361,950	361,950	432,097
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(361,950)	(361,950)	(19,240)
OTHER FINANCING SOURCES/(USES)					
Proceeds from bond issuance	-	-	955,074	955,074	-
Original issue discount	-	-	(6,806)	(6,806)	-
Total other financing sources	-	-	948,268	948,268	-
Net change in fund balances	-	-	586,318	586,318	(19,240)
Fund balances - beginning	-	-	-	-	586,318
Fund balances - ending	-	\$ -	\$ 586,318	\$ 586,318	567,078
Use of fund balance:					
Debt service reserve account balance (required)					(404,256)
Interest expense - November 1, 2026					(159,634)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 3,188

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			182,062.10	182,062.10	5,775,000.00
05/01/26	80,000.00	4.500%	161,434.38	241,434.38	5,695,000.00
11/01/26			159,634.38	159,634.38	5,695,000.00
05/01/27	85,000.00	4.500%	159,634.38	244,634.38	5,610,000.00
11/01/27			157,721.88	157,721.88	5,610,000.00
05/01/28	90,000.00	4.500%	157,721.88	247,721.88	5,520,000.00
11/01/28			155,696.88	155,696.88	5,520,000.00
05/01/29	95,000.00	4.500%	155,696.88	250,696.88	5,425,000.00
11/01/29			153,559.38	153,559.38	5,425,000.00
05/01/30	95,000.00	4.500%	153,559.38	248,559.38	5,330,000.00
11/01/30			151,421.88	151,421.88	5,330,000.00
05/01/31	100,000.00	4.500%	151,421.88	251,421.88	5,230,000.00
11/01/31			149,171.88	149,171.88	5,230,000.00
05/01/32	105,000.00	4.500%	149,171.88	254,171.88	5,125,000.00
11/01/32			146,809.38	146,809.38	5,125,000.00
05/01/33	110,000.00	5.625%	146,809.38	256,809.38	5,015,000.00
11/01/33			143,715.63	143,715.63	5,015,000.00
05/01/34	120,000.00	5.625%	143,715.63	263,715.63	4,895,000.00
11/01/34			140,340.63	140,340.63	4,895,000.00
05/01/35	125,000.00	5.625%	140,340.63	265,340.63	4,770,000.00
11/01/35			136,825.00	136,825.00	4,770,000.00
05/01/36	130,000.00	5.625%	136,825.00	266,825.00	4,640,000.00
11/01/36			133,168.75	133,168.75	4,640,000.00
05/01/37	140,000.00	5.625%	133,168.75	273,168.75	4,500,000.00
11/01/37			129,231.25	129,231.25	4,500,000.00
05/01/38	150,000.00	5.625%	129,231.25	279,231.25	4,350,000.00
11/01/38			125,012.50	125,012.50	4,350,000.00
05/01/39	155,000.00	5.625%	125,012.50	280,012.50	4,195,000.00
11/01/39			120,653.13	120,653.13	4,195,000.00
05/01/40	165,000.00	5.625%	120,653.13	285,653.13	4,030,000.00
11/01/40			116,012.50	116,012.50	4,030,000.00
05/01/41	175,000.00	5.625%	116,012.50	291,012.50	3,855,000.00
11/01/41			111,090.63	111,090.63	3,855,000.00
05/01/42	185,000.00	5.625%	111,090.63	296,090.63	3,670,000.00
11/01/42			105,887.50	105,887.50	3,670,000.00
05/01/43	195,000.00	5.625%	105,887.50	300,887.50	3,475,000.00
11/01/43			100,403.13	100,403.13	3,475,000.00
05/01/44	205,000.00	5.625%	100,403.13	305,403.13	3,270,000.00
11/01/44			94,637.50	94,637.50	3,270,000.00
05/01/45	220,000.00	5.625%	94,637.50	314,637.50	3,050,000.00
11/01/45			88,450.00	88,450.00	3,050,000.00
05/01/46	230,000.00	5.800%	88,450.00	318,450.00	2,820,000.00
11/01/46			81,780.00	81,780.00	2,820,000.00
05/01/47	245,000.00	5.800%	81,780.00	326,780.00	2,575,000.00
11/01/47			74,675.00	74,675.00	2,575,000.00
05/01/48	260,000.00	5.800%	74,675.00	334,675.00	2,315,000.00
11/01/48			67,135.00	67,135.00	2,315,000.00
05/01/49	275,000.00	5.800%	67,135.00	342,135.00	2,040,000.00
11/01/49			59,160.00	59,160.00	2,040,000.00
05/01/50	290,000.00	5.800%	59,160.00	349,160.00	1,750,000.00

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/50			50,750.00	50,750.00	1,750,000.00
05/01/51	310,000.00	5.800%	50,750.00	360,750.00	1,440,000.00
11/01/51			41,760.00	41,760.00	1,440,000.00
05/01/52	330,000.00	5.800%	41,760.00	371,760.00	1,110,000.00
11/01/52			32,190.00	32,190.00	1,110,000.00
05/01/53	350,000.00	5.800%	32,190.00	382,190.00	760,000.00
11/01/53			22,040.00	22,040.00	760,000.00
05/01/54	370,000.00	5.800%	22,040.00	392,040.00	390,000.00
11/01/54			11,310.00	11,310.00	390,000.00
05/01/55	390,000.00	5.800%	11,310.00	401,310.00	-
Total	5,775,000.00		6,463,983.98	12,238,983.98	

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll

		FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
		Assessment	Assessment	Assessment	Total
Product/Parcel	Units	per Unit	per Unit	per Unit	Assessment
TH 24'	174	\$ 2,300.28	\$ 699.77	\$ 3,000.05	n/a
SF 40'	98	2,300.28	1,199.61	3,499.89	n/a
SF 50'	120	2,300.28	1,499.51	3,799.79	n/a
SF 60'	6	2,300.28	1,799.41	4,099.69	n/a
Total	398				

Landowner Contribution

		FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
		Assessment	Assessment	Assessment	Total
Product/Parcel	Units	per Unit	per Unit	per Unit	Assessment
SF 40'	1,239	48.96	-	48.96	n/a
SF 50'	346	48.96	-	48.96	n/a
SF 60'	205	48.96	-	48.96	n/a
Total	1,790				

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-07

A RESOLUTION OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of May, 2025.

Attest:

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2025	Regular Meeting	1:00 PM
November 10, 2025	Regular Meeting	1:00 PM
December 8, 2025	Regular Meeting	1:00 PM
January 12, 2026	Regular Meeting	1:00 PM
February 9, 2026	Regular Meeting	1:00 PM
March 9, 2026	Regular Meeting	1:00 PM
April 13, 2026	Regular Meeting	1:00 PM
May 11, 2026	Regular Meeting	1:00 PM
June 8, 2026	Regular Meeting	1:00 PM
July 13, 2026	Regular Meeting	1:00 PM
August 10, 2026	Regular Meeting	1:00 PM
September 14, 2026	Regular Meeting	1:00 PM

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Terra Lago Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of May, 2025.

ATTEST:

**TERRA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/12/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6

This instrument was prepared by:

Ryan J. Dugan, Esq.
Kutak Rock LLP
107 West College Ave
Tallahassee, Florida 32301

DISCLOSURE OF PUBLIC FINANCE

The Terra Lago Community Development District ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent local unit of special purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* ("**Act**"), and established by Ordinance No. 12-2022, which was enacted by the Village of Indiantown, Florida, and which became effective on October 13, 2022. The District currently encompasses approximately 766.48 acres of land located within the Village of Indiantown ("**Village**") within Martin County, Florida ("**County**"). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors ("**Board**"), the members of which are initially elected by landowners within the District and must be at least eighteen (18) years of age, a resident of the State of Florida ("**State**") and a citizen of the United States. Upon the later of six (6) years after the District's establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State and of the District, and who is a registered voter in the County. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Board meetings are noticed in the local newspaper or as otherwise provided by Florida statute and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

For more information about the District, please visit: <http://terralagocdd.net>. Alternatively, please contact the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone (561) 571-0010 ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by the Act to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, reconstruct, maintain, and/or operate community development facilities, services, and improvements within and without the boundaries of the District to consist of, among other things, onsite and offsite roadway improvements, wastewater collection system, water distribution system, reclaim water system, stormwater management system, landscape, hardscape, and irrigation improvements, parks and common areas, and all other infrastructure permitted by the Act.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On June 9, 2023, the Circuit Court of the Nineteenth Judicial Circuit of Florida, in and for Martin County, entered a Final Judgment validating the District's ability to issue not-to-exceed \$166,580,000 in Special Assessment Bonds for infrastructure needs of the District.

Bonds & Assessments

On April 8, 2025, the District issued its \$5,775,000 Special Assessment Bonds, Series 2025 (Assessment Area One) ("**Series 2025 Bonds**") to finance a portion of its capital improvement plan known as the "2025 Project" ("**2025 Project**"). The 2025 Project includes, among other things, public roadways, wastewater, water, reclaimed water, stormwater management, and associated earthwork relating to Phases 1A and 1B of the District. The 2025 Project is estimated to cost approximately \$19,100,900 and is described in more detail in the *Master Capital Improvement Plan*, dated February 2023 (the "**Master Engineer's Report**"), as supplemented by the *First Supplemental Engineer's Report*, dated January 13, 2025 (the "**2025 Supplemental Engineer's Report**") and together with the Master Engineer's Report, the "**Engineer's Report**").

The Series 2025 Bonds are secured by special assessments ("**Series 2025 Assessments**") levied and imposed on benefitted lands within the District. The Series 2025 Assessments are further described in the *Master Special Assessment Methodology Report*, dated March 13, 2023 (the "**Master Assessment Report**"), and the *Final First Supplemental Special Assessment Methodology Report*, dated March 26, 2025 (the "**First Supplemental Assessment Report**") and together with the Master Assessment Report, the "**Assessment Report**").

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by the Act.

Operation and Maintenance Assessments

In addition to the Series 2025 Assessments, the District also imposes on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based

on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the County Tax Collector in the same manner as County property taxes. Alternatively, the District may elect to directly collect any special assessment by sending a direct bill to a given landowner. For delinquent assessments initially billed directly by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's County tax bill. The District reserves the right to change collection methods from year to year.

For more information, please visit: <http://terralagocdd.net>. Additionally, a detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District Office. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of _____, 2025.

WITNESS

**TERRA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2025, by _____, as _____ of TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A
Legal Description of Boundaries of District

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

LEGAL DESCRIPTION

TERRA LAGO
CDD PROPERTY

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

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

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

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

PARCEL CONTAINS 766.48 ACRES, MORE OR LESS.

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

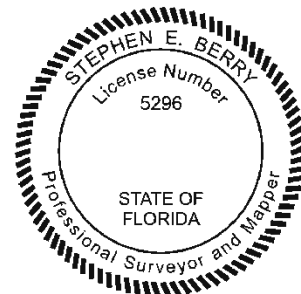
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

**Stephen
Berry**

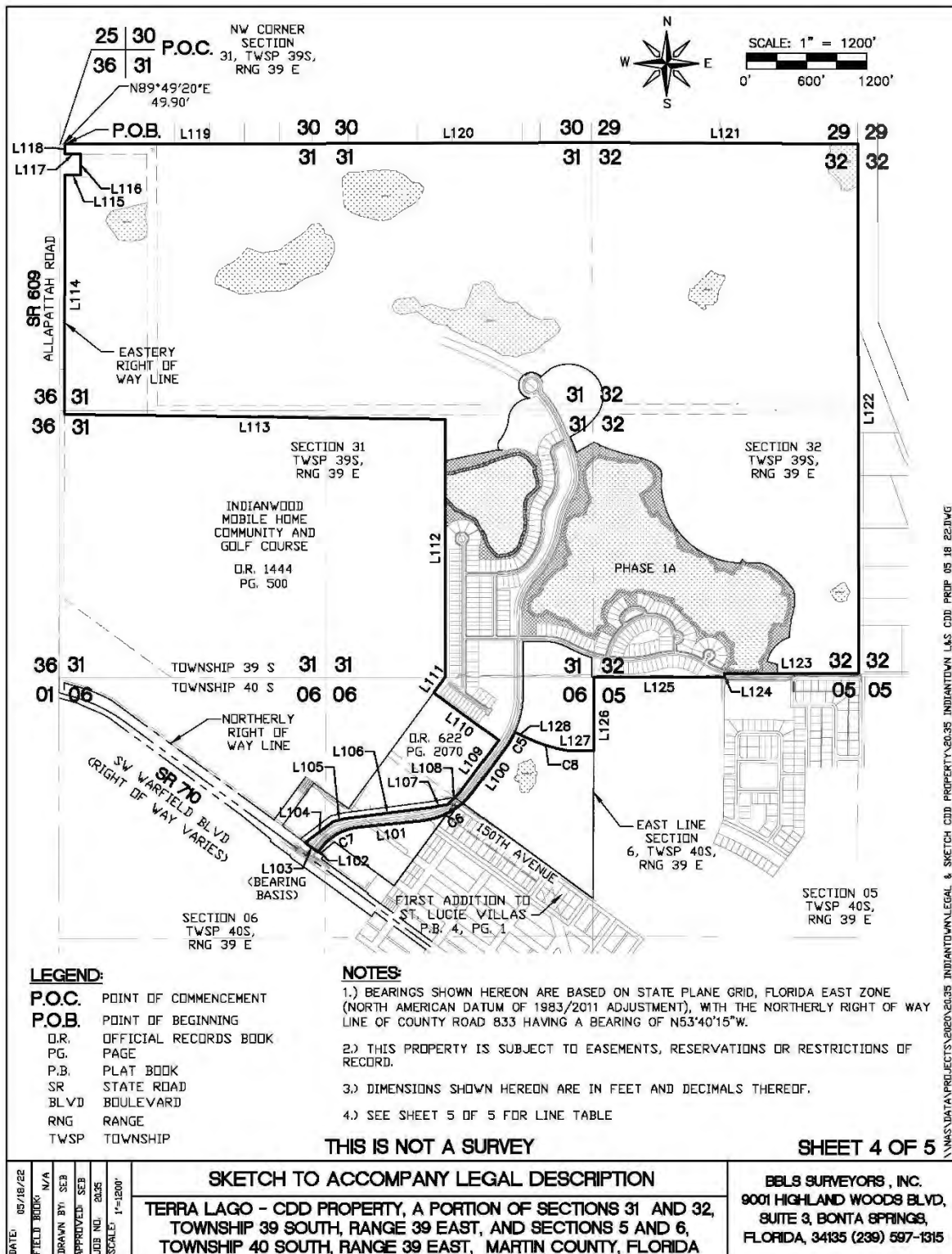
Digitally signed by Stephen Berry
DN: c=US, ou=LS 5296, o=BBL5
Surveyors, Inc., cn=Stephen Berry,
email=sberry@bblsinc.net
Date: 2022.05.18 15:23:21 -04'00'

05/18/22

STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBL5 SURVEYORS INC., (L.B. #8033)
PROOFED BY SEB



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



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

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

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

LEGEND:

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

NOTES:

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

THIS IS NOT A SURVEY

SHEET 5 OF 5

DATE: 05/18/22	FIELD BOOK: N/A	DRAWN BY: SEB	APPROVED: SEB	JOB NO: 8435	SCALE: 1"=1200'	SKETCH TO ACCOMPANY LEGAL DESCRIPTION TERRA LAGO - CDD PROPERTY, A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST, AND SECTIONS 5 AND 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA		EBLS SURVEYORS, INC. 9001 HIGHLAND WOODS BLVD, SUITE 3, BONTA SPRING, FLORIDA, 34135 (239) 597-1315

\\NAS\DATA\PROJECTS\2020\2035 INDIANTOWN LEGAL & SKETCH CDD PROPERTY\2035 INDIANTOWN L&S CDD PROP 05 18 22JWG

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7

FIELD OPERATIONS AGREEMENT

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

TERRA LAGO 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 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

HOME ENCOUNTER HECM, LLC, a Florida limited liability company, d/b/a HomeRiver Group, whose address is 12906 Tampa Oaks Blvd, Suite 100, Temple Terrace, Florida 33617 (the “**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

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. **Contractor’s Obligation.**

A. *Field Operations Management.* The Contractor shall provide the District with field operations management services for the Improvements and shall designate a representative for purposes of reporting to and coordinating with the District (“**Contractor’s Representative**”). The Contractor’s Representative shall initially be **Wayne Faison**, and Contractor shall notify the District in writing of any change in the Contractor’s Representative. Contractor shall be responsible for, and authorized to perform on behalf of the District, general oversight and management of the Improvements, as further described in the “Scope of Services and Responsibilities” attached hereto as **Exhibit A**.

- B. *Inspection.* The Contractor shall conduct periodic inspections of all Improvements. In the event the Contractor discovers any irregularities of, or needs of repair to, the Improvements, the Contractor shall report same to the contractor hired by the District to perform the services for the applicable Improvement (“**District Contractor**”) and the District or its designated representative and Contractor shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Notification of Emergency Repairs.* The Contractor shall immediately notify the District Engineer and District Contractor, or a designated representative, concerning the need for emergency repairs of which Contractor is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- D. *Care of the Property.* The Contractor shall use commercially reasonable efforts to protect the District’s property and the property of landowners or other entities from damage by the Contractor, its employees or contractors. The Contractor agrees to promptly repair any damage to such property resulting from the Contractor’s activities and work and to notify the District of the occurrence of such damage caused by the Contractor’s activities within forty-eight (48) hours.
- E. *Limitations on Contractor’s Duties.* Notwithstanding anything contained herein to the contrary:
 - i. The Contractor shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Contractor have the authority to approve change orders or additional services. Any proposals for change orders or additional services must be submitted to the District Manager for consideration by the District’s Board of Supervisors.
 - ii. The Contractor shall not be required to make exhaustive or continuous on-site inspections to check the District’s property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.

3. **Compensation.** The District shall pay the Contractor \$1,000.00 per month for the provision of field operations management services pursuant to the terms of this Agreement.

4. **Term; Termination.**

- A. The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2025, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days’ written notice of its intent to not renew the Agreement.

- B.** Notwithstanding the foregoing, the Contractor and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice with or without cause. In the event of any termination, the Contractor and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties. Any termination of this Agreement shall not release District from its obligation to pay Contractor the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

5. **Insurance.** The Contractor shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Contractor shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

6. **Indemnity.** 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. 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, 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, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

7. **Recovery of Costs and Fees.** In the event either the District or the Contractor are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Contractor, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

8. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for

the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. **Assignment.** Neither Party may assign this Agreement without the prior written approval of the other.

10. **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.

11. **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.

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

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

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

15. **Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and 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 the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

17. **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. Venue shall be in the County in which the District is located.

18. **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 **Craig Wrathell ("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 the 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 (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. **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.

20. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated

fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

21. **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 448.09(1), *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.

22. **Compliance with Section 20.055, Florida Statutes.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

23. **Statement Regarding Chapter 287 Requirements.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____
Date: _____

HOME ENCOUNTER HECM, LLC

By: _____
Its: _____
Date: _____

Exhibit A: Scope of Services and Responsibilities
Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A
Scope of Services

Managerial Services – \$1,000.00 per month

1. Operate the Common Elements and other property owned by the CDD (the “Property”) according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District’s policies and Rules of Procedure.
3. Solicit and negotiate bids for purchases of services and materials to the -District at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.
7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District’s governing documents, the Rules and Regulations, and architectural guidelines.
8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Agent may charge the fee for attendance of any additional District Board meetings beyond 12 District Board meetings held during weekdays/ non - Holiday per fiscal year. Any meeting over 3

hours will be billed at \$100 per hour for the time over the three-hour limit. Lastly, any meeting requiring Agent participation that extends beyond 9pm will be billed at \$100 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$100 per hour.

EXHIBIT B

Certificate of Insurance

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

AIA® Document G741™ – 2015

Change Order for a Design-Build Project

PROJECT (Name and address): The development of a new wastewater treatment plant ("WWTP") and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the "Village"), as set forth in more detail in the Contract	CHANGE ORDER NUMBER: 2 DATE: 4/18, 2025	OWNER: <input type="checkbox"/> DESIGN-BUILDER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO DESIGN-BUILDER (Name and address): Florida Design Drilling, LLC, a Florida limited liability company, 7733 Hooper Road, West Palm Beach, Florida 33411	OWNER'S PROJECT NUMBER: GMP-B DESIGN-BUILD CONTRACT DATE: January 2, 2024 DESIGN-BUILD CONTRACT FOR: The Terra Lago Community Development District, as owner of the Project and Owner for purposes of the Contract, and the Village of Indiantown, Florida, as owner of Project site.	

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Changes to electrical design due to differing actual site conditions of existing conduits and further planning for GMP-D. See attached revised quote.

The original Contract Sum was	\$ 1,892,565.73
The net change by previously authorized Change Orders	\$ -674,739.87
The Contract Sum prior to this Change Order was	\$ 1,217,825.86
The Contract Sum will be decreased by this Change Order in the amount of	\$ -29,238.41
The new Contract Sum including this Change Order will be	\$ 1,188,587.45

The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is July 24, 2025

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Florida Design Drilling LLC
DESIGN-BUILDER (Firm name)
7733 Hooper Road, West Palm Beach, FL 33411
ADDRESS
Jeffrey Holst
BY (Signature)
Jeffrey Holst, Senior Vice President
(Typed name)
4/15/25
DATE

Terra Lago CDD
OWNER (Firm name)
2300 Glades Rd. Suite 410 W, Boca Raton, FL
ADDRESS 33431
Joshua Kellam
BY (Signature)
Joshua Kellam
(Typed name)
04/18/2025
DATE

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

AIA® Document G741™ - 2015

Change Order for a Design-Build Project

PROJECT (Name and address): The development of a new wastewater treatment plant ("WWTP") and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the "Village"), as set forth in more detail in the Contract	CHANGE ORDER NUMBER: 4 DATE: 4/18, 2025	OWNER: <input type="checkbox"/> DESIGN-BUILDER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO DESIGN-BUILDER (Name and address): Florida Design Drilling, LLC, a Florida limited liability company, 7733 Hooper Road, West Palm Beach, Florida 33411	OWNER'S PROJECT NUMBER: GMP-E DESIGN-BUILD CONTRACT DATE: January 2, 2024 DESIGN-BUILD CONTRACT FOR: The Terra Lago Community Development District, as owner of the Project and Owner for purposes of the Contract, and the Village of Indiantown, Florida, as owner of Project site.	

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Add contingency amount including markup.

The original Contract Sum was	\$ 13,580,169.97
The net change by previously authorized Change Orders	\$ -11,408,777.18
The Contract Sum prior to this Change Order was	\$ 2,171,392.79
The Contract Sum will be increased by this Change Order in the amount of	\$ 110,000.00
The new Contract Sum including this Change Order will be	\$ 2,281,392.79

The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 520 calendar days after execution of GMP-E

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Florida Design Drilling LLC

DESIGN-BUILDER (Firm name)
7733 Hooper Road, West Palm Beach, FL 33411
ADDRESS
Jeffrey Holst
BY (Signature)
Jeffrey Holst, Senior Vice President
(Typed name)
4/15/25
DATE

Terra Lago CDD
OWNER (Firm name)
2300 Glades Rd. Suite 410W, Boca Raton FL 33431
ADDRESS
Joshua Kellam
BY (Signature)
Joshua Kellam
(Typed name)
04/18/2025
DATE

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS C

AIA® Document G741™ – 2015

Change Order for a Design-Build Project

PROJECT (Name and address): The development of a new wastewater treatment plant ("WWTP") and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the "Village"), as set forth in more detail in the Contract	CHANGE ORDER NUMBER: 5 DATE: April 29, 2025	OWNER: <input type="checkbox"/> DESIGN-BUILDER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO DESIGN-BUILDER (Name and address): Florida Design Drilling, LLC, a Florida limited liability company, 7733 Hooper Road, West Palm Beach, Florida 33411	OWNER'S PROJECT NUMBER: GMP-E DESIGN-BUILD CONTRACT DATE: January 2, 2024 DESIGN-BUILD CONTRACT FOR: The Terra Lago Community Development District, as owner of the Project and Owner for purposes of the Contract, and the Village of Indiantown, Florida, as owner of Project site.	

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Work associated with electrical gear for GMP-E, less owner direct purchased materials to be covered by purchase order with supplier

The original Contract Sum was	\$ 13,580,169.97
The net change by previously authorized Change Orders	\$ -11,298,777.18
The Contract Sum prior to this Change Order was	\$ 2,281,392.79
The Contract Sum will be increased by this Change Order in the amount of	\$ 104,300.35
The new Contract Sum including this Change Order will be	\$ 2,385,693.14

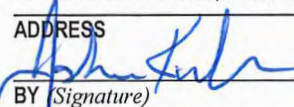
The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 520 calendar days after execution of GMP-E

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

DESIGN-BUILDER (Firm name)	Terra Lago CDD
ADDRESS	2300 Glades Road, Suite 410W, Boca Raton, FL
BY (Signature)	
(Typed name)	Joshua Kellam, Chair
DATE	4/29/25

AIA® Document G741™ – 2015

Change Order for a Design-Build Project

PROJECT (Name and address): The development of a new wastewater treatment plant ("WWTP") and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the "Village"), as set forth in more detail in the Contract	CHANGE ORDER NUMBER: 5 DATE: April 29, 2025	OWNER: <input type="checkbox"/> DESIGN-BUILDER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO DESIGN-BUILDER (Name and address): Florida Design Drilling, LLC, a Florida limited liability company, 7733 Hooper Road, West Palm Beach, Florida 33411	OWNER'S PROJECT NUMBER: GMP-E DESIGN-BUILD CONTRACT DATE: January 2, 2024 DESIGN-BUILD CONTRACT FOR: The Terra Lago Community Development District, as owner of the Project and Owner for purposes of the Contract, and the Village of Indiantown, Florida, as owner of Project site.	

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Work associated with electrical gear for GMP-E, less owner direct purchased materials to be covered by purchase order with supplier

The original Contract Sum was	\$ 13,580,169.97
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The new Contract Sum including this Change Order will be	\$ 2,385,693.14

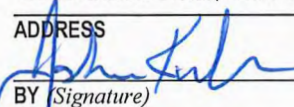
The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 520 calendar days after execution of GMP-E

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

DESIGN-BUILDER (Firm name)	Terra Lago CDD
ADDRESS	2300 Glades Road, Suite 410W, Boca Raton, FL
BY (Signature)	
(Typed name)	Joshua Kellam, Chair
DATE	4/29/25

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS D

_____, 2025

Board of Supervisors
Terra Lago Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

RE: Letter Agreement For Acquisition of Certain Terra Lago Infrastructure Improvements

Dear Sir or Madam,

Pursuant to the *Acquisition Agreement*, effective August 14, 2023 ("**Acquisition Agreement**"), by and between the Terra Lago Community Development District ("**District**") and Terra Lago, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Developer created the Improvements consistent with the District's *Master Capital Improvement Plan* dated February 2023, as supplemented that certain *First Supplemental Engineer's Report* dated January 13, 2025. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, to the extent available, the amount identified on **Exhibit A** attached hereto which represents the actual cost of constructing and/or creating the Improvements and which Developer has paid to date. Subject to the terms of the Acquisition Agreement, this amount, less the Contribution Requirement (as defined herein), will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed to contractors, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, and the availability of bond proceeds, the District may process the remaining amounts by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any bonds or other forms of security necessary to transfer the utilities and offsite Improvements to the applicable governmental entity.
- As set forth in Exhibit A, the Developer has paid the "**Costs Paid**" to construct the Improvements. In recognition of a contribution of infrastructure required to be paid by the Developer to the District to reduce assessment levels pursuant to the *Final First Supplemental Methodology Report* dated March 26, 2025 ("**Contribution Requirement**"), the amount to be paid to the Developer by the District will be reduced by the Contribution Requirement ("**Net Costs Paid**").

[SIGNATURE PAGE FOLLOWS]

[Signature Page – Developer Request Letter]

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

TERRA LAGO, LLC



Name: Joshua Kellam
Title: Chairman, Board of Supervisors



Name: Adam M. Carroll
Title: COO

EXHIBIT A
Description of Improvements

The following improvements constructed in and for the Terra Lago Community Development District's capital improvement plan as described in the District's First Supplemental Engineer's Report dated January 13, 2025, and located in Phase 1A of the development known as "Terra Lago" as shown on the plat known as "Terra Lago – Phase 1A and 1B" as recorded at Plat Book 22, Pages 52 - 81, inclusive, of the Official Records of Martin County, Florida:

Stormwater Management – All drainage and surface water management systems including but not limited to, surface water control structures, and pipes, and general conditions and earthwork associated therewith.

Potable Water Distribution - All public potable water improvements to the point of delivery or connection, including but not limited to all mains, lines, pipes, structures, meters, fittings, valves, services, tees, laterals, facilities, equipment and appurtenances thereto, and general conditions and earthwork associated therewith.

Onsite Roadways - All public roads, pavement, curbing and other physical improvements located within those public rights-of-way, to the extent not already reflected in Stormwater Management herein, and general conditions and earthwork associated therewith.

Total for all of the foregoing:

Improvement	Total Value	Balance to Finish	Retainage	Costs Paid*
Stormwater Management	\$4,393,533.00	\$340,565.00	\$405,296.80	\$3,647,671.20
Potable Water	2,052,597.00	78,735.00	197,386.20	1,776,475.80
Onsite Roadways	1,008,810.00	202,011.80	80,679.82	726,118.38
TOTAL:	\$7,454,940.00	\$621,311.80	\$683,362.82	\$6,150,265.38
Less Contribution Requirement				(\$389,896.35)
Net Costs Paid				\$5,760,369.03

* Represents the total amount Developer has paid to the Contractor as of February 25, 2025, and does not include amounts still owed to contractors (balance to finish & retainage), if any.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS E

AIA[®] Document A141[®] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141TM–2014, Standard Form of Agreement Between Owner and Design-Builder dated the «2nd» day of «January» in the year 2024 (the “Contract”)

(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

The development of a new wastewater treatment plant (“WWTP”) and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the “Village”), as set forth in more detail in the Contract.

THE OWNER:

(Name, legal status and address)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT »« a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended »

« c/o District Manager

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Telephone: (561) 571-0010

Email: gillyardd@whhassociates.com

THE DESIGN-BUILDER:

(Name, legal status and address)

« Florida Design Drilling, LLC »« a Florida limited liability company »

« 7733 Hooper Road

West Palm Beach, Florida 33411

Telephone: (561) 844-2967 »

The Owner and Design-Builder hereby amend the Contract as follows.

TABLE OF ARTICLES

A.1 SCOPE OF THE AUTHORIZED WORK AND CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE AUTHORIZED WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner authorizes the Design-Builder to proceed with the portion of the Work as set forth in Exhibit 1 to this Amendment referred to herein as “GMP C – Reuse System Improvements” (hereinafter, the “**Authorized Work**”). The Owner shall pay the Design-Builder the Contract Sum for the Authorized Work in current funds for the Design-Builder’s performance of the Authorized Work after the execution of this Amendment. The Contract Sum for the Authorized Work shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

[☐] Stipulated Sum, in accordance with Section A.1.2 below

[☐] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[☒] Cost of the Authorized Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

~~§ A.1.2 Stipulated Sum~~

~~§ A.1.2.1~~ The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

~~§ A.1.2.2~~ The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

N/A

~~§ A.1.2.3~~ Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

N/A

~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

~~§ A.1.3.1~~ The Cost of the Work is as defined in Article A.5, Cost of the Work.

~~§ A.1.3.2~~ The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

N/A

§ A.1.4 Cost of the Authorized Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Authorized Work is as defined in Article A.5.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Authorized Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Authorized Work.)

The Design-Builder's Fee is an amount equal to TEN PERCENT (10%) of the Costs of the Authorized Work attributable to indirect costs (including profit, overhead, and general and administrative costs), as shown on **Exhibit 1** of this Amendment- GMP Cost Breakdown and Allowances.

For all additive Change Orders relative to the Authorized Work, the Owner shall pay, in addition to all costs of any such changes, TEN PERCENT (10%) of the additional Costs of the Authorized Work incurred for that Change Order attributable to profit and general and administrative costs. There shall be no reduction in the Design-Builder's Fee for deductive scope changes.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Authorized Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed **«ONE MILLION TWENTY-SIX THOUSAND THREE HUNDRED FOURTEEN DOLLARS AND SEVENTY-SIX CENTS»** (\$**«1,026,314.76»**) (the "**Guaranteed Maximum Price**" or "**GMP**"), subject to additions and deductions for changes in the Authorized Work as provided in the Design-Build Documents. The

Guaranteed Maximum Price includes all of the Design-Builder's costs to perform the Authorized Work, including i) the Design Builder's Fee, ii) general conditions, iii) direct costs, and iv) indirect costs (including profit, overhead, and other general and administrative expenses), in accordance with Article A.5 herein. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. For the avoidance of doubt, the GMP does not include any applicable taxes required to complete the Authorized Work.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

"GMP Savings" means the difference, as of the date of final completion of the Work, between (i) the Guaranteed Maximum Price (as it may be adjusted in accordance with the terms of the Design-Build Documents, including by reducing it by the amount of any unspent contingency and allowance amounts) and (ii) the total aggregate sum of the Cost of the Work plus the Design-Builder's Fee. GMP Savings shall be for the sole benefit of the Owner and the Design-Builder shall not be entitled to any additional compensation on account of any GMP Savings.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. *(Provide information below or reference an attachment.)*

Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Authorized Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

The prices indicated for the alternates on the schedule of values are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such alternate prices apply.

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

N/A

Such unit prices are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Authorized Work to which such unit prices apply.

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Refer to Exhibit 1 to this Amendment.

§ A.1.4.3.6 The Design-Builder's contingency shall be available to cover expenses which are reimbursable as Costs of the Authorized Work (except as provided below), including unforeseen costs that result from (a) errors by the Design-Builder in estimating time or money, (b) additional costs incurred as a result of the default by Contractors or items omitted by the Design-Builder in the formulation of the GMP, (c) time extensions to the extent not provided for by the Contract, (d) costs to the extent the sum of the contracted costs exceed the sum of the contract costs in the GMP, and (e) casualty losses and related expenses, not compensated by insurance or otherwise, and sustained by the Design-Builder in connection with the Authorized Work. Reimbursement from the contingency shall not be made for any losses or expenses for which the Design-Builder would have been indemnified or compensated by bonds or insurance, but for the failure of the Design-Builder to procure and maintain bonds or insurance in accordance with the requirements of the Contract or the failure of the Design-Builder to comply with the requirements of any sureties or insurance carriers providing coverage for the Project. The Design-Builder shall submit to the Owner monthly written notice of contingency use, provided that expenditures of more than Five Thousand Dollars (\$5,000) from the contingency for any one item or group of related items shall require the Owner's prior written approval, such approval

not to be unreasonably withheld. No sums may be charged to the contingency for: (i) costs which arise out of the Design-Builder's gross negligence, intentional misconduct, a material breach of the Contract, disputes with employees of the Design-Builder or the Design-Builder Parties or subcontractor or subconsultant working on the Project or with any union representing such employees, (ii) costs not otherwise subject to inclusion in a Cost of the Authorized Work category of the GMP, (iii) costs to the extent arising from delays by the Design-Builder or delays caused by those for whom the Design-Builder is responsible, including overtime costs, or (iv) liquidated damages. The Design-Builder is not entitled to payment of sums which are otherwise properly chargeable to the contingency to the extent (i) such sums are reasonably chargeable to the Design-Builder Parties or other responsible person or entity, (ii) the Design-Builder failed to notify the Owner or its insurance carrier, if applicable, of the event which results in the claim to the contingency resulting in coverage disclaimer, or (iii) such sums exceed the available contingency set forth in the GMP. The Design-Builder shall reconcile the contingency monthly. All unspent contingency shall accrue to the benefit of the Owner. Upon final completion of the Authorized Work and before final payment, there shall be executed and/or issued a deductive Change Order that reduces the GMP by the amount of the unspent contingency.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment and all required supporting information and documentation submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ A.1.5.1.3 The Design-Builder shall prepare a monthly draft Application for Payment to be reviewed and discussed with the Owner and the Village at a meeting to be held no later than the « 25th » day of each month. The Design-Builder shall revise the draft Application for Payment, if necessary, resulting from discussions held during such meeting. Provided that an Application for Payment and all required supporting documentation and information is received, the Owner shall make payment of the undisputed amount to the Design-Builder not later than twenty-five (25) business days after receipt. *(Federal, state or local laws may require payment within a certain period of time.)*

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Authorized Work, or the Cost of the Authorized Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Authorized Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Authorized Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum for the Authorized Work among the various portions of the Authorized Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Authorized Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builders shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by THE OWNER, suitably stored off the site at a location agreed upon in writing), less retainage of 5 percent (5%);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builders, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

N/A

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builders through the end of the period covered by the Application for Payment and for which Design-Builders has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

1. Take the Cost of the Work as described in Article A.5 of this Amendment;
2. Add the Design-Builders' Fee, less retainage of 5 percent (5%). The Design-Builders' Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builders' Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
3. Subtract retainage of 5 percent (5%) from that portion of the Work that the Design-Builders self-performs;
4. Subtract the aggregate of previous payments made by the Owner;

- ~~.5 Subtract the shortfall, if any, indicated by the Design Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design Builder shall execute agreements in accordance with those terms.~~

§ A.1.5.4 Progress Payments—Cost of the Authorized Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Authorized Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Authorized Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Authorized Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Authorized Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Authorized Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Authorized Work as determined by multiplying the percentage of completion of each portion of the Authorized Work by the share of the Guaranteed Maximum Price allocated to that portion of the Authorized Work in the schedule of values less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Authorized Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Contract.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Authorized Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of five percent (5%);
- .3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Authorized Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Authorized Work bears to a reasonable estimate of the probable Cost of the Authorized Work upon its completion;
- .4 Subtract retainage of five percent (5%) from that portion of the Authorized Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Contract.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Design-Builder Parties and (2) the percentage of retainage held on agreements with the Design-Builder Parties; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4.4 Reduction or limitation of retainage, if any, shall be as follows:

The Owner shall have the option but not the obligation to reduce the retainage requirements of the Contract or release any portion of retainage prior to the date such retainage would otherwise be due under the Contract.

Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Design-Builder or (ii) any other right or remedy the Owner has under the Design-Build Documents, at law, or in equity.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum for the Authorized Work, shall be made by the Owner to the Design-Builder not later than twenty-five (25) business days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Contract have been satisfied as they apply to the Authorized Work, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Authorized Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Authorized Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Contract have been met, the Owner will, within seven (7) days after receipt of the written report of the Owner's auditors, either approve a final payment, or notify the Design-Builder in writing of the reasons for withholding the payment as provided in Section 9.5.1 of the Contract.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Contract at Section 1.4.13, for purposes of this Amendment, is the period of time, including authorized adjustments, for Substantial Completion of the Authorized Work. The Milestone Dates, which set forth the dates of Substantial Completion and final completion of the construction phase of the Authorized Work, as applicable, are attached hereto as Exhibit 2 to this Amendment.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Authorized Work not later than **«TWO HUNDRED SEVENTY»** (**«270»**) days from the date of this Amendment, and as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Authorized Work, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Authorized Work.)

The Design-Builder acknowledges that the Owner will suffer damages if the Design-Builder does not achieve substantial completion of the Authorized Work before the expiration of the Contract Time (the “**Substantial Completion Deadline**”). The specific damages for such delays are difficult to determine at this time, but the parties agree that the liquidated amount specified below in this Section A.2.2 represent reasonable estimates of the damages the Owner will incur for each day of delay beyond the Substantial Completion Deadline and bear a reasonable relationship to the Owner’s risk of loss due to the Design-Builder’s failure to meet the Substantial Completion Deadline. Accordingly, as liquidated damages, and not as a penalty, the Design-Builder shall pay to the Owner One Thousand Dollars (\$1,000) for each day that Substantial Completion of the Authorized Work is delayed beyond the Substantial Completion Deadline. The Owner may deduct liquidated damages prescribed in this Section from any unpaid amounts then or thereafter due the Design-Builder under this Amendment and any liquidated damages not so deducted shall be payable to the Owner by the Design-Builder upon demand by the Owner. It is further mutually understood and agreed that, while the liquidated damages specified in this Section A.2.2 are the Owner’s sole monetary remedy for the Design-Builder’s failure to achieve Substantial Completion of the Authorized Work by the Substantial Completion Deadline, the Owner’s assessment of liquidated damages for delays is intended to compensate the Owner solely for the Design-Builder’s failure to timely complete the Authorized Work by the Substantial Completion Deadline and shall not release the Design-Builder from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are determined by a court or arbitrator(s) of competent jurisdiction to be unenforceable, the Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of the Design-Builder’s failure to timely achieve Substantial Completion of the Authorized Work. The Owner’s right to liquidated damages hereunder is self-executing and no prior notice or Claim by the Owner is required as a condition precedent to the Owner’s right to offset liquidated damages from amounts otherwise due the Design-Builder or to otherwise pursue recovery of liquidated damages. If the Design-Builder disputes any liquidated damages to which the Owner asserts it is entitled, the Design-Builder may make a Claim in accordance with the terms of the Contract.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ **A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ **A.3.1.1** The Supplementary and other Conditions of the Contract: Refer to the Contract.

§ **A.3.1.2** The Specifications: Refer to Exhibit 1 to this Amendment.

§ **A.3.1.3** The Drawings: Refer to the Contract.

§ **A.3.1.4** The Sustainability Plan, if any: Refer to the Contract

Other identifying information: N/A

§ **A.3.1.5** Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances: Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

.2 Contingencies: Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ **A.3.1.6** Design-Builder’s assumptions and clarifications: Refer to Exhibit 1 of this Amendment

§ **A.3.1.7** Deviations from the Owner’s Criteria as adjusted by a Modification: Refer to Exhibit 1 of this Amendment

§ **A.3.1.8** To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner and the Village for review, indicate any such submissions below: Refer to the Contract

ARTICLE A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ **A.4.1** The Design-Builder’s key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent: Refer to **Exhibit E** to the Contract- Key Personnel

.2 Project Manager: Refer to **Exhibit E** to the Contract - Key Personnel

.3 Others: Refer to **Exhibit E** to the Contract - Key Personnel

§ **A.4.2** The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.): Refer to the Contract

ARTICLE A.5 COST OF THE AUTHORIZED WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

The term “Costs” shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Authorized Work, less all discounts and rebates that shall be taken by the Design-Builder, subject to Section A.5.3 below, and salvages. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Authorized Work shall include only the items set forth in this Section A.5.1. In no event shall there be duplication of costs (i.e. charging the same item of the Cost of the Authorized Work in two separate categories) of Costs of the Authorized Work.

§ A.5.1.1 Labor Costs

§ **A.5.1.1.1** Wages of construction workers directly employed by the Design-Builder to perform the construction of the Authorized Work at the site or, with the Owner's prior approval, at off-site workshops.

§ **A.5.1.1.2** With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Authorized Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Authorized Work.)

Refer to **Exhibit G to the Contract**- Schedule of Values- Assumptions & Design Services

Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ **A.5.1.1.3** Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Authorized Work, but only for that portion of their time required for the Authorized Work.

§ **A.5.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Authorized Work under Section A.5.1.1.

§ **A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to any Design-Builder Party or supplier, with the Owner's prior approval.

§ **A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Design-Builder Parties and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ **A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Authorized Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Authorized Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Authorized Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on

the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Reasonable rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Authorized Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Authorized Work and for which the Design-Builder is liable.

§ **A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Contract or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ **A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents.

§ **A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Authorized Work.

§ **A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ **A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Contract and in the performance of the Authorized Work.

§ **A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Authorized Work.

§ **A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Authorized Work.

§ **A.5.1.6 Other Costs and Emergencies**

§ **A.5.1.6.1** Other costs necessarily incurred in the performance of the Authorized Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property so long as such costs were not due to the Design-Builder, Design-Builder Party, or any subcontractor's negligence or intentional acts or omissions.

§ A.5.1.6.3 Costs of repairing or correcting damaged Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Authorized Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Authorized Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Authorized Work shall not include the items listed below and the Design-Builder shall not be separately or otherwise reimbursed for such costs:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Authorized Work;
- .5 Except as provided in Section A.5.1.6.3 of the Contract, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .8 Costs incurred prior to the Owner's approval when such approval is required by the Contract.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that any and all such discounts, rebates, refunds, and other similar considerations can be secured. If such discounts are available and the Design-Builder cannot obtain them, the Design-Builder shall make the Owner aware of such discounts and other considerations and advise the Owner how to obtain them. In addition, the Design-Builder shall endeavor to combine material and equipment requirements and take such other reasonable measures to purchase material and equipment at the best possible prices. The Design-Builder shall make such provisions and take such actions to secure discounts, rebates and refunds to the fullest extent reasonable.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Authorized Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Authorized Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee and shall not provide for retainage of less than five percent (5%) without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Authorized Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Contract shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.4.4 If the Design-Builder desires to perform, with its own forces or through an affiliate, portions of the Authorized Work customarily performed by Subcontractors (the "**Self-Performed Work**"), the Design-Builder shall notify the Owner in writing. At the request of the Owner, the Design-Builder or its affiliate, as the case may be, must submit a bid for the Self-Performed Work, and the Contractor shall obtain no less than two (2) bids for such Work from potential Contractors that are acceptable to the Owner. With respect to any bid for Self-Performed Work, neither the Design-Builder nor its affiliates shall allocate any costs, fees or overhead in connection with any Self-Performed Work to the "General Conditions Costs" line item(s) in the schedule of values or use the Authorized Work allocable to such General Conditions Costs to support the Self-Performed Work in any way that differs from that which applies to all other bidders. The Design-Builder shall be permitted to perform the Self-Performed Work with its own forces or through an affiliate only if (i) the Owner consents thereto in writing after full disclosure in writing by the Design-Builder to the Owner of such request and the affiliation or relationship of any affiliate to the Design-Builder, which consent may be withheld at the Owner's sole discretion, and (ii) the Owner approves in writing any contract, purchase order, agreement or other arrangement between the Design-Builder and any affiliate proposed for such Work. Any Self-Performed Work by the Design-Builder's own forces or through an affiliate shall be identified as a separate line item on the Guaranteed Maximum Price and/or schedule of values.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Authorized Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of seven (7) years after final payment, or for such longer period as may be required by Applicable Laws and Requirements.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Amendment and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Authorized Work in an expeditious and economical manner consistent with the Owner's interests.

§ A.6 Counterparts


This Amendment may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Amendment, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Amendment, a document signed and transmitted by facsimile or by emailed PDF scan shall be treated as an original document. The signature of any party on a faxed or

emailed PDF scanned version of this Amendment shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either party, any facsimile or PDF scanned document shall be re-executed by both parties in original form. No party to this Amendment may raise the use of facsimile, emailed PDF scan or the fact that any signature was transmitted by facsimile or email as a defense to the enforcement of this Amendment or any amendment executed in compliance with this Article.

[Signature page follows]

[Signature Page – GMP-C]

This Amendment to the Contract entered into as of 29th day of April 2025.



THE OWNER (Signature)
« »« » Joshua Kellam, Chair

(Printed name and title)



DESIGN-BUILDER (Signature)
« »« » Jeffrey Holst, Senior Vice President

(Printed name and title)

EXHIBIT 1 TO DESIGN BUILD AMENDMENT
CONTRACTOR'S GMP COST BREAKDOWN AND ALLOWANCES



April 30, 2025

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP C – Reuse System Improvements

We are pleased to offer this Guaranteed Maximum Price (GMP) proposal to furnish all labor and equipment to perform construction services identified below for the Reuse System for the Indiantown WWTP.

Total Lump Sum Price: \$1,026,314.76(see attached schedule of values)

Included in our proposed scope of work per the attached plans:

- Tank repairs, sandblasting, and coatings.
- Splitter box coatings.
- Tank wind girder replacement.
- Removal of existing filter media and underdrains from the filter tanks.
- Furnish only pumps per the attached chart. Installation and piping to be included in a later change order.
- Increase the size of the existing 6” outlet to 12” for the reuse clearwell tank including demolition of the existing 6” piping.
- Engineer oversight during construction.
- Demand note premium costs proportional to the cost of the work in this GMP.

7733 Hooper Road, West Palm Beach, FL 33411

www.FLDrilling.com

Phone: 561-844-2966 Fax: 561-844-2967

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104



Excluded in our proposed scope of work:

- Items related to this pump station to be furnished and installed under a later GMP:
 - Pumps, equipment and filter media installation including site work, piping, concrete.
 - Instrumentation and control panels.
 - Electrical.
 - Restoration.
 - Building permits and fees.
 - Chlorine contact chamber baffle curtains.
 - Sodium hypochlorite system.
 - Splitter box weir plate.
 - Spare parts for equipment.
 - Price increases due to tariffs imposed after the date of this proposal.
 - Additional repairs to tanks above and beyond the quantities shown on the plans that are necessary for completing the scope of work.

I've included a potential Owner Direct Purchase savings chart as well in this proposal.

Sincerely,

Jeffrey Holst

Jeffrey Holst, Senior Vice President
Florida Design Drilling LLC
561-818-3228
Jeff@fldrilling.com

Item	Description	Cost
1.A	Contractor's Fixed General Conditions	\$ 42,480.00
1.B	Non-Fixed General Conditions	\$ 71,390.92
	Direct Contractor Costs:	
5.1	Tank Repairs & Wind Girder Replacement	\$ 70,042.44
9	Sandblasting & coatings	\$ 259,390.00
11.1	Remove filter media	\$ 21,389.52
11.2	Furnish pumps per attached table (FURNISH ONLY)	\$ 322,827.72
11.3	Furnish new blowers (FURNISH ONLY)	\$ 82,456.52
15.1	Remove air piping, underdrains, air scour laterals	\$ 10,861.20
15.2	Change outlet from 6" to 12" (FAS)	\$ 6,933.74
17	Total of Lines 1.A - 16	\$ 887,772.06
18	Contingency	\$ -
19	Lines 1.A. + 17 + 18	\$ 887,772.06
21	Allowance #1	\$ -
22	Allowance #2	\$ -
23	Allowance #3	\$ -
24	Lines 21 + 22 + 23	\$ -
25	GMP Subtotal: (Lines 19 + 24)	\$ 887,772.06
26	Markup (Markup Amount x 10%)	\$ 88,777.21
27	GMP Subtotal with Markup (Lines 25 + 26)	\$ 976,549.27
28	Insurance	\$ 9,765.49
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$ 986,314.76
30	Demand Note Premium	\$ 40,000.00
31	GMP Total (Lines 29 + 30)	\$ 1,026,314.76

Vendor	Equipment	Cost	Sales Tax & Surtax	Total
Xylem	Dry Pit Submersible Pumps	\$ 188,610.12	\$ 11,366.61	\$ 199,976.73
Carter & VerPlanck	Horizontal Pumps	\$ 115,850.00	\$ 7,001.00	\$ 122,851.00
Hudson Pump	Blowers	\$ 77,742.00	\$ 4,714.52	\$ 82,456.52
Total		\$ 382,202.12	\$ 23,082.13	\$ 405,284.25

Pump Description	Type	Spec Section	HP	Flow (GPM)	TDH (FT)	Quantity	Basis of Design
Backwash Return	Dry Submersible	11315	3	90	24.8	2	Flygt 3" NT 6020 w/ 170 mm impeller
Filter Backwash	Dry Submersible	11315	15	1616	27.8	3	Flygt 8" NT 3153 w/ 207 mm impeller
Clearwell Effluent	Dry Submersible	11315	5.5	833	13.5	3	Flygt 6" NT 6020 w/ 212 mm impeller
Reuse Distribution Primary (Low Flow)	Horizontal End-Suction	11940	10	500	40	1	Flowserve 2K6x4-13ARV M3 ST (MIII8127CV) 10.38 impeller, 10HP
Reuse Distribution Secondary (High Flow)	Horizontal End-Suction	11940	50	833	105	1	Flowserve 2K6x4-13ARV M3 ST (MIII8125CV) 11.44 impeller

EXHIBIT 2 TO DESIGN BUILD AMENDMENT

Not applicable to this Design Build Amendment. See section A.2.2.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS G

DEMAND NOTE AGREEMENT GMP-C

WHEREAS, on November 11, 2024, the Terra Lago Community Development District (the “**District**” or “**Owner**”) entered into a contract with Florida Design Drilling, LLC, a Florida limited liability company (“**Principal**”), for construction services, a copy of which is attached hereto as **Exhibit “A”** (the “**Contract**”); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, the developer, Terra Lago, LLC (“**Guarantor**”) desires to provide this instrument (“**Demand Note**”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to \$1,026,314.76 (“**Contract Price**”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees

to use its best efforts to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, 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 Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

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

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

B. If to Guarantor: Terra Lago, LLC
3333-24 Virginia Beach Blvd.
Virginia Beach, Virginia 23452
Attn: Adam Carroll

C. If to Principal: Florida Design Drilling, LLC

7733 Hooper Road
West Palm Beach, Florida 33411
Attn: Jeff Holst

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications 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 Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note 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 Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, 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.

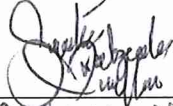
Section XI


This Demand Note shall become effective immediately and shall be recorded in the public records of Martin County in accordance with Section 255.05, Florida Statutes.

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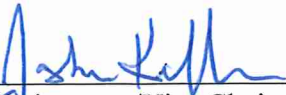
WITNESSES:

Signed, sealed and delivered
in the presence of:


Print Name: SINAHÍ VALENZUELA

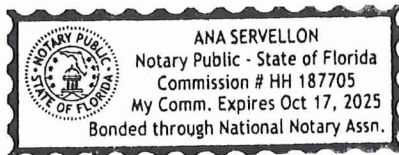

Print Name: Raechel Smith


**Terra Lago Community
Development District**

By: 
Chairperson/Vice Chairperson

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 1st day of May, 2025, by Joshua Kellam, as
Chairman of the Terra Lago Community Development District, on its behalf, who is
personally known to me or [] produced _____ as identification.




Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

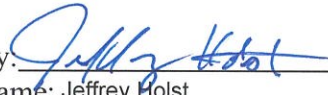
Florida Design Drilling, LLC
a Florida limited liability company



Print Name: Jeanine Alfieri



Print Name: Miguel Lequerica

By: 

Name: Jeffrey Holst
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 8 day of May, 2025, by Jeffrey Holst, as
Senior Vice President of Florida Design Drilling, LLC, on its behalf. S/He [k] is personally known to
me or [] produced _____ as identification.



Notary Public, State of Florida



Signed, sealed and delivered
in the presence of:

Terra Lago, LLC
a Delaware limited liability company

Lisa E. Salan
Print Name: Lisa E. Salan

By: *Adam M. Carroll*
Name: Adam M. Carroll
Title: COO

Jennifer P. Ryan
Print Name: Jennifer P. Ryan

**STATE OF FLORIDA
CITY OF VIRGINIA BEACH**

The foregoing instrument was acknowledged before me by means of physical presence
this 8th day of May, 2025, by ADAM M. CARROLL, as COO of Terra Lago, LLC, on its
behalf. He is personally known to me.



Julie Y. Summers
Notary Public, State of Virginia

Exhibit A: Contract

EXHIBIT A

AIA[®] Document A141[®] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141TM–2014, Standard Form of Agreement Between Owner and Design-Builder dated the «2nd» day of «January» in the year 2024 (the “Contract”)

(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

The development of a new wastewater treatment plant (“WWTP”) and associated buildings and related site work to replace the existing plant of the Village of Indiantown, Florida (the “Village”), as set forth in more detail in the Contract.

THE OWNER:

(Name, legal status and address)

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT »« a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended »

« c/o District Manager

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Telephone: (561) 571-0010

Email: gillyardd@whhassociates.com

THE DESIGN-BUILDER:

(Name, legal status and address)

« Florida Design Drilling, LLC »« a Florida limited liability company »

« 7733 Hooper Road

West Palm Beach, Florida 33411

Telephone: (561) 844-2967 »

The Owner and Design-Builder hereby amend the Contract as follows.

TABLE OF ARTICLES

A.1 SCOPE OF THE AUTHORIZED WORK AND CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE AUTHORIZED WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner authorizes the Design-Builder to proceed with the portion of the Work as set forth in Exhibit 1 to this Amendment referred to herein as “GMP C – Reuse System Improvements” (hereinafter, the “**Authorized Work**”). The Owner shall pay the Design-Builder the Contract Sum for the Authorized Work in current funds for the Design-Builder’s performance of the Authorized Work after the execution of this Amendment. The Contract Sum for the Authorized Work shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

[☐] Stipulated Sum, in accordance with Section A.1.2 below

[☐] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[☒] Cost of the Authorized Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

~~§ A.1.2 Stipulated Sum~~

~~§ A.1.2.1~~ The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

~~§ A.1.2.2~~ The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

N/A

~~§ A.1.2.3~~ Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

N/A

~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

~~§ A.1.3.1~~ The Cost of the Work is as defined in Article A.5, Cost of the Work.

~~§ A.1.3.2~~ The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

N/A

§ A.1.4 Cost of the Authorized Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Authorized Work is as defined in Article A.5.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Authorized Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Authorized Work.)

The Design-Builder's Fee is an amount equal to TEN PERCENT (10%) of the Costs of the Authorized Work attributable to indirect costs (including profit, overhead, and general and administrative costs), as shown on **Exhibit 1** of this Amendment- GMP Cost Breakdown and Allowances.

For all additive Change Orders relative to the Authorized Work, the Owner shall pay, in addition to all costs of any such changes, TEN PERCENT (10%) of the additional Costs of the Authorized Work incurred for that Change Order attributable to profit and general and administrative costs. There shall be no reduction in the Design-Builder's Fee for deductive scope changes.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Authorized Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed **«ONE MILLION TWENTY-SIX THOUSAND THREE HUNDRED FOURTEEN DOLLARS AND SEVENTY-SIX CENTS» (\$«1,026,314.76»)** (the "Guaranteed Maximum Price" or "GMP"), subject to additions and deductions for changes in the Authorized Work as provided in the Design-Build Documents. The

Guaranteed Maximum Price includes all of the Design-Builder's costs to perform the Authorized Work, including i) the Design Builder's Fee, ii) general conditions, iii) direct costs, and iv) indirect costs (including profit, overhead, and other general and administrative expenses), in accordance with Article A.5 herein. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. For the avoidance of doubt, the GMP does not include any applicable taxes required to complete the Authorized Work.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

"GMP Savings" means the difference, as of the date of final completion of the Work, between (i) the Guaranteed Maximum Price (as it may be adjusted in accordance with the terms of the Design-Build Documents, including by reducing it by the amount of any unspent contingency and allowance amounts) and (ii) the total aggregate sum of the Cost of the Work plus the Design-Builder's Fee. GMP Savings shall be for the sole benefit of the Owner and the Design-Builder shall not be entitled to any additional compensation on account of any GMP Savings.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. *(Provide information below or reference an attachment.)*

Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Authorized Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

The prices indicated for the alternates on the schedule of values are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such alternate prices apply.

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

N/A

Such unit prices are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Authorized Work to which such unit prices apply.

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Refer to Exhibit 1 to this Amendment.

§ A.1.4.3.6 The Design-Builder's contingency shall be available to cover expenses which are reimbursable as Costs of the Authorized Work (except as provided below), including unforeseen costs that result from (a) errors by the Design-Builder in estimating time or money, (b) additional costs incurred as a result of the default by Contractors or items omitted by the Design-Builder in the formulation of the GMP, (c) time extensions to the extent not provided for by the Contract, (d) costs to the extent the sum of the contracted costs exceed the sum of the contract costs in the GMP, and (e) casualty losses and related expenses, not compensated by insurance or otherwise, and sustained by the Design-Builder in connection with the Authorized Work. Reimbursement from the contingency shall not be made for any losses or expenses for which the Design-Builder would have been indemnified or compensated by bonds or insurance, but for the failure of the Design-Builder to procure and maintain bonds or insurance in accordance with the requirements of the Contract or the failure of the Design-Builder to comply with the requirements of any sureties or insurance carriers providing coverage for the Project. The Design-Builder shall submit to the Owner monthly written notice of contingency use, provided that expenditures of more than Five Thousand Dollars (\$5,000) from the contingency for any one item or group of related items shall require the Owner's prior written approval, such approval

not to be unreasonably withheld. No sums may be charged to the contingency for: (i) costs which arise out of the Design-Builder's gross negligence, intentional misconduct, a material breach of the Contract, disputes with employees of the Design-Builder or the Design-Builder Parties or subcontractor or subconsultant working on the Project or with any union representing such employees, (ii) costs not otherwise subject to inclusion in a Cost of the Authorized Work category of the GMP, (iii) costs to the extent arising from delays by the Design-Builder or delays caused by those for whom the Design-Builder is responsible, including overtime costs, or (iv) liquidated damages. The Design-Builder is not entitled to payment of sums which are otherwise properly chargeable to the contingency to the extent (i) such sums are reasonably chargeable to the Design-Builder Parties or other responsible person or entity, (ii) the Design-Builder failed to notify the Owner or its insurance carrier, if applicable, of the event which results in the claim to the contingency resulting in coverage disclaimer, or (iii) such sums exceed the available contingency set forth in the GMP. The Design-Builder shall reconcile the contingency monthly. All unspent contingency shall accrue to the benefit of the Owner. Upon final completion of the Authorized Work and before final payment, there shall be executed and/or issued a deductive Change Order that reduces the GMP by the amount of the unspent contingency.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment and all required supporting information and documentation submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ A.1.5.1.3 The Design-Builder shall prepare a monthly draft Application for Payment to be reviewed and discussed with the Owner and the Village at a meeting to be held no later than the « 25th » day of each month. The Design-Builder shall revise the draft Application for Payment, if necessary, resulting from discussions held during such meeting. Provided that an Application for Payment and all required supporting documentation and information is received, the Owner shall make payment of the undisputed amount to the Design-Builder not later than twenty-five (25) business days after receipt. *(Federal, state or local laws may require payment within a certain period of time.)*

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Authorized Work, or the Cost of the Authorized Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Authorized Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Authorized Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum for the Authorized Work among the various portions of the Authorized Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Authorized Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1—Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (« » %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;~~
- ~~2—Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by THE OWNER, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);~~
- ~~3—Subtract the aggregate of previous payments made by the Owner; and~~
- ~~4—Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.~~

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- ~~1—Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)~~
- ~~2—Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.~~

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

N/A

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1—Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~2—Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3—Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~4—Subtract the aggregate of previous payments made by the Owner;~~

- ~~.5 Subtract the shortfall, if any, indicated by the Design Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design Builder shall execute agreements in accordance with those terms.~~

§ A.1.5.4 Progress Payments—Cost of the Authorized Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Authorized Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Authorized Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Authorized Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Authorized Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Authorized Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Authorized Work as determined by multiplying the percentage of completion of each portion of the Authorized Work by the share of the Guaranteed Maximum Price allocated to that portion of the Authorized Work in the schedule of values less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Authorized Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Contract.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Authorized Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of five percent (5%);
- .3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Authorized Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Authorized Work bears to a reasonable estimate of the probable Cost of the Authorized Work upon its completion;
- .4 Subtract retainage of five percent (5%) from that portion of the Authorized Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Contract.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Design-Builder Parties and (2) the percentage of retainage held on agreements with the Design-Builder Parties; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4.4 Reduction or limitation of retainage, if any, shall be as follows:

The Owner shall have the option but not the obligation to reduce the retainage requirements of the Contract or release any portion of retainage prior to the date such retainage would otherwise be due under the Contract.

Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Design-Builder or (ii) any other right or remedy the Owner has under the Design-Build Documents, at law, or in equity.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum for the Authorized Work, shall be made by the Owner to the Design-Builder not later than twenty-five (25) business days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Contract have been satisfied as they apply to the Authorized Work, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Authorized Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Authorized Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Contract have been met, the Owner will, within seven (7) days after receipt of the written report of the Owner's auditors, either approve a final payment, or notify the Design-Builder in writing of the reasons for withholding the payment as provided in Section 9.5.1 of the Contract.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Contract at Section 1.4.13, for purposes of this Amendment, is the period of time, including authorized adjustments, for Substantial Completion of the Authorized Work. The Milestone Dates, which set forth the dates of Substantial Completion and final completion of the construction phase of the Authorized Work, as applicable, are attached hereto as Exhibit 2 to this Amendment.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Authorized Work not later than **«TWO HUNDRED SEVENTY»** (**«270»**) days from the date of this Amendment, and as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Authorized Work, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Authorized Work.)

The Design-Builder acknowledges that the Owner will suffer damages if the Design-Builder does not achieve substantial completion of the Authorized Work before the expiration of the Contract Time (the “**Substantial Completion Deadline**”). The specific damages for such delays are difficult to determine at this time, but the parties agree that the liquidated amount specified below in this Section A.2.2 represent reasonable estimates of the damages the Owner will incur for each day of delay beyond the Substantial Completion Deadline and bear a reasonable relationship to the Owner’s risk of loss due to the Design-Builder’s failure to meet the Substantial Completion Deadline. Accordingly, as liquidated damages, and not as a penalty, the Design-Builder shall pay to the Owner One Thousand Dollars (\$1,000) for each day that Substantial Completion of the Authorized Work is delayed beyond the Substantial Completion Deadline. The Owner may deduct liquidated damages prescribed in this Section from any unpaid amounts then or thereafter due the Design-Builder under this Amendment and any liquidated damages not so deducted shall be payable to the Owner by the Design-Builder upon demand by the Owner. It is further mutually understood and agreed that, while the liquidated damages specified in this Section A.2.2 are the Owner’s sole monetary remedy for the Design-Builder’s failure to achieve Substantial Completion of the Authorized Work by the Substantial Completion Deadline, the Owner’s assessment of liquidated damages for delays is intended to compensate the Owner solely for the Design-Builder’s failure to timely complete the Authorized Work by the Substantial Completion Deadline and shall not release the Design-Builder from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are determined by a court or arbitrator(s) of competent jurisdiction to be unenforceable, the Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of the Design-Builder’s failure to timely achieve Substantial Completion of the Authorized Work. The Owner’s right to liquidated damages hereunder is self-executing and no prior notice or Claim by the Owner is required as a condition precedent to the Owner’s right to offset liquidated damages from amounts otherwise due the Design-Builder or to otherwise pursue recovery of liquidated damages. If the Design-Builder disputes any liquidated damages to which the Owner asserts it is entitled, the Design-Builder may make a Claim in accordance with the terms of the Contract.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ **A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ **A.3.1.1** The Supplementary and other Conditions of the Contract: Refer to the Contract.

§ **A.3.1.2** The Specifications: Refer to Exhibit 1 to this Amendment.

§ **A.3.1.3** The Drawings: Refer to the Contract.

§ **A.3.1.4** The Sustainability Plan, if any: Refer to the Contract

Other identifying information: N/A

§ **A.3.1.5** Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances: Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

.2 Contingencies: Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ **A.3.1.6** Design-Builder’s assumptions and clarifications: Refer to Exhibit 1 of this Amendment

§ **A.3.1.7** Deviations from the Owner’s Criteria as adjusted by a Modification: Refer to Exhibit 1 of this Amendment

§ **A.3.1.8** To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner and the Village for review, indicate any such submissions below: Refer to the Contract

ARTICLE A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ **A.4.1** The Design-Builder’s key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent: Refer to **Exhibit E** to the Contract- Key Personnel

.2 Project Manager: Refer to **Exhibit E** to the Contract - Key Personnel

.3 Others: Refer to **Exhibit E** to the Contract - Key Personnel

§ **A.4.2** The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.): Refer to the Contract

ARTICLE A.5 COST OF THE AUTHORIZED WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

The term “Costs” shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Authorized Work, less all discounts and rebates that shall be taken by the Design-Builder, subject to Section A.5.3 below, and salvages. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Authorized Work shall include only the items set forth in this Section A.5.1. In no event shall there be duplication of costs (i.e. charging the same item of the Cost of the Authorized Work in two separate categories) of Costs of the Authorized Work.

§ A.5.1.1 Labor Costs

§ **A.5.1.1.1** Wages of construction workers directly employed by the Design-Builder to perform the construction of the Authorized Work at the site or, with the Owner's prior approval, at off-site workshops.

§ **A.5.1.1.2** With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Authorized Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Authorized Work.)

Refer to **Exhibit G to the Contract**- Schedule of Values- Assumptions & Design Services

Refer to **Exhibit 1** to this Amendment- GMP Cost Breakdown and Allowances

§ **A.5.1.1.3** Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Authorized Work, but only for that portion of their time required for the Authorized Work.

§ **A.5.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Authorized Work under Section A.5.1.1.

§ **A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to any Design-Builder Party or supplier, with the Owner's prior approval.

§ **A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Design-Builder Parties and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ **A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Authorized Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Authorized Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Authorized Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on

the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Reasonable rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Authorized Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Authorized Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Contract or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Authorized Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Contract and in the performance of the Authorized Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Authorized Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Authorized Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs necessarily incurred in the performance of the Authorized Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property so long as such costs were not due to the Design-Builder, Design-Builder Party, or any subcontractor's negligence or intentional acts or omissions.

§ A.5.1.6.3 Costs of repairing or correcting damaged Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Authorized Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Authorized Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Authorized Work shall not include the items listed below and the Design-Builder shall not be separately or otherwise reimbursed for such costs:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Authorized Work;
- .5 Except as provided in Section A.5.1.6.3 of the Contract, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .8 Costs incurred prior to the Owner's approval when such approval is required by the Contract.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that any and all such discounts, rebates, refunds, and other similar considerations can be secured. If such discounts are available and the Design-Builder cannot obtain them, the Design-Builder shall make the Owner aware of such discounts and other considerations and advise the Owner how to obtain them. In addition, the Design-Builder shall endeavor to combine material and equipment requirements and take such other reasonable measures to purchase material and equipment at the best possible prices. The Design-Builder shall make such provisions and take such actions to secure discounts, rebates and refunds to the fullest extent reasonable.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Authorized Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Authorized Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee and shall not provide for retainage of less than five percent (5%) without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Authorized Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Contract shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.4.4 If the Design-Builder desires to perform, with its own forces or through an affiliate, portions of the Authorized Work customarily performed by Subcontractors (the "**Self-Performed Work**"), the Design-Builder shall notify the Owner in writing. At the request of the Owner, the Design-Builder or its affiliate, as the case may be, must submit a bid for the Self-Performed Work, and the Contractor shall obtain no less than two (2) bids for such Work from potential Contractors that are acceptable to the Owner. With respect to any bid for Self-Performed Work, neither the Design-Builder nor its affiliates shall allocate any costs, fees or overhead in connection with any Self-Performed Work to the "General Conditions Costs" line item(s) in the schedule of values or use the Authorized Work allocable to such General Conditions Costs to support the Self-Performed Work in any way that differs from that which applies to all other bidders. The Design-Builder shall be permitted to perform the Self-Performed Work with its own forces or through an affiliate only if (i) the Owner consents thereto in writing after full disclosure in writing by the Design-Builder to the Owner of such request and the affiliation or relationship of any affiliate to the Design-Builder, which consent may be withheld at the Owner's sole discretion, and (ii) the Owner approves in writing any contract, purchase order, agreement or other arrangement between the Design-Builder and any affiliate proposed for such Work. Any Self-Performed Work by the Design-Builder's own forces or through an affiliate shall be identified as a separate line item on the Guaranteed Maximum Price and/or schedule of values.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Authorized Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of seven (7) years after final payment, or for such longer period as may be required by Applicable Laws and Requirements.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Amendment and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Authorized Work in an expeditious and economical manner consistent with the Owner's interests.

§ A.6 Counterparts


This Amendment may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Amendment, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Amendment, a document signed and transmitted by facsimile or by emailed PDF scan shall be treated as an original document. The signature of any party on a faxed or

emailed PDF scanned version of this Amendment shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either party, any facsimile or PDF scanned document shall be re-executed by both parties in original form. No party to this Amendment may raise the use of facsimile, emailed PDF scan or the fact that any signature was transmitted by facsimile or email as a defense to the enforcement of this Amendment or any amendment executed in compliance with this Article.

[Signature page follows]

[Signature Page – GMP-C]

This Amendment to the Contract entered into as of 29th day of April 2025.



THE OWNER (Signature)
« »« » Joshua Kellam, Chair
(Printed name and title)



DESIGN-BUILDER (Signature)
« »« » Jeffrey Holst, Senior Vice President
(Printed name and title)

EXHIBIT 1 TO DESIGN BUILD AMENDMENT
CONTRACTOR'S GMP COST BREAKDOWN AND ALLOWANCES



April 30, 2025

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP C – Reuse System Improvements

We are pleased to offer this Guaranteed Maximum Price (GMP) proposal to furnish all labor and equipment to perform construction services identified below for the Reuse System for the Indiantown WWTP.

Total Lump Sum Price: \$1,026,314.76(see attached schedule of values)

Included in our proposed scope of work per the attached plans:

- Tank repairs, sandblasting, and coatings.
- Splitter box coatings.
- Tank wind girder replacement.
- Removal of existing filter media and underdrains from the filter tanks.
- Furnish only pumps per the attached chart. Installation and piping to be included in a later change order.
- Increase the size of the existing 6” outlet to 12” for the reuse clearwell tank including demolition of the existing 6” piping.
- Engineer oversight during construction.
- Demand note premium costs proportional to the cost of the work in this GMP.

7733 Hooper Road, West Palm Beach, FL 33411

www.FLDrilling.com

Phone: 561-844-2966 Fax: 561-844-2967

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104



Excluded in our proposed scope of work:

- Items related to this pump station to be furnished and installed under a later GMP:
 - Pumps, equipment and filter media installation including site work, piping, concrete.
 - Instrumentation and control panels.
 - Electrical.
 - Restoration.
 - Building permits and fees.
 - Chlorine contact chamber baffle curtains.
 - Sodium hypochlorite system.
 - Splitter box weir plate.
 - Spare parts for equipment.
 - Price increases due to tariffs imposed after the date of this proposal.
 - Additional repairs to tanks above and beyond the quantities shown on the plans that are necessary for completing the scope of work.

I've included a potential Owner Direct Purchase savings chart as well in this proposal.

Sincerely,

Jeffrey Holst

Jeffrey Holst, Senior Vice President
Florida Design Drilling LLC
561-818-3228
Jeff@fldrilling.com

Item	Description	Cost
1.A	Contractor's Fixed General Conditions	\$ 42,480.00
1.B	Non-Fixed General Conditions	\$ 71,390.92
	Direct Contractor Costs:	
5.1	Tank Repairs & Wind Girder Replacement	\$ 70,042.44
9	Sandblasting & coatings	\$ 259,390.00
11.1	Remove filter media	\$ 21,389.52
11.2	Furnish pumps per attached table (FURNISH ONLY)	\$ 322,827.72
11.3	Furnish new blowers (FURNISH ONLY)	\$ 82,456.52
15.1	Remove air piping, underdrains, air scour laterals	\$ 10,861.20
15.2	Change outlet from 6" to 12" (FAS)	\$ 6,933.74
17	Total of Lines 1.A - 16	\$ 887,772.06
18	Contingency	\$ -
19	Lines 1.A. + 17 + 18	\$ 887,772.06
21	Allowance #1	\$ -
22	Allowance #2	\$ -
23	Allowance #3	\$ -
24	Lines 21 + 22 + 23	\$ -
25	GMP Subtotal: (Lines 19 + 24)	\$ 887,772.06
26	Markup (Markup Amount x 10%)	\$ 88,777.21
27	GMP Subtotal with Markup (Lines 25 + 26)	\$ 976,549.27
28	Insurance	\$ 9,765.49
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$ 986,314.76
30	Demand Note Premium	\$ 40,000.00
31	GMP Total (Lines 29 + 30)	\$ 1,026,314.76

Vendor	Equipment	Cost	Sales Tax & Surtax	Total
Xylem	Dry Pit Submersible Pumps	\$ 188,610.12	\$ 11,366.61	\$ 199,976.73
Carter & VerPlanck	Horizontal Pumps	\$ 115,850.00	\$ 7,001.00	\$ 122,851.00
Hudson Pump	Blowers	\$ 77,742.00	\$ 4,714.52	\$ 82,456.52
Total		\$ 382,202.12	\$ 23,082.13	\$ 405,284.25

Pump Description	Type	Spec Section	HP	Flow (GPM)	TDH (FT)	Quantity	Basis of Design
Backwash Return	Dry Submersible	11315	3	90	24.8	2	Flygt 3" NT 6020 w/ 170 mm impeller
Filter Backwash	Dry Submersible	11315	15	1616	27.8	3	Flygt 8" NT 3153 w/ 207 mm impeller
Clearwell Effluent	Dry Submersible	11315	5.5	833	13.5	3	Flygt 6" NT 6020 w/ 212 mm impeller
Reuse Distribution Primary (Low Flow)	Horizontal End-Suction	11940	10	500	40	1	Flowserve 2K6x4-13ARV M3 ST (MIII8127CV) 10.38 impeller, 10HP
Reuse Distribution Secondary (High Flow)	Horizontal End-Suction	11940	50	833	105	1	Flowserve 2K6x4-13ARV M3 ST (MIII8125CV) 11.44 impeller

EXHIBIT 2 TO DESIGN BUILD AMENDMENT

Not applicable to this Design Build Amendment. See section A.2.2.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS H

Florida Aquastore

4722 N.W. Boca Raton Boulevard, Suite C-102
Boca Raton, FL 33431

Phone: (561) 994-2400

Fax: (561) 994-2444

CHANGE ORDER # 02

To: Terra Lago Community Development District
2300 Glades Road #410W
Boca Raton, FL 33431
Attention: Darin Lockwood
Title: Purchasing Agent
(E) dlockwood@meridianconsultingengineers.com

Job: Village of Indiantown
1.2 MGD WWTP

Job: 2024-1625

Pursuant to the terms and conditions of our Sales Agreement the undersigned parties to said contract desire to modify same by changing the equipment and/or labor to be furnished pursuant to said contract in accordance with certain instruction requests, plans, and/or specifications of the following particulars.

ITEM NO.	DESCRIPTION OF CHANGE	AMOUNT
1	Modify design and control logic by replacing Direct Logic PLC's with Allen Bradley PLCs.	\$87,000.00
Total		\$87,000.00

Original Contract Price	\$11,424,900.00
Amount of Change Orders Previously Approved/Submitted.....	(\$230,000.00)
Revised Contract Amount Prior to this Change Order.....	\$11,189,900.00
Total This Change Order.....	\$87,000.00
New Revised Contract Amount.....	\$11,276,900.00

It is further understood and agreed that this written modification in no way adversely affects the validity and/or enforceability of all terms and conditions of said Agreement not specifically and expressly modified hereby.

SUBMITTED BY:

ACCEPTED BY:

Date: April 22, 2025

Date: 5/1/25

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 12,809	\$ -	\$ 864,521	\$ 877,330
Due from Landowner	7,228	-	5,000	12,228
Due from general fund	-	5,600	-	5,600
Due from other governments	-	-	26,775	26,775
Total assets	<u>20,037</u>	<u>5,600</u>	<u>896,296</u>	<u>921,933</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 7,376	\$ 5,600	\$ 65,806	\$ 78,782
Retainage payable	-	-	465,774	465,774
Due to Landowner	1,880	12,993	42,905	57,778
Due to debt service fund	5,600	-	-	5,600
Landowner advance	6,000	-	5,000	11,000
Total liabilities	<u>20,856</u>	<u>18,593</u>	<u>579,485</u>	<u>618,934</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	7,228	-	26,775	34,003
Total deferred inflows of resources	<u>7,228</u>	<u>-</u>	<u>26,775</u>	<u>34,003</u>
Fund balances:				
Restricted for:				
Debt service	-	(12,993)	-	(12,993)
Capital projects	-	-	290,036	290,036
Unassigned	(8,047)	-	-	(8,047)
Total fund balances	<u>(8,047)</u>	<u>(12,993)</u>	<u>290,036</u>	<u>268,996</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 20,037</u>	<u>\$ 5,600</u>	<u>\$ 896,296</u>	<u>\$ 921,933</u>
Total liabilities and fund balances	<u>\$ 20,037</u>	<u>\$ 5,600</u>	<u>\$ 896,296</u>	<u>\$ 921,933</u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 2,178	\$ 27,016	\$ 505,515	5%
Total revenues	<u>2,178</u>	<u>27,016</u>	<u>505,515</u>	5%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	12,000	48,000	25%
Legal	5,274	9,710	25,000	39%
Engineering	-	4,900	2,000	245%
Audit	-	-	3,725	0%
Arbitrage rebate calculation*	-	-	500	0%
Debt service fund accounting***	-	-	5,500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,000	0%
Telephone	16	100	200	50%
Postage	44	180	250	72%
Printing & binding	41	250	500	50%
Legal advertising	112	1,264	6,500	19%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies	90	605	750	81%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>7,577</u>	<u>34,594</u>	<u>105,515</u>	33%
Field Operations				
Landscape Maintenance	-	-	300,000	0%
Misc. Field Operations	-	-	100,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>400,000</u>	0%
Total expenditures	<u>7,577</u>	<u>34,594</u>	<u>505,515</u>	7%
Excess/(deficiency) of revenues over/(under) expenditures	(5,399)	(7,578)	-	
Fund balances - beginning	(2,648)	(469)	-	
Fund balances - ending	<u>\$ (8,047)</u>	<u>\$ (8,047)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

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

***For 2nd bond issuance and for each subsequent bond issuance.

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>5,600</u>
Total debt service	<u>-</u>	<u>5,600</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(5,600)
Fund balances - beginning	<u>(12,993)</u>	<u>(7,393)</u>
Fund balances - ending	<u><u>\$ (12,993)</u></u>	<u><u>\$ (12,993)</u></u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Village of Indiantown - interlocal agreement	\$ 4,605,656	\$ 10,249,131
Total revenues	<u>4,605,656</u>	<u>10,249,131</u>
EXPENDITURES		
Construction costs	3,517,639	4,540,870
Total expenditures	<u>3,517,639</u>	<u>4,540,870</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,088,017	5,708,261
Fund balances - beginning	(797,981)	(5,418,225)
Fund balances - ending	<u>\$ 290,036</u>	<u>\$ 290,036</u>

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Terra Lago Community Development District held a Special Meeting on April 4, 2025 at 2:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.

Present:

Tom Kenny	Vice Chair
Kevin Powers	Assistant Secretary
Jason Dugan (via telephone)	Assistant Secretary
David Powers	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Ryan Dugan (via telephone)	District Counsel
Darin Lockwood	District Engineer
Taryn Kryzda	Village Manager, Village of Indiantown
Pat Nolan	Village of Indiantown
Sete Zare (via telephone)	MBS Capital Markets, LLC
Phillip Gildan (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:04 p.m.

Supervisors, Kenny, David Powers and Kevin Powers were present. Supervisor Dugan attended via telephone. Supervisor Kellam was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Financing Matters

A. Resolution 2025-05, Making Certain Findings; Approving the Supplemental Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2025 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2025 Bonds; Levying and Allocating Assessments Securing Series 2025 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date

Mr. Ryan Dugan presented Resolution 2025-05, which is the Supplemental Assessment Resolution. Since the last meeting, the Underwriter priced the bonds. This Resolution revises the assessments to the actual terms of the pricing and the final amounts, as set forth in the Resolution.

On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, Resolution 2025-05, Making Certain Findings; Approving the Supplemental Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2025 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2025 Bonds; Levying and Allocating Assessments Securing Series 2025 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date, was adopted.

Mr. Ryan Dugan presented the following:

- B. Collateral Assignment Agreement**
- C. Completion Agreement**
- D. Notice of Series 2025 Assessments (Assessment Area One)**
- E. Tri-Party Agreement Relating to Acknowledgment of Jurisdiction, Imposition of Special Assessments, and Acknowledgment of Subordination**

On MOTION by Mr. Kenny and seconded by Mr. Dugan, with all in favor, the Collateral Assignment Agreement; Completion Agreement; Notice of Series 2025 Assessments (Assessment Area One) and the Tri-Party Agreement Relating to Acknowledgment of Jurisdiction, Imposition of Special Assessments, and Acknowledgment of Subordination, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Requisition #1 for Series 2025 Project**

Mr. Ryan Dugan presented Requisition #1.

On MOTION by Mr. David Powers and seconded by Mr. Kevin Powers, with all in favor, Requisition #1 for Series 2025 Project, subject to finalizing all documentation, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Builder's Risk Insurance for GMP-E and Injection Well Project; Consideration of CO#3 to Remove Builder's Risk Allowance from GMP-E**

Mr. Ryan Dugan stated that, in consultation with the contractors for the GMP-E and Injection Well Project, it was determined that Builder's Risk Insurance does not provide a benefit, given the cost for the premiums and the limitations of the coverage.

On MOTION by Mr. Kevin Powers and seconded by Mr. David Powers, with all in favor, not securing Builder's Risk Insurance for the GMP-E and Injection Well Project, was approved.

On MOTION by Mr. Kevin Powers and seconded by Mr. Kenny, with all in favor, CO#3 to remove the Builder's Risk Allowance from the GMP-E Project, was approved.

SIXTH ORDER OF BUSINESS**Ratification Items**

Mr. Ryan Dugan presented the following:

A. Acquisition of Completed Improvements

109 This item was deferred.

- 110 B. Florida Design Drilling, LLC Change Order No. 1 for Injection Well System
111 Improvements Contract

112 On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor,
113 Florida Design Drilling, LLC Change Order No. 1 for the Injection Well System
114 Improvements Contract, was ratified.

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117 C. Florida Design Drilling, LLC Change Order No. 2 for Wastewater Treatment Plan to
118 GMP-E

119 On MOTION by Mr. Kenny and seconded by Mr. David Powers, with all in favor,
120 Florida Design Drilling, LLC Change Order No. 2 for Wastewater Treatment Plan
121 to GMP-E, was ratified.

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124 D. MJC Land Development, LLC Change Order No. 2 for Design-Build Contract
125 Wastewater System Improvements

126 On MOTION by Mr. Kevin Powers and seconded by Mr. Dugan, with all in favor,
127 MJC Land Development, LLC Change Order No. 2 for Design-Build Contract
128 Wastewater System Improvements, was ratified.

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131 E. MJC Land Development, LLC Change Order No. 3 for Design-Build Contract
132 Wastewater System Improvements

133 On MOTION by Mr. Kenny and seconded by Mr. David Powers, with all in favor,
134 MJC Land Development, LLC Change Order No. 3 for Design-Build Contract
135 Wastewater System Improvements, was ratified.

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138 F. Florida Design Drilling, LLC Second Amendment to Design-Build Contract

139 On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor,
140 the Florida Design Drilling, LLC Second Amendment to Design-Build Contract,
141 was ratified.

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144 SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of February 28, 2025

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On MOTION by Mr. Kenny and seconded by Mr. David Powers, with all in favor, the Unaudited Financial Statements as of February 28, 2025, were accepted.

EIGHTH ORDER OF BUSINESS**Approval of January 13, 2025 Regular Meeting Minutes**

On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, the January 13, 2025 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Ryan Dugan stated that the bonds will close on April 8, 2025.

B. District Engineer: Meridian Consulting Engineers, LLC

Mr. Lockwood stated regarding Phases 1A and 1B; Phase 1A is essentially complete except for one item.

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

- **NEXT MEETING DATE: April 14, 2025 at 1:00 PM**

- **QUORUM CHECK**

The next meeting will be held on April 14, 2025, unless cancelled.

TENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, the meeting adjourned at 2:25 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2024* CANCELED	Regular Meeting	1:00 PM
November 5, 2024	Landowners' Meeting	9:15 AM
November 11, 2024**	Regular Meeting	1:00 PM
December 9, 2024	Regular Meeting	1:00 PM
December 16, 2024	Continued Regular Meeting	11:00 AM
January 13, 2025	Regular Meeting	1:00 PM
February 10, 2025 CANCELED	Regular Meeting	1:00 PM
March 10, 2025 CANCELED	Regular Meeting	1:00 PM
April 4, 2025	Special Meeting <i>Adoption of Final Assessment Resolution</i>	2:00 PM
April 14, 2025 CANCELED	Regular Meeting	1:00 PM
May 12, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:00 PM
June 9, 2025	Regular Meeting	1:00 PM
July 14, 2025	Regular Meeting	1:00 PM
August 11, 2025	Regular Meeting	1:00 PM
September 8, 2025	Regular Meeting	1:00 PM

Exceptions

*October meeting date is on Columbus Day holiday.

**November meeting date is on Veterans Day holiday.