

TERRA LAGO

**COMMUNITY DEVELOPMENT
DISTRICT**

August 11, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARINGS
AND REGULAR
MEETING AGENDA**

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

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

August 4, 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 Public Hearings and a Regular Meeting on August 11, 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 2025-09, Amending Resolution 2025-06 to Reset the Date, Time, and Location of the Public Hearing Regarding Proposed Budget for Fiscal Year 2025/2026, Ratifying the Actions of the District Manager and Chairman in Resetting Such Public Hearing; Providing a Severability Clause; and Providing an Effective Date
4. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2025-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
5. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2026, Pursuant to Florida Law
 - A. Affidavit of Publication
 - B. Mailed Notice to Property Owners
 - C. Consideration of Resolution 2025-11, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Fiscal Year 2026 Budget Funding Agreement

7. Consideration of Resolution 2025-12, Authorizing the Chairperson to Take the Necessary Actions to Award Certain Contracts, Agreements and Other Documents; and Providing an Effective Date
8. Authorization of Request for Qualifications (RFQ) for Design-Build Services for Reverse Osmosis Water Treatment Plant
 - A. Public Notice
 - B. Evaluation Criteria
9. Consideration of Change Order Number 2 for Injection Well System Improvements Contract between the District and Florida Design Drilling, LLC
10. Discussion: District Engineering Services
 - A. Existing Construction Contracts
 - B. Future Construction Contracts
11. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
12. Ratification Items
 - A. Field Management Agreement with Folio Association Management
 - B. WWTP GMP-D Administration Building between the District and Florida Design Drilling, LLC Amendment
 - C. Demand Note Agreement for GMP-D
 - D. Letter Agreement Regarding Advance Funding of Certain Construction Invoices GMP-E Pay Application No. E-5
 - E. Change Order Number 4 for Construction Contract with MJC for Village Wastewater System Improvements – Deductive Change Order Credit (*to potentially be provided under separate cover*)
13. Acceptance of Unaudited Financial Statements as of June 30, 2025
14. Approval of May 12, 2025 Regular Meeting Minutes
15. 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
 - Form 1 Submission and Ethics Training
 - Hard Copy Agendas vs Tablets
 - NEXT MEETING DATE: September 8, 2025 at 1:00 PM

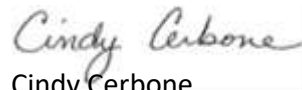
○ QUORUM CHECK

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

- 16. Board Members' Comments/Requests
- 17. Public Comments
- 18. 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 Cerbone
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

3

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2025-06 TO RESET THE DATE, TIME, AND LOCATION OF THE PUBLIC HEARING REGARDING PROPOSED BUDGET FOR FISCAL YEAR 2025/2026, RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND CHAIRMAN IN RESETTING SUCH PUBLIC HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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*, as amended, and

WHEREAS, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2025-06, approving the proposed budget for Fiscal Year 2025/2026 and setting public hearing on said approved budget, pursuant to Chapter 190, *Florida Statutes*, for July 14, 2025, at 1:00 p.m. at Indiantown Realty, 16654 S.W. Warfield Blvd., Indiantown, Florida 34956; and

WHEREAS, the District Manager in consultation with the Chairman reset the public hearing to be held on August 11, 2025, at 1:00 p.m. at Indiantown Realty, 16654 S.W. Warfield Blvd., Indiantown, Florida 34956, and has caused, or will cause, published notices to be provided with the new public hearing information, consistent with the requirements of Chapter 190, *Florida Statutes*; and.

WHEREAS, the Board desires to ratify the District Manager and Chairman’s actions in resetting and noticing for the amended public hearing date.

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

SECTION 1. RATIFICATION OF PUBLIC HEARING RESET. The actions of the District Manager and Chairman in resetting the public hearing, the District Secretary in publishing the notice of public hearing pursuant to Chapter 190, *Florida Statutes*, are hereby ratified, confirmed and approved. Resolution 2025-06 is hereby amended to reflect that the public hearing is reset as provided in this Resolution.

SECTION 2. RESOLUTION 2025-06 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2025-06 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 11th day of August, 2025.

ATTEST:

**TERRA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4A



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

DAPHNE GILLYARD
Terra Lago CD
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/24/2025

Legal Clerk

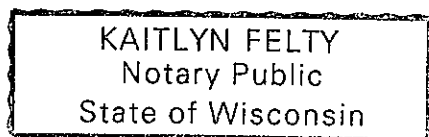
Notary, State of WI, County of Brown

My commission expires

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Tax Amount:	\$0.00	
Payment Cost:	\$152.92	
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PO #:	FY2026 Budget Hearin	

THIS IS NOT AN INVOICE!

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TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2026
PROPOSED BUDGET(S); AND
NOTICE OF REGULAR BOARD
OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Terra Lago Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: August 11, 2025

TIME: 1:00 p.m.

LOCATION: Indiantown Realty

16654 SW Warfield Blvd.

Indiantown, Florida 34956

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://terralagocdd.net>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
TCN- 11506156 07/24/25

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2025-10
[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN 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, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Terra Lago Community Development District for the Fiscal Year Ending September 30, 2026."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of August, 2025.

ATTEST:

**TERRA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget

Exhibit A: FY 2026 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				\$ -	\$ 432,790
Allowable discounts (4%)				-	(17,312)
Assessment levy: on-roll - net					415,478
Assessment levy: off-roll					87,631
Landowner contribution	\$ 505,515	\$ 24,837	\$ 276,747	301,584	421,760
Total revenues	505,515	24,837	276,747	301,584	924,869
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	-	-	-	-	8,656
Total professional & administrative	105,515	27,015	74,100	101,115	115,771
Field operations					
Field operations management	-	-	-	-	24,000
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
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>809,098</u>
Total expenditures	<u>505,515</u>	<u>27,015</u>	<u>274,100</u>	<u>301,115</u>	<u>924,869</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,178)	2,647	469	-
Fund balance - beginning (unaudited)	-	(469)	(2,647)	(469)	-
Fund balance - ending (projected)	-	(2,647)	-	-	-
Unassigned	-	(2,647)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,647)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* 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
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
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
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
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
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
Dissemination agent	1,000
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
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,350
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	8,656
Field operations management	24,000
Field operations accounting	7,000

**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	-
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	\$ 924,869

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

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
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 Assessments

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
TH 24'	174	\$ 1,087.41	\$ 699.77	\$ 1,787.18	n/a
SF 40'	98	1,087.41	1,199.61	2,287.02	n/a
SF 50'	120	1,087.41	1,499.51	2,586.92	n/a
SF 60'	6	1,087.41	1,799.41	2,886.82	n/a
Total	398				

Off-Roll Assessments

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
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

5A



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

DAPHNE GILLYARD
Terra Lago CD
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Classified Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/17/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/17/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$972.20	
Tax Amount:	\$0.00	
Payment Cost:	\$972.20	
Order No:	11496816	# of Copies:
Customer No:	1126466	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Terra Lago Community Development District ("District") will hold the following public hearings and regular meeting:

DATE: August 11, 2025
TIME: 1:00 p.m.
LOCATION: Indiantown Realty
16654 SW Warfield Blvd.
Indiantown, Florida 34956

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2026; to consider the adoption of an assessment roll, and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units/Acres	EAU/ERU Factor	Proposed Annual O&M Assessment
TH 24'	174	1.0	\$2,300.28*
SF 40'	98	1.0	\$2,300.28*
SF 50'	120	1.0	\$2,300.28*
SF 60'	6	1.0	\$2,300.28*
Undeveloped Land	578.81	Per Acre	\$151.41

*Includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Martin County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the noticed amount above shall serve as the not to exceed "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased above the above noticed amount or another criterion within Section 197.3632(4), Florida Statutes, is met. The purpose of setting a not to exceed maximum rate for notice purposes is to reduce costs to all landowners associated with providing mailed notice in future years. To the extent your property classification changes between the above listed land uses, the applicable above noticed maximum amounts would apply to your property. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2026, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitted property, if any, by sending out a bill at least thirty (30) days prior to the first Assessment due date. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

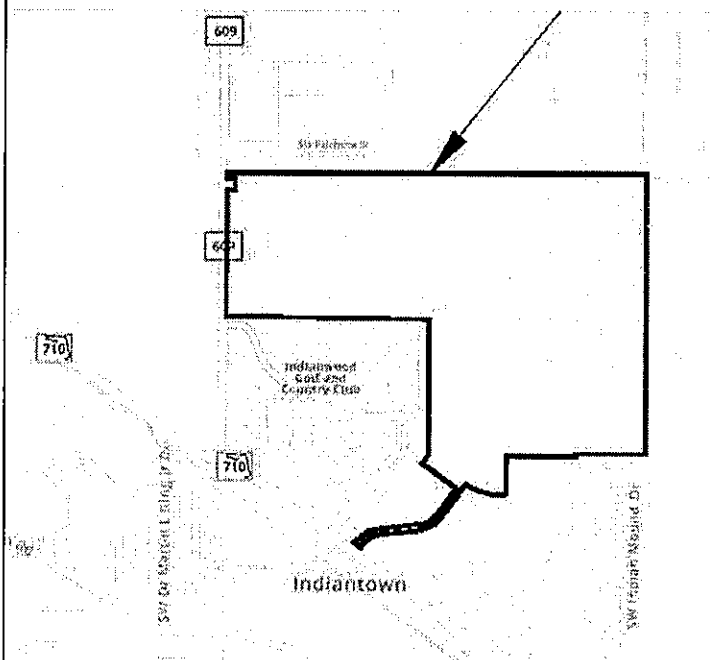
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Wraithell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph. (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://terra lago.cc.net>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that, accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt & Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Terra Lago Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 11, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.



By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 11th day of July 2025, by Curtis Marcoux, for Wrathell, Hunt & Associates, LLC, who ☒ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.



DAAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC



Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices, including Addresses

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
THIS IS NOT A BILL – DO NOT PAY

July 11, 2025

VIA FIRST CLASS U.S. MAIL

TERRA LAGO LLC
3333-24 VIRGINIA BEACH BLVD
VIRGINIA BEACH, VA 23452

[PARCEL ID]: please see “Exhibit B”

RE: Terra Lago Community Development District
FY 2026 Budget and O&M Assessments

Dear Property Owner:

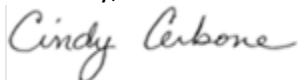
Pursuant to Florida law, the Terra Lago Community Development District (“**District**”) will be holding a meeting and public hearing(s) for the purposes of (i) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), and (ii) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget as follows:

DATE: August 11, 2025
TIME: 1:00 p.m.
LOCATION: Indiantown Realty, 16654 SW Warfield Blvd.
Indiantown, Florida 34956

The proposed O&M Assessment information for your property, schedule of assessments, and total revenue to be collected to fund the Proposed Budget for FY 2026 is set forth in **Exhibit A** attached hereto. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the public hearings and meeting may be obtained by contacting the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the public hearings or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.

All affected property owners have the right to appear and comment at the public hearings and meeting and may file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the District’s Board of Supervisors with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A
Summary of O&M Assessments – FY 2026

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **1,003,149.06** in gross revenue.
2. **Unit of Measurement.** O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit or Equivalent Residential Unit (collectively herein, “**EAU/ERU**”) basis for platted lots.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units/Acres	EAU/ERU Factor	Proposed Annual O&M Assessment
TH 24’	174	1.0	\$2,300.28*
SF 40’	98	1.0	\$2,300.28*
SF 50’	120	1.0	\$2,300.28*
SF 60’	6	1.0	\$2,300.28*
Undeveloped Land	578.81	Per Acre	\$151.41

**includes collection costs and early payment discounts*

Pursuant to Section 197.3632(4), *Florida Statutes*, the noticed amounts above shall serve as the not to exceed “maximum rate” authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased above the above-noticed amounts or another criterion within Section 197.3632(4) is met. The purpose of setting a not to exceed maximum rate for notice purposes is to reduce costs to all landowners associated with providing mailed notice in future years. To the extent your property classification changes between the above listed land uses, the above noticed maximum amounts would apply to your property. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

4. **Collection.** By operation of law, each year’s O&M Assessment constitutes a lien against the property levied on, just as do each year’s property taxes. For FY 2026, the District intends to have the Martin County (“**County**”) Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later at least thirty (30) days prior to the first Assessment due date. 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. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Exhibit B

Parcel ID	Owner Name
31-39-39-000-000-00010-9	TERRA LAGO LLC
32-39-39-000-000-00020-5	TERRA LAGO LLC
06-40-39-005-000-00001-0	TERRA LAGO LLC
06-40-39-005-000-00010-0	TERRA LAGO LLC
06-40-39-005-000-00100-0	TERRA LAGO LLC
06-40-39-005-000-00110-0	TERRA LAGO LLC
06-40-39-005-000-00120-0	TERRA LAGO LLC
06-40-39-005-000-00130-0	TERRA LAGO LLC
06-40-39-005-000-00240-0	TERRA LAGO LLC
06-40-39-005-000-00250-0	TERRA LAGO LLC
06-40-39-005-000-00260-0	TERRA LAGO LLC
06-40-39-005-000-00270-0	TERRA LAGO LLC
06-40-39-005-000-00280-0	TERRA LAGO LLC
06-40-39-005-000-00290-0	TERRA LAGO LLC
06-40-39-005-000-00300-0	TERRA LAGO LLC
06-40-39-005-000-00310-0	TERRA LAGO LLC
06-40-39-005-000-00320-0	TERRA LAGO LLC
06-40-39-005-000-00330-0	TERRA LAGO LLC
06-40-39-005-000-00380-0	TERRA LAGO LLC
06-40-39-005-000-00390-0	TERRA LAGO LLC
06-40-39-005-000-00400-0	TERRA LAGO LLC
06-40-39-005-000-00410-0	TERRA LAGO LLC
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06-40-39-005-000-00600-0	TERRA LAGO LLC
06-40-39-005-000-00610-0	TERRA LAGO LLC
06-40-39-005-000-00620-0	TERRA LAGO LLC
06-40-39-005-000-00630-0	TERRA LAGO LLC
06-40-39-005-000-00640-0	TERRA LAGO LLC

Exhibit B

Parcel ID	Owner Name
06-40-39-005-000-00650-0	TERRA LAGO LLC
06-40-39-005-000-00660-0	TERRA LAGO LLC
06-40-39-005-000-00670-0	TERRA LAGO LLC
06-40-39-005-000-00680-0	TERRA LAGO LLC
06-40-39-005-000-00690-0	TERRA LAGO LLC
06-40-39-005-000-00700-0	TERRA LAGO LLC
06-40-39-005-000-00710-0	TERRA LAGO LLC
06-40-39-005-000-00720-0	TERRA LAGO LLC
06-40-39-005-000-00730-0	TERRA LAGO LLC
06-40-39-005-000-00740-0	TERRA LAGO LLC
06-40-39-005-000-00750-0	TERRA LAGO LLC
06-40-39-005-000-00760-0	TERRA LAGO LLC
06-40-39-005-000-00770-0	TERRA LAGO LLC
06-40-39-005-000-00780-0	TERRA LAGO LLC
06-40-39-005-000-00790-0	TERRA LAGO LLC
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06-40-39-005-000-00820-0	TERRA LAGO LLC
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06-40-39-005-000-00980-0	TERRA LAGO LLC
06-40-39-005-000-00990-0	TERRA LAGO LLC
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06-40-39-005-000-01060-0	TERRA LAGO LLC
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06-40-39-005-000-01120-0	TERRA LAGO LLC
06-40-39-005-000-01130-0	TERRA LAGO LLC
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06-40-39-005-000-01150-0	TERRA LAGO LLC
06-40-39-005-000-01160-0	TERRA LAGO LLC
06-40-39-005-000-01170-0	TERRA LAGO LLC

Exhibit B

Parcel ID	Owner Name
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06-40-39-005-000-01700-0	TERRA LAGO LLC

Exhibit B

Parcel ID	Owner Name
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06-40-39-005-000-02140-0	TERRA LAGO LLC
06-40-39-005-000-02150-0	TERRA LAGO LLC

Exhibit B

Parcel ID	Owner Name
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06-40-39-005-000-07620-0	TERRA LAGO LLC

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Parcel ID	Owner Name
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06-40-39-005-000-08060-0	TERRA LAGO LLC
06-40-39-005-000-08070-0	TERRA LAGO LLC

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Parcel ID	Owner Name
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06-40-39-005-000-08100-0	TERRA LAGO LLC

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
THIS IS NOT A BILL – DO NOT PAY

July 11, 2025

VIA FIRST CLASS U.S. MAIL

NVR INC
1450 CENTREPARK BLVD #340
WEST PALM BEACH, FL 33401

PARCEL ID: please see "Exhibit B"

RE: Terra Lago Community Development District
FY 2026 Budget and O&M Assessments

Dear Property Owner:

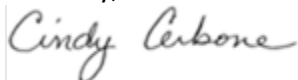
Pursuant to Florida law, the Terra Lago Community Development District ("**District**") will be holding a meeting and public hearing(s) for the purposes of (i) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), and (ii) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget as follows:

DATE: August 11, 2025
TIME: 1:00 p.m.
LOCATION: Indiantown Realty, 16654 SW Warfield Blvd.
Indiantown, Florida 34956

The proposed O&M Assessment information for your property, schedule of assessments, and total revenue to be collected to fund the Proposed Budget for FY 2026 is set forth in **Exhibit A** attached hereto. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the public hearings and meeting may be obtained by contacting the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.

All affected property owners have the right to appear and comment at the public hearings and meeting and may file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the District's Board of Supervisors with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A
Summary of O&M Assessments – FY 2026

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **1,003,149.06** in gross revenue.
2. **Unit of Measurement.** O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit or Equivalent Residential Unit (collectively herein, “**EAU/ERU**”) basis for platted lots.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units/Acres	EAU/ERU Factor	Proposed Annual O&M Assessment
TH 24’	174	1.0	\$2,300.28*
SF 40’	98	1.0	\$2,300.28*
SF 50’	120	1.0	\$2,300.28*
SF 60’	6	1.0	\$2,300.28*
Undeveloped Land	578.81	Per Acre	\$151.41

**includes collection costs and early payment discounts*

Pursuant to Section 197.3632(4), *Florida Statutes*, the noticed amounts above shall serve as the not to exceed “maximum rate” authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased above the above-noticed amounts or another criterion within Section 197.3632(4) is met. The purpose of setting a not to exceed maximum rate for notice purposes is to reduce costs to all landowners associated with providing mailed notice in future years. To the extent your property classification changes between the above listed land uses, the above noticed maximum amounts would apply to your property. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

4. **Collection.** By operation of law, each year’s O&M Assessment constitutes a lien against the property levied on, just as do each year’s property taxes. For FY 2026, the District intends to have the Martin County (“**County**”) Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later at least thirty (30) days prior to the first Assessment due date. 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. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Exhibit B

Parcel ID	Owner Name
06-40-39-005-000-01410-0	NVR INC
06-40-39-005-000-01420-0	NVR INC
06-40-39-005-000-01430-0	NVR INC
06-40-39-005-000-01440-0	NVR INC
06-40-39-005-000-01450-0	NVR INC
06-40-39-005-000-01460-0	NVR INC
06-40-39-005-000-01470-0	NVR INC
06-40-39-005-000-01480-0	NVR INC

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
THIS IS NOT A BILL – DO NOT PAY

July 11, 2025

VIA FIRST CLASS U.S. MAIL

MERITAGE HOMES OF FLORIDA INC
18655 N CLARET DR #400
SCOTTSDALE, AZ 85255

[PARCEL ID]: please see "Exhibit B"

RE: Terra Lago Community Development District
FY 2026 Budget and O&M Assessments

Dear Property Owner:

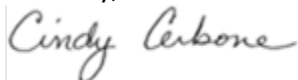
Pursuant to Florida law, the Terra Lago Community Development District ("**District**") will be holding a meeting and public hearing(s) for the purposes of (i) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), and (ii) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget as follows:

DATE: August 11, 2025
TIME: 1:00 p.m.
LOCATION: Indiantown Realty, 16654 SW Warfield Blvd.
Indiantown, Florida 34956

The proposed O&M Assessment information for your property, schedule of assessments, and total revenue to be collected to fund the Proposed Budget for FY 2026 is set forth in **Exhibit A** attached hereto. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the public hearings and meeting may be obtained by contacting the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.

All affected property owners have the right to appear and comment at the public hearings and meeting and may file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the District's Board of Supervisors with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A
Summary of O&M Assessments – FY 2026

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **1,003,149.06** in gross revenue.
2. **Unit of Measurement.** O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit or Equivalent Residential Unit (collectively herein, “**EAU/ERU**”) basis for platted lots.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units/Acres	EAU/ERU Factor	Proposed Annual O&M Assessment
TH 24’	174	1.0	\$2,300.28*
SF 40’	98	1.0	\$2,300.28*
SF 50’	120	1.0	\$2,300.28*
SF 60’	6	1.0	\$2,300.28*
Undeveloped Land	578.81	Per Acre	\$151.41

**includes collection costs and early payment discounts*

Pursuant to Section 197.3632(4), *Florida Statutes*, the noticed amounts above shall serve as the not to exceed “maximum rate” authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased above the above-noticed amounts or another criterion within Section 197.3632(4) is met. The purpose of setting a not to exceed maximum rate for notice purposes is to reduce costs to all landowners associated with providing mailed notice in future years. To the extent your property classification changes between the above listed land uses, the above noticed maximum amounts would apply to your property. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

4. **Collection.** By operation of law, each year’s O&M Assessment constitutes a lien against the property levied on, just as do each year’s property taxes. For FY 2026, the District intends to have the Martin County (“**County**”) Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later at least thirty (30) days prior to the first Assessment due date. 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. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Exhibit B

Parcel ID	Owner Name
06-40-39-005-000-00020-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00030-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00040-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00050-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00060-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00070-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00080-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00090-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00140-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00150-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00160-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00170-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00180-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00190-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00200-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00210-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00220-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00230-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00340-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00350-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00360-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00370-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00870-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00880-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00890-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00900-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00910-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00920-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00930-0	MERITAGE HOMES OF FLORIDA INC
06-40-39-005-000-00940-0	MERITAGE HOMES OF FLORIDA INC

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5C

RESOLUTION 2025-11
[FY 2026 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Terra Lago Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Martin County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.
 - b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the "maximum rate" authorized by law for O&M assessments is \$2,300.28 pursuant to notice previously mailed to property owners.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2026 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
- a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments and Debt Assessments imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments and/or Debt Assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be

collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. Due Date (O&M Assessments).** O&M Assessments directly collected by the District shall be due and payable in full on **December 1, 2025**; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50% due no later than December 1, 2025, 25% due no later than February 1, 2026 and 25% due no later than May 1, 2026.**
 - ii. Due Date (Debt Assessments).** Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2025**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50% due no later than December 1, 2025, 25% due no later than February 1, 2026 and 25% due no later than May 1, 2026.**
 - iii.** In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.
- c. Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in

future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 11th day of August, 2025.

ATTEST:

**TERRA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6

**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026 BUDGET FUNDING AGREEMENT**

This Agreement (the “Agreement”) is made and entered into effective as of October 1, 2025, by and between:

Terra Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the Village of Indiantown, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Terra Lago, LLC, a Delaware limited liability corporation and the developer of the lands in the District ("**Developer**" and, together with the District, the "**Parties**") with a mailing address of 3333-24 Virginia Beach Blvd., Virginia Beach, Virginia 23452. For purposes of this Agreement, the term "**Property**" shall refer to that certain property within the District owned by the Developer on the Effective Date of this Agreement more particularly described in **Exhibit A** attached hereto.

Recitals

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established by an ordinance adopted by the Village of Indiantown, Florida, located in Martin County, Florida ("**County**") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure and is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer is presently developing the Property within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget attached hereto as **Exhibit B** ("**Budget**") and incorporated herein by this reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, the Developer has transferred certain of its properties within the District to third-party builders, and the District intends to levy non-ad valorem assessments on such properties for their proportionate share of the District's Budget expenses; and

WHEREAS, in lieu of levying additional assessments on the Developer's remaining Property, the Developer is willing to provide such funds not paid by the third-party builders' non-ad valorem assessments as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect additional non-ad valorem assessments from the Developer as authorized by law against the Developer's lands located within the District for the activities, operations and services set forth in the Budget; and

WHEREAS, Developer and District agree such pro-rata Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies not funded by third-party builders ("**Funding Obligation**") necessary for the operation of the District, as called for in the Budget, within thirty (30) days of written request by the District. Exhibit B may be amended from time to time pursuant to Florida law, subject to the Developer's consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District not funded by third-party builders, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District's general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.
2. **ACKNOWLEDGMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments, including on the Property, in the event of a funding deficit.

3. **Collection Methods.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:
- a. [Contractual Lien]. The District shall have the right to file a continuing lien (“**Lien**”) upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a “Notice of Lien” in the public records of the County.
 - b. [Enforcement Action] The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
 - c. [Uniform Method; Direct] The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.
5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.
6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.
7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.
8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal 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 Agreement expressed or

implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any 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.

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.
11. **ARM'S LENGTH.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement 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 the doubtful language will not be interpreted or construed against any Party.

[Signature Page(s) Follow]

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

ATTEST:

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**TERRA LAGO, LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

Witness

By: _____
Its: _____

Exhibit A: Description of the Property
Exhibit B: Fiscal Year 2026 Budget

Exhibit A

Description of the 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.

LESS AND EXCEPT:

Lots 1-224, inclusive, and Lots 637-810, inclusive, 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.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CHAIRPERSON TO TAKE THE NECESSARY ACTIONS TO AWARD CERTAIN CONTRACTS, AGREEMENTS AND OTHER DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Terra Lago Community Development District (“District”) was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is validly existing under the Constitution and laws of the State of Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District has a need to retain independent contractors to provide a variety of operational, maintenance, construction and other services within and around the District (“Services”); and

WHEREAS, the Board of Supervisors of the District (“Board”) finds it necessary, for the efficient conduct of District business, that certain contracts, agreements and other documents, including but not limited to amendments or change orders to the same (“Contracts”) by and between the District and any contractor be processed in a timely fashion; and

WHEREAS, in order to expedite District business matters, the Board desires to authorize and delegate the necessary authority to the District Chairperson to review the proposals for Services and award Contracts for Services to the most qualified contractors; and

WHEREAS, any Contract executed by the District Chairperson pursuant to the authority in this resolution will be brought before the Board at its next regularly scheduled meeting for ratification purposes; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety and welfare of the residents within the District; and the preservation of District assets and liabilities.

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

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby authorizes and delegates authority to the District Chairperson to take all actions necessary in order to award and execute the following Contracts for Services in accordance with Section 3 herein:

- A. Change orders, owner direct purchase orders, work authorizations or amendments to contracts, agreements or other documents that were approved by the Board at a prior publicly noticed Board meeting;
- B. Design-Build amendments to design-build contracts that were approved by the Board at a prior publicly noticed Board meeting; or
- C. Contracts, agreements or other documents for Services not described in A. or B. of this Section that do not exceed _____ Thousand Dollars (\$_____,000) or contracts for professional services.

SECTION 3. The District's Chairperson may approve Contracts described in Section 2 only if:

- A. For purposes of Contracts described in Section 2.A. or 2.B., the time necessary to obtain approval for such changes from the District at the next regularly scheduled Board meeting would cause an overall delay to the completion of the subject project or otherwise result in an increase in the cost of such project and a District's Designee (as defined herein) has recommended approval in writing, including by e-mail; or
- B. For purposes of Contracts described in Section 2.C., approval of the change by the Chairperson is otherwise necessary or beneficial for the project.

For purposes of this Resolution, "District's Designee" means either the District's engineer assigned to the Contract at issue or the District's Project Manager pursuant to that certain *Personnel Leasing Agreement* by and between the District and Garcia Development Company, LLC, dated April 8, 2024, as amended and/or modified. For purposes of Contracts described in Section 2.A. or 2.B., recommendation for approval of a change must come from the individual or entity designated as the district designee in the underlying contract. Recommendation for approval of a change is not required if the underlying Contract did not previously designate an individual or entity to serve as the District's Designee or for purposes of Contracts described in Section 2.C.

SECTION 4. Any Contract executed by the District Chairperson under the authority provided herein shall be ratified by the Board at its next publicly noticed meeting. Any Contract that does not meet the criteria for approval provided in Section 2 shall be submitted to the Board for consideration at a regularly scheduled and publicly noticed Board meeting.

SECTION 5. Upon its passage, this Resolution shall apply retroactively to all Contracts entered into as of January 1, 2024, and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of August, 2025.

ATTEST:

**TERRA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8A

NOTICE OF REQUEST FOR QUALIFICATIONS
for
Progressive Design-Build Services
Reverse Osmosis Water Treatment Plant Improvements
FOR THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

The Terra Lago Community Development District (the "**District**"), located in the Village of Indiantown, Florida (the "**Village**"), hereby announces that it is soliciting qualification statements from teams, firms, and individuals ("**Respondent**") for progressive design-build services, including design and labor and construction services for public improvements for the construction of the Village's new Reverse Osmosis Water Treatment Plant ("**ROWTP Project**"), as authorized by Chapter 190, *Florida Statutes* and as more fully described in the Project Manual. This solicitation is referred to herein as the "**RFQ**."

The "**Project Manual**," consisting of a description of the ROWTP Project, instructions to respondents, response forms, and other materials, will be available upon request from the Wrathell, Hunt and Associates, LLC (the "**District Manager**") at gillyardd@whhassociates.com and are expected to be available beginning **at 11:00 a.m. on August 12, 2025**. There will be a mandatory pre-submittal conference at **11:00 a.m. on August 19, 2025**, at the Village's existing Water Treatment Plant located at 15851 SW Farm Road, Indiantown, Florida 34956.

The District reserves the right in its sole discretion to make changes to the Project Manual up until the Response Deadline (defined herein), and to provide notice of such changes only to those Respondents who have provided their contact information to the District Manager via e-mail at gillyardd@whhassociates.com.

TIME IS OF THE ESSENCE WITH RESPECT TO THE ROWTP PROJECT.

To be eligible to submit a response to this RFQ ("**Response**"), a Respondent must:

- 1) hold applicable federal, state and local licenses;
- 2) be authorized to do business in Florida in accordance with Florida law;
- 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data as outlined under Selection Criteria;
- 4) attend the mandatory pre-submittal conference; and
- 5) meet all qualification requirements set forth in the Project Manual.

Responses will be evaluated as provided in the Project Manual and in accordance with the District's Rules of Procedure. The Selection Criteria in the Project Manual are as follows:

- Ability and Adequacy of Professional Personnel
- Past Performance and Experience
- Geographic Location
- Project Approach and Ability and Willingness to Meet Time and Budget Requirements
- Certified Minority Business Enterprise
- Recent, Current and Projected Workloads
- Volume of Work Previously Awarded to Respondent by District

The District will review all Responses in compliance with Florida law, including the Chapter 190, *Florida Statutes*, and the Consultant's Competitive Negotiations Act, Chapter 287, *Florida*

Statutes ("CCNA"). All interested firms must submit one (1) unbound hardcopy and one (1) electronic copy on a flash drive of its Response by **11:00 a.m. on September 12, 2025** (the "**Response Deadline**") to the offices of Indiantown Realty located at 16654 S.W. Warfield Blvd., Indiantown, Florida 34956, attention District Manager. Responses will be publicly opened at that same location and date shortly after the Response Deadline.

Responses must be in the form provided in the Project Manual and submitted in a sealed envelope, marked with "RESPONSE TO TERRA LAGO CDD'S RFQ – ROWTP PROJECT." The District reserves the right to return unopened to the Respondent any Response received after the Response Deadline. Each Response must remain binding for a minimum of one hundred twenty (120) days after the response opening. Proposals are required to include a bid bond in the amount of twenty thousand dollars (\$20,000) as specified in the Project Manual.

The District reserves the right to reject any and all responses, make modifications to the work, award contracts in whole or in part with or without cause, and waive minor or technical irregularities in any response, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.

Any protest regarding the terms of this Notice or the Selection Criteria, must be filed in writing, within seventy-two (72) hours (excluding weekends and holidays) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based must be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest will constitute a waiver of any right to object or protest with respect to aforesaid Notice or Selection Criteria. Any person who files a notice of protest must provide to the District, simultaneous with the filing of the notice, a protest bond in the amount of Fifty Thousand Dollars (\$50,000.00) as specified in the Project Manual. In the event the protest is successful, the protest bond will be refunded to the protestor. In the event the protest is unsuccessful, the protest bond will be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

The selected Respondent will be required upon award to furnish payment and performance bonds or other form of security in accordance with Section 255.05, Florida Statutes for one hundred percent (100%) of the value of the contract as specified in the Project Manual).

Any and all questions relative to this RFQ or the ROWTP Project must be directed in writing by e-mail only to the District as specified in the Project Manual. No phone inquiries will be accepted.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8B

**Selection Criteria
for
Progressive Design-Build Services
Reverse Osmosis Water Treatment Plant Improvements
FOR THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT**

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the Respondent's design-build team including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Past Performance and Experience (Weight: 25 Points)

Past performance by the Respondent in other contracts for water treatment plants; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the Respondent's design-build team headquarters, offices and personnel in relation to the ROWTP Project.

4) Project Approach and Ability and Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider Respondent's design-build team's ability and desire to meet time and budget requirements including staffing levels and performance on previous projects.

Further, this category addresses whether Respondent has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. This category includes an evaluation of Respondent's insurance and warranties offered, above and beyond what is required under the contract documents. This category includes an evaluation of Respondent's proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether any member of the Respondent's design-build team is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider recent, current and projected workloads of Respondent's design-build team.

7) Volume of Work Previously Awarded to Respondent by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

100 Total Points Possible

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9

August 6, 2025

Terra Lago Community Development District
Attn: Ryan Dugan – Kutak Rock LLP

RE: MMHC Request for Change Order to Provide Additional Hydrogeological Services for Village of Indiantown Proposed Upper Floridan Aquifer (UFA) Test Wells and Raw Water Main

Dear Mr. Dugan,

McNabb-Miller Hydrogeologic Consulting (MMHC) appreciates the opportunity to further assist the Terra Lago Community Development District (CDD) and the Village of Indiantown (Village) with professional consulting services. MMHC is currently providing construction management services for the construction and testing of a Class I injection Well System at the Village Wastewater Treatment Facility (WWTF).

The Village's existing water treatment plant (WTP) is being rehabilitated and upgraded to treat brackish Floridan Aquifer water through reverse osmosis (RO) membrane treatment to produce potable drinking water. The Village intends to construct Upper Floridan Aquifer (UFA) System production wells to supply brackish groundwater to the upgraded WTP. It is MMHC's understanding that the locations of the UFA wells have been determined by others. Additional services are requested to assist CDD with the design and construction management for three (3) UFA test wells.

MMHC has secured the services of Liquid Solutions Group, LLC (LSG) to assist with the coordination between the Village and South Florida Water Management District (SFWMD). MMHC also has secured the services of Holtz Consulting Engineers, Inc. (HCE) to serve as the engineer of record to certify the Contractor's monthly pay applications.

Task No. 1: SFWMD Coordination

MMHC and LSG will coordinate with the Village to prepare for a planning meeting with the SFWMD. The meeting will include discussion of the Village's plans to construct UFA wells, including identification of a path forward to allow for the drilling of these wells and confirmation of the regulatory requirements for a future water use permit (WUP) modification. The meeting will be virtual. MMHC and LSG will coordinate with the SFWMD to ensure any concerns along with potential resolutions are understood. The performance of groundwater flow modeling and modifications to the current WUP are not included in the scope of work but can be added by the Village through an amendment to the Purchase Order. Payment of any permit fees is not included in this scope.

Task No. 2: Subsurface Well Design and Specifications

MMHC will review available hydrogeologic data of the UFA near the Village area. Design and specification documents will be prepared for the construction and testing of the three (3) UFA test wells. The documents will address the following items bulleted below.

- Well construction and testing sequence
- Appropriate drilling and testing procedures
- Casing material and estimated setting depths
- Open hole production intervals
- Downhole cement grouting
- Formation discharge systems
- Water quality field and analytical sampling
- Well development (including airlifting, jetting, and over-pumping)
- Acid treatment procedures
- Alignment requirements (including deviation surveys and plumbness/alignment)
- Pump testing of the completed well (step-rate and constant-rate testing)

Design and specifications will include scenarios for both a standard well design and test well design. MMHC will prepare for and attend up to two (2) meetings with the Village and the Contractor. Design and specifications for civil, structural, mechanical, electrical, and instrumentation and control components are not included in the scope.

Task No. 3: Services During Construction of UFA Wells

Coordination and Management: Attend construction progress meetings during the construction period and be the principal liaison to the Contractor and the Village for well drilling and testing related work; provide project planning and coordination, assist with pre-construction activities, meetings with the project team, review shop drawings.

Review and make determinations necessary for the approval or rejection of the Contractor's monthly payment applications. The payment applications, with MMHC's recommendation, will be forwarded to the Village. HCE will serve as the Engineer of Record to certify pay applications as necessary. Review of 12 contractor pay applications is assumed in this task.

UFA Well Construction Phase Services During – Provide hydrogeologic observation services, hydrogeologic direction and well design/construction expertise during construction of three (3) UFA wells. MMHC staff will be present on site during critical phases of well construction including: pilot hole drilling, geophysical logging, casing installation and cement grouting, completion interval drilling, flow and water quality testing, well development, step drawdown testing, and well video observation. Observe and direct well acid treatment if required.

Recommend constructed depths of bore holes, casings and open intervals. Direct step drawdown testing, perform water level measurements, specific capacity analysis and water quality testing. This task will include providing geologist's lithologic logs; well construction summary of daily work activities;

water quality field data summaries; and copies of the geophysical logs provided by the Contractor. This task will also include technical evaluation and review of data and work to support monthly progress meetings. The proposed budget is based on an estimated 365-day construction schedule for the Contractor to complete the drilling, development and testing of three (3) UFA test wells.

Well Completion Report - Prepare lithologic logs and complete geologic interpretations; review well construction field logs and compile summary; complete analysis of all hydrologic and water quality field data; geophysical log analysis, summarize pumping test methods and results. Prepare three (3) well completion reports including figures, data tables, geologic and geophysical logs, pump test data and water quality data.

ASSUMPTIONS

1. Payment of any permit fees will be made by others.
2. The duration of construction is based on the drilling contractor working 24 hours per day, 7 days per week during the drilling and testing of three UFA wells.

DELIVERABLES

1. Preliminary design and specifications for drilling, subsurface well construction and testing components of UFA wells
2. Final design and specifications for drilling, subsurface well construction and testing components of UFA wells
3. Well Completion Reports (three total)

ADDITIONAL SERVICES

The following services are not included in the scope of work but can be added by the Village through an amendment to the Purchase Order.

1. Additional onsite presence during construction due to delays that were beyond the control of MMHC.
2. Claims reduction and preparation for litigation involving the Contractor or third party, in connection with this project.
3. Groundwater modeling in support of securing SFWMD approval to construct the UFA wells
4. Modifications to the Village's WUP to withdrawal from the Floridan Aquifer is outside the work scope.

COMPENSATION

Professional fees for the Work described above will be on a Lump Sum basis. The compensation amounts are provided in the table below.

TASKS	COMPENSATION
Task 1: SFWMD Coordination	\$12,750.00
Task 2: Subsurface Well Design and Specifications	\$21,845.00
Task 3: Services During Construction (Three UFA Wells)	\$355,540.00

TOTAL: \$390,135.00

VILLAGE OF INDIANTOWN CO#1 - DESIGN & CMS SERVICES of THREE UFA WELLS

DATE: 8/5/25

TASKS		LABOR					EXPENSE		SUBS			EXP. & SUBS	TOTAL LABOR, EXPENSE, & SUBS
No.	Description	Prin. Hydro	Const. Eng.	Hydro	Total	Subtotal	Mileage	Misc	LSG	HCE	Sub		
		Hours	Hours	Hours	Hours	Labor \$\$	(\$0.70/m) X 54m RT		Costs	Costs	Markup		
	Hourly Rate	\$225	\$155	\$135			Meals @ \$15/day				10%		
1	TASK 1 SFWMD Coord.	Hours	Hours	Hours									
1a	Planning Mtg & Coord.	20			20	\$ 4,500			\$ 7,500		\$750	\$8,250	\$ 12,750
SUBTOTAL		20	0	0	20	\$ 4,500	\$0	\$0	\$7,500	\$0	\$750	\$8,250	\$ 12,750
2	TASK 2 DESIGN & SPECS	Hours	Hours	Hours									
2a	Meetings during design (2)	12	4			\$ 3,320	\$ 225					\$225	\$ 3,545
2b	Preliminary Design	10	10			\$ 3,800						\$0	\$ 3,800
2c	Test Well Design/Spec	10	20			\$ 5,350						\$0	\$ 5,350
2d	Standard Well Design/Spec	10	20			\$ 5,350						\$0	\$ 5,350
2e	Formation Discharge (3 wells)	10	10			\$ 3,800						\$0	\$ 3,800
SUBTOTAL		52	64	0	0	\$ 21,620	\$225	\$0	\$0	\$0	\$0	\$225	\$ 21,845
3	TASK 3 CMS 3 UFA WELLS	Hours	Hours	Hours									
3a	Onsite services: 365 Days of CMS	40	900	900	1840	\$ 270,000	\$ 11,400	\$ 4,500				\$15,900	\$ 285,900
3b	Construction Administration	108	48		156	\$ 31,740				\$ 15,000	\$1,500	\$16,500	\$ 48,240
3c	Construction Reports (2)	40	80		120	\$ 21,400						\$0	\$ 21,400
SUBTOTAL		188	1028	900	2116	\$ 323,140	\$11,400	\$4,500	\$0	\$15,000	\$1,500	\$32,400	\$ 355,540
	Total (hrs)	260.0	1092	900	2136	Subtotal							TOTAL
	Subtotal (\$\$)	\$58,500	\$169,260	\$121,500		\$ 349,260	\$ 11,625	\$ 4,500	\$ 7,500	\$ 15,000	\$2,250	\$40,875	\$ 390,135

BID FORM					
A - General					
TASK	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.1	Site Mobilization (Includes Providing and Installation of Steel Pit casing to 50' and cement Pit casing in place. Also placing temporary Drill Pad)	Each	3	\$ 85,000.00	\$ 255,000.00
Subtotal General					\$ 255,000.00
16" UFA Well Construction and Testing					
TASK	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
2.1	Drill Rig Mobilization and Make Ready to Drill	LS	1	\$ 200,000.00	\$ 200,000.00
2.2	Drill 12.25" pilot hole to 200' (Collect Lithologic Cuttings every 10')	LF	150	\$ 300.00	\$ 45,000.00
2.3	Perform Geophysical Logging in PH (Caliper/Gamma, Dual-Induction)	LS	1	\$ 5,000.00	\$ 5,000.00
2.4	Ream Nominal 40" Diameter borehole to 180'	LF	130	\$ 550.00	\$ 71,500.00
2.5	Perform Geophysical Logging in 40" borehole (Caliper/Gamma)	LS	1	\$ 5,000.00	\$ 5,000.00
2.6	Provide and Install 30" Diameter Steel Conductor casing to 180'	LF	180	\$ 550.00	\$ 99,000.00
2.7	Cement 30" Diameter Conductor Casing in place (Includes CTL's)	CF	687	\$ 70.00	\$ 48,090.00
2.8	Drill 12.25" pilot hole to 900' (Collect Lithologic Cuttings every 10' to 750', then every 5' to TD)	LF	700	\$ 300.00	\$ 210,000.00
2.9	Perform Geophysical Logging in PH (Caliper/Gamma, Dual-Induction, Variable Density Sonic)	LS	1	\$ 7,500.00	\$ 7,500.00
2.10	Ream Nominal 30" diameter borehole to 850'	LF	670	\$ 450.00	\$ 301,500.00
2.11	Perform Geophysical Logging in 30" diameter borehole (Caliper/Gamma)	LS	1	\$ 5,000.00	\$ 5,000.00
2.12	Provide and Install 16" C900/Certa-Lok DR18 PVC Final Casing to 850'	LF	850	\$ 450.00	\$ 382,500.00
2.13	Cement 16" PVC Final Casing in place (Includes CTL's)	CF	2980	\$ 70.00	\$ 208,600.00
2.14	Switch to Reverse Air Drilling and Install Formation Water Discharge System	LS	1	\$ 50,000.00	\$ 50,000.00
2.15	Drill 12.25" pilot hole to 1,350' (Collect Lithologic Cutting every 5', also includes PH Field WQ every 10' and Drill Stem Specific Capacity Test each Kelly down ~1.5 hrs)	LF	450	\$ 300.00	\$ 135,000.00
2.16	Perform Geophysical Logging in PH (Full suite Non-mudded logs)	LS	1	\$ 10,000.00	\$ 10,000.00
2.17	Backplug Base of PH (if necessary)	CF	40	\$ 70.00	\$ 2,800.00
2.18	Ream nominal 16" borehole to 1,300'	LF	450	\$ 400.00	\$ 180,000.00
2.19	Perform Geophysical Logging in 16" borehole	LS	1	\$ 7,500.00	\$ 7,500.00
2.20	Perform Jet Development of Open Hole Interval	HR	16	\$ 300.00	\$ 4,800.00
2.21	Perform Acidization of Open Hole Interval (Includes all setup to inject 10,000 gallons 32% HCL cut to 40,000 gallons at ~7% HCL, and removal of spent acid)	LS	1	\$ 90,000.00	\$ 90,000.00
2.22	Perform Post Acid Airlift Development	HR	20	\$ 300.00	\$ 6,000.00
2.23	Perform Pump Development of Open to 1ppm Sand / 1 SDI (Includes transducer monitoring of water levels)	HR	80	\$ 400.00	\$ 32,000.00
2.24	Perform 8 hour Step Drawdown well capacity test (4 steps at 2 hours each at 50%, 75%, 100% and 125% design rate, include transducer monitoring of water level)	LS	1	\$ 10,000.00	\$ 10,000.00
2.25	Collect Final Water Quality (Primary/Secondary Drinking Water Standards Analysis)	LS	1	\$ 7,500.00	\$ 7,500.00
2.26	Collect Final Water Quality (Inorganic WQ Analysis)	LS	1	\$ 2,500.00	\$ 2,500.00
2.27	Perform Final Video Survey of Entire Well	LS	1	\$ 7,500.00	\$ 7,500.00
2.28	Final Casing Plumbness and Alignment Test	LS	1	\$ 5,000.00	\$ 5,000.00
2.29	Well Disinfection and BacT Clearance	LS	1	\$ 5,000.00	\$ 5,000.00
2.30	Install Temporary Wellhead w/kill port and Demobilize site	LS	1	\$ 7,500.00	\$ 7,500.00
Subtotal 16" UFA Well					\$ 2,151,790.00
20" UFA Well Construction and Testing					
TASK	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
2.1	Drill Rig Mobilization and Make Ready to Drill	LS	1	\$ 200,000.00	\$ 200,000.00
2.2	Drill 12.25" pilot hole to 200' (Collect Lithologic Cuttings every 10')	LF	150	\$ 300.00	\$ 45,000.00
2.3	Perform Geophysical Logging in PH (Caliper/Gamma, Dual-Induction)	LS	1	\$ 5,000.00	\$ 5,000.00
2.4	Ream Nominal 42" Diameter borehole to 180'	LF	130	\$ 600.00	\$ 78,000.00
2.5	Perform Geophysical Logging in 42" borehole (Caliper/Gamma)	LS	1	\$ 5,000.00	\$ 5,000.00
2.6	Provide and Install 34" Diameter Steel Conductor casing to 180'	LF	180	\$ 600.00	\$ 108,000.00
2.7	Cement 34" Diameter Conductor Casing in place (Includes CTL's)	CF	600	\$ 70.00	\$ 42,000.00
2.8	Drill 12.25" pilot hole to 900' (Collect Lithologic Cuttings every 10' to 750', then every 5' to TD)	LF	700	\$ 300.00	\$ 210,000.00
2.9	Perform Geophysical Logging in PH (Caliper/Gamma, Dual-Induction, Variable Density Sonic)	LS	1	\$ 7,500.00	\$ 7,500.00
2.10	Ream Nominal 34" diameter borehole to 850'	LF	670	\$ 500.00	\$ 335,000.00
2.11	Perform Geophysical Logging in 34" diameter borehole (Caliper/Gamma)	LS	1	\$ 5,000.00	\$ 5,000.00
2.12	Provide and Install 20" PVC Final Casing to 850'	LF	850	\$ 500.00	\$ 425,000.00
2.13	Cement 20" PVC Final Casing in place (Includes CTL's)	CF	3500	\$ 70.00	\$ 245,000.00
2.14	Switch to Reverse Air Drilling and Install Formation Water Discharge System	LS	1	\$ 50,000.00	\$ 50,000.00
2.15	Drill 12.25" pilot hole to 1,350' (Collect Lithologic Cutting every 5', also includes PH Field WQ every 10' and Drill Stem Specific Capacity Test each Kelly down ~1.5 hrs)	LF	450	\$ 300.00	\$ 135,000.00
2.16	Perform Geophysical Logging in PH (Full suite Non-mudded logs)	LS	1	\$ 10,000.00	\$ 10,000.00
2.17	Backplug Base of PH (if necessary)	CF	40	\$ 70.00	\$ 2,800.00
2.18	Ream nominal 20" borehole to 1,300'	LF	450	\$ 450.00	\$ 202,500.00
2.19	Perform Geophysical Logging in 20" borehole	LS	1	\$ 7,500.00	\$ 7,500.00
2.20	Perform Jet Development of Open Hole Interval	HR	16	\$ 300.00	\$ 4,800.00
2.21	Perform Acidization of Open Hole Interval (Includes all setup to inject 10,000 gallons 32% HCL cut to 40,000 gallons at ~7% HCL, and removal of spent acid)	LS	1	\$ 90,000.00	\$ 90,000.00
2.22	Perform Post Acid Airlift Development	HR	20	\$ 300.00	\$ 6,000.00
2.23	Perform Pump Development of Open to 1ppm Sand / 1 SDI (Includes transducer monitoring of water levels)	HR	80	\$ 400.00	\$ 32,000.00
2.24	Perform 8 hour Step Drawdown well capacity test (4 steps at 2 hours each at 50%, 75%, 100% and 125% design rate, include transducer monitoring of water level)	LS	1	\$ 10,000.00	\$ 10,000.00
2.25	Collect Final Water Quality (Primary/Secondary Drinking Water Standards Analysis)	LS	1	\$ 7,500.00	\$ 7,500.00

2.26	Collect Final Water Quality (Inorganic WQ Analysis)	LS	1	\$	2,500.00	\$	2,500.00
2.27	Perform Final Video Survey of Entire Well	LS	1	\$	7,500.00	\$	7,500.00
2.28	Final Casing Plumbness and Alignment Test	LS	1	\$	5,000.00	\$	5,000.00
2.29	Well Disinfection and BacT Clearance	LS	1	\$	5,000.00	\$	5,000.00
2.30	Install Temporary Wellhead w/kill port and Demobilize site	LS	1	\$	7,500.00	\$	7,500.00
Subtotal 20" UFA Well						\$	2,296,100.00

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

11

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

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: [Signature]
Its: _____
Date: _____

HOME ENCOUNTER HECM, LLC

Brad van Rooyen
By: Brad van Rooyen
Its: President
Date: May 29th, 2025

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2025

6/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: The Continental Insurance Company INSURER C: Federal Insurance Company INSURER D: Arch Specialty Insurance Company INSURER E: INSURER F:	FAX (A/C, No): NAIC # 20443 35289 20281 21199
INSURED 1528518 Home Encounter HECM, LLC 12906 Tampa Oaks Boulevard Temple Terrace, FL 33637		

COVERAGES**CERTIFICATE NUMBER:** 21731902**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	7039606968	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7039606940	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	7039606937	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7092637621	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime	N	N	J06645021	8/8/2024	8/8/2025	\$5,000,000
A	Prof. Liab.			596877716	4/1/2024	6/15/2025	\$1,000,000 per Claim \$2,000,000 Aggregate
D	Cyber Liab.			CCP1152558-00	2/1/2025	8/1/2026	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

The Terra Lago CDD, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30 Day Notice of Cancellation applies in favor of the Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION****21731902**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT,
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–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 D – Administration Building” (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.)

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4929-7477-7935.3

[« »] 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

[«X»] 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 «TWO MILLION EIGHT HUNDRED FIFTY THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND TWENTY CENTS» (\$«2,850,217.20») (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 «THREE HUNDRED THIRTY» («330») 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

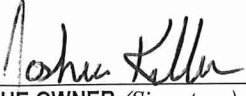
This Amendment may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Amendment, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Amendment, a 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-D]

This Amendment to the Contract entered into as of 17th day of July 2025.



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



June 13th, 2025

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP D – Administration Building

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 Administration Building for the Indiantown WWTP.

Total Lump Sum Price: \$2,850,217.20 (see attached schedule of values)

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

- Construction of the administration building, sanitary sewer, and potable water service.
- Demand note premium costs proportional to the cost of the work in this GMP.
- Builder's risk insurance.

Excluded in our proposed scope of work:

- Items related to this pump station to be furnished and installed under a later GMP:
 - Electrical gear for the WWTP.
 - Paving and parking lots.
 - Storm drainage and retention ponds.
- Building permit fees.

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



Contingency:

- This proposal includes a contingency which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design- Builder shall provide Owner notice of all anticipated charges against the Contingency.
- Potential contingency items include, but are not limited to:
 - Computers and accessories (requirements TBD).
 - Baseboards & interior trim (difficult to get pricing based on plans, we will get quotes once the drywall is completed).
 - Sidewalks (design not complete).
 - Additional roofing materials to accommodate lightning protection (design is not complete).

Sincerely,

Jeffrey Holst

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

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

Item	Description	Cost
1.A	Contractor's Fixed General Conditions	\$ 90,307.00
1.B	Non-Fixed General Conditions	\$ 133,788.00
	Direct Contractor Costs:	
2.1	Foundation prep & Termite Protection	\$ 8,325.00
2.2	Sanitary Sewer	\$ 47,047.00
2.3	Potable Water Service	\$ 7,652.00
3.1	Form, reinforce, & place footers	\$ 40,840.00
3.2	Form, reinforce, & place slab	\$ 38,317.00
3.3	Polish concrete floors	\$ 9,000.00
3.4	Form, reinforce, & place electrical housekeeping pads	\$ 14,191.00
4.1	CMU stemwall	\$ 11,500.00
4.2	CMU walls & tie beams	\$ 67,500.00
5	Steel Roof Trusses	\$ 98,773.00
6.1	Exterior Trim & Soffit	\$ 16,500.00
6.2	Cabinets & Countertops	\$ 7,000.00
7.1	Roofing System	\$ 19,982.00
7.3	Concrete block insulation	\$ 2,677.00
8.1	Exterior Doors & Windows	\$ 32,721.00
8.2	Interior Doors	\$ 21,464.00
9.1	Ceramic Tile	\$ 14,125.00
9.2	Stucco & Coatings & Moisture Barrier	\$ 77,143.00
9.3	Drywall & Insulation (Attic incl)	\$ 40,750.00
9.4	Acoustical Ceiling Tile	\$ 7,400.00
10.1	Fire Extinguishers	\$ 535.00
10.2	Lockers	\$ 1,060.00
10.3	Toilet And Bathroom Accessories	\$ 4,900.00
12	Window Treatments	\$ 1,590.00
15.1	HVAC	\$ 208,275.00
15.2	Plumbing & Fixtures	\$ 49,862.00
16.1	Div 16 - Electrical	\$ 1,423,835.00
17	Total of Lines 1.A - 16	\$ 2,497,059.00
18	Contingency (Line 17 x 2%)	\$ 49,941.18
19	Lines 1.A. + 17 + 18	\$ 2,547,000.18
21	Allowance #1	
22	Allowance #2	
23	Allowance #3	
24	Lines 21 + 22 + 23	\$ -
25	GMP Subtotal: (Lines 19 + 24)	\$ 2,547,000.18
26	Markup (Markup Amount x 10%)	\$ 254,700.02
27	GMP Subtotal with Markup (Lines 25 + 26)	\$ 2,801,700.20
28	Insurance	\$ 28,017.00
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$ 2,829,717.20
30	Demand Note Premium	\$ 20,500.00
31	GMP Total (Lines 29 + 30)	\$ 2,850,217.20

Quote

Cyber Electric of Central Fl. Inc.

5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Reference

File # 5717
Job type: Quote - Pending
Job date: May. 30, 2025
Client code: Florida Design Drilling
Customer Ref. #: GMP-D
Page number: 1

Billing address:

Florida Design Drilling

Attn: Jeff Holst
7733 Hooper Road
WPB, Florida 33411
United States
Tel: 1-561-844-2966
Fax: 1-561-844-2967

Site address:

GMP- D

Attn: Jeff Holst
Indian Town, Florida
United States

Work Description

SCOPE:

****Conduits to and for following future equipment and their footprint locations are being provided with conduit and string only capped in the electric room****

*RELAY CONTROL PANEL

*MCP

*(2) FUTURE NW CORNER VFDS

*THE FOLLOWING VFDS

-CENTRIFUGAL BLOWERS 1,2,3,4

-DIGESTER BLOWERS 1,2,3

-DIW 1,2,3

-RAS PUMP 1,2,3,4

-WAS PUMP 1

-NRCY PUMP 1,2,3,4

-EQ BASIN RETURN PUMP 1,2,3,4

*******The conduits for this equipment that leave the Administration Building are conduit and a string only and stop at their respective Pull boxes and Utility locations. The installation of this equipment along with their associated wire and wiring will be included in future GMPs*******

****The following is provided, installed and connected by Cyber Electric****

* A complete lightning protection and grounding system as shown on E-4

* Fire alarm system as shown on E-8, and adjusted to the fire alarm contractors drawings.

*The Door access system as shown on E-8 is Conduit and string only for now from the door access control panel to junction boxes mounted at the door locations until at which point the door hardware and door information can be provided. All future door access conduits, wiring and system will be part of a future GMP

Cyber Electric of Central Fl. Inc.

5424 HWY 70 east
Okeechobee, Florida 34972
United States

Reference
File # 5717
Page number: 2

- * Security system and CCTV are conduit and boxes only as shown on E-8, the system will be provided under another GMP
- * a 24-hour time clock and a lighting contactor for external lighting circuits will be provided per note on E-13
- * All lights, Emergency lights ,Exit lights and receptacles as shown on the drawings including occupancy sensors.
- * shunt trip push button station and associated conduits
- *Washer and dryer outlets
- * All interconnecting fiber optic and ethernet conduits as shown on E-14 along with all the additional spare 2" F.O. going to the Pullboxes on the North and South of the administration building for a total of (12) 2" spares. All ethernet and fiber optics runs as shown or conduit and string only for now. Any additional work for these will be added to a future GMP
- * All medium and large Pull boxes as shown on E2, and all small pull boxes as shown on the drawings per E-6 detail D. A total of (4) Large Pull boxes, (4) Medium pull boxes.
- * Conduit and string only are included for conduits ILSP, ILSPS, and ILSFO. The Associated wire and fiber optic cable will be picked up in a future GMP-E

****Equipment provided by others but installed and connected by Cyber Electric****

***DISCONNECTS FOR THE FOLLOWING EQUIPMENT**

- * AHU 1,2 and 3
- * CU 1,2 and 4
- * (Cyber Electric will provide fuses for the air handler units and compressor units per the manufacturer's recommendations on the name plates)
- * WATER HEATER

Complete conduit and wire systems to the following:

- *UPS AND UPS PANEL
- *TRANSFORMER A&B
- *M1 MAIN
- *ATS 1
- *SWBD
- *MCC1
- *MCC2
- *Installation of conduit and rack for CT meter can from FPL Transformer
- * CT meter can

Cyber Electric of Central FL. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Reference
File # 5717
Page number: 3

****Equipment installed and provided by others but connected by Cyber Electric****

- *AHU 1,2,3
- *CU 1,2,3
- *WATER HEATER
- *WATER BOTTLE FILLER
- *FPL Transformer
- * (3) bathroom exhaust fans

NOTES AND EXCLUSIONS

* Per the note on E7, all scada computers / furniture and network equipment is all future. These will be provided and installed by others.

* The fire alarm, Security CCTV and door access control panel have all been moved to the same location in the hallway. We will be providing a painted black backboard for the mounting of the equipment and feature equipment. There will be a 10x10x48 wire way mounted to the bottom of the black data board for conduit entry.

* Includes thermostat and HVAC low voltage conduits not shown for the thermostats and HVAC compressors to air handlers. Thermostats and wire are provided by others we are providing conduit and boxes only.

* All data/ethernet Outlets shown on E8 will be boxes with blank and a string only for now for detail on E-16. These conduits will be stubbed into the drop ceiling from their boxes below with strings installed for future use.

* all conduits leaving the building for future gmps are conduit and string only, it includes their manholes and their installation as shown. The ground wire as shown for the duck banks is included as well.

* We are eliminating the switches at the doorways for the wall packs on the exterior of the building as they are controlled from the time clock and lighting contactor as discussed.

* There is a note on E-15 under the direct burial detail stating the conduits are pvc coated rigid. We believe this to be a typo and in conflict with the specifications. We are quoting ALL underground conduits with PVC SCH 40 PEr Spec

* Duct Bank Spacers for underground conduits are not shown on the direct burial detail and are not included in our quote.

Cost Deductive Break Down

- * Inner Connecting Conduits inside the admin bldg for all future GMP'S (\$ 289,783.51)

Cyber Electric of Central FL. Inc.

5424 HWY 70 east
Okeechobee, Florida 34972
United States

Reference

File # 5717
Page number: 4

* FPL Service Equipment and Serv. feeder conduit./Wire & Telcom Conduits / Future Gate and Parking Lot Control and Power (\$ 296,518.44)

* All Conduits Leaving the Bldg. for future GMP'S To include Generator#1 & #2 Also The Inffluent Station Fiber & Service Feeder Conduit and wire (\$639,747.33)

Adimin. Bldg Cost (\$ 197,785.39)

Proposal excludes the following :

- 1) Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
- 2) Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
- 3) Concrete/ Rebar or Pumping of concrete.
- 4) Clean up or Removal of any hazardous waste.
- 5) Underground obstructions and the work it takes to get around or thru them.
- 6) Existing unforeseen on site conditions.
- 7) Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.
- 8) Bonding Cost if required.
- 9) Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
- 10) We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
- 11) Supply of aggregate or fill dirt or base rock for manholes
- 12) Clearing or dewatering of any sort

Summary	Total (\$)
Subtotal	1,423,835.00
Total	\$1,423,835.00

Terms

Our price is valid for 10 days and subject to changes any time thereafter. ANY changes from the plans that were used for estimating the cost of said project will only be performed upon a signed and received change order to our office. (467 - 8367 Fax] The work will be performed @ T&M rates of \$ 100.00/ per man hour and 20 % on materials.

Due to the rising cost of our materials we reserve the right to adjust our quoted materials to meet the current cost at the time of purchase. Which will then be added to the total quoted cost for the project as a change order.

Rep. Name: _____
Date: _____
Signature: _____ <small>I hereby propose the above described work.</small>

Client Name: _____
Date: _____
Signature: _____ <small>I hereby acknowledge the satisfactory completion of the above described work.</small>

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 C

DEMAND NOTE AGREEMENT GMP-D

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, as amended by that certain Design Build Amendment GMP-D dated July 17, 2025, 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 \$2,850,217.20 (“**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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESSES:

Signed, sealed and delivered
in the presence of:

**Terra Lago Community
Development District**

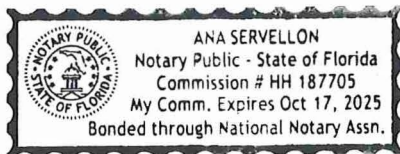
Myonete Ball Vaughn
Print Name: Myonete Ball Vaughn

Manuel Rivero
Print Name: Manuel Rivero

By: Joshua Kellam
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 17th day of July, 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.




Ana Servellon
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 18 day of July, 2025, by Jeffrey Holst, as
Senior Vice President of Florida Design Drilling, LLC, on its behalf. ~~8~~/He ☒ 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 Virginia
~~COUNTY OF~~ CITY OF Virginia Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 17th day of July, 2025, by Adam M. Carroll, as
COO of Terra Lago, LLC, on its behalf. S/He ☒ is personally known to me or ☐
produced _____ as identification.



Julie Y. Summers
Notary Public, State of Virginia
My Commission Expires: October 31, 2028
Registration Number: 198398

Exhibit A: Contract

EXHIBIT A

AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–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 D – Administration Building” (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.)

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4929-7477-7935.3

[« »] 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

[«X»] 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 «TWO MILLION EIGHT HUNDRED FIFTY THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND TWENTY CENTS» (\$«2,850,217.20») (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 «THREE HUNDRED THIRTY» («330») 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

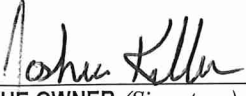
This Amendment may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Amendment, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Amendment, a 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-D]

This Amendment to the Contract entered into as of 17th day of July 2025.



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



June 13th, 2025

To: Darin Lockwood

Project: Indiantown WWTP Design-Build Improvements

Subject: Letter of Quotation for GMP D – Administration Building

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 Administration Building for the Indiantown WWTP.

Total Lump Sum Price: \$2,850,217.20 (see attached schedule of values)

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

- Construction of the administration building, sanitary sewer, and potable water service.
- Demand note premium costs proportional to the cost of the work in this GMP.
- Builder's risk insurance.

Excluded in our proposed scope of work:

- Items related to this pump station to be furnished and installed under a later GMP:
 - Electrical gear for the WWTP.
 - Paving and parking lots.
 - Storm drainage and retention ponds.
- Building permit fees.

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



Contingency:

- This proposal includes a contingency which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design- Builder shall provide Owner notice of all anticipated charges against the Contingency.
- Potential contingency items include, but are not limited to:
 - Computers and accessories (requirements TBD).
 - Baseboards & interior trim (difficult to get pricing based on plans, we will get quotes once the drywall is completed).
 - Sidewalks (design not complete).
 - Additional roofing materials to accommodate lightning protection (design is not complete).

Sincerely,

Jeffrey Holst

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

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

Item	Description	Cost
1.A	Contractor's Fixed General Conditions	\$ 90,307.00
1.B	Non-Fixed General Conditions	\$ 133,788.00
	Direct Contractor Costs:	
2.1	Foundation prep & Termite Protection	\$ 8,325.00
2.2	Sanitary Sewer	\$ 47,047.00
2.3	Potable Water Service	\$ 7,652.00
3.1	Form, reinforce, & place footers	\$ 40,840.00
3.2	Form, reinforce, & place slab	\$ 38,317.00
3.3	Polish concrete floors	\$ 9,000.00
3.4	Form, reinforce, & place electrical housekeeping pads	\$ 14,191.00
4.1	CMU stemwall	\$ 11,500.00
4.2	CMU walls & tie beams	\$ 67,500.00
5	Steel Roof Trusses	\$ 98,773.00
6.1	Exterior Trim & Soffit	\$ 16,500.00
6.2	Cabinets & Countertops	\$ 7,000.00
7.1	Roofing System	\$ 19,982.00
7.3	Concrete block insulation	\$ 2,677.00
8.1	Exterior Doors & Windows	\$ 32,721.00
8.2	Interior Doors	\$ 21,464.00
9.1	Ceramic Tile	\$ 14,125.00
9.2	Stucco & Coatings & Moisture Barrier	\$ 77,143.00
9.3	Drywall & Insulation (Attic incl)	\$ 40,750.00
9.4	Acoustical Ceiling Tile	\$ 7,400.00
10.1	Fire Extinguishers	\$ 535.00
10.2	Lockers	\$ 1,060.00
10.3	Toilet And Bathroom Accessories	\$ 4,900.00
12	Window Treatments	\$ 1,590.00
15.1	HVAC	\$ 208,275.00
15.2	Plumbing & Fixtures	\$ 49,862.00
16.1	Div 16 - Electrical	\$ 1,423,835.00
17	Total of Lines 1.A - 16	\$ 2,497,059.00
18	Contingency (Line 17 x 2%)	\$ 49,941.18
19	Lines 1.A. + 17 + 18	\$ 2,547,000.18
21	Allowance #1	
22	Allowance #2	
23	Allowance #3	
24	Lines 21 + 22 + 23	\$ -
25	GMP Subtotal: (Lines 19 + 24)	\$ 2,547,000.18
26	Markup (Markup Amount x 10%)	\$ 254,700.02
27	GMP Subtotal with Markup (Lines 25 + 26)	\$ 2,801,700.20
28	Insurance	\$ 28,017.00
29	GMP Subtotal with Insurance (Lines 27 + 28)	\$ 2,829,717.20
30	Demand Note Premium	\$ 20,500.00
31	GMP Total (Lines 29 + 30)	\$ 2,850,217.20

Quote

Cyber Electric of Central Fl. Inc.

5424 HWY 70 east
Okeechobee, Florida 34972
United States
Tel: 863-467-2127
Fax: 863-467-8367
E-mail: cyberelectric99@gmail.com

Reference

File # 5717
Job type: Quote - Pending
Job date: May. 30, 2025
Client code: Florida Design Drilling
Customer Ref. #: GMP-D
Page number: 1

Billing address:

Florida Design Drilling

Attn: Jeff Holst
7733 Hooper Road
WPB, Florida 33411
United States
Tel: 1-561-844-2966
Fax: 1-561-844-2967

Site address:

GMP- D

Attn: Jeff Holst
Indian Town, Florida
United States

Work Description

SCOPE:

****Conduits to and for following future equipment and their footprint locations are being provided with conduit and string only capped in the electric room****

*RELAY CONTROL PANEL

*MCP

*(2) FUTURE NW CORNER VFDS

*THE FOLLOWING VFDS

-CENTRIFUGAL BLOWERS 1,2,3,4

-DIGESTER BLOWERS 1,2,3

-DIW 1,2,3

-RAS PUMP 1,2,3,4

-WAS PUMP 1

-NRCY PUMP 1,2,3,4

-EQ BASIN RETURN PUMP 1,2,3,4

*******The conduits for this equipment that leave the Administration Building are conduit and a string only and stop at their respective Pull boxes and Utility locations. The installation of this equipment along with their associated wire and wiring will be included in future GMPS*******

****The following is provided, installed and connected by Cyber Electric****

* A complete lightning protection and grounding system as shown on E-4

* Fire alarm system as shown on E-8, and adjusted to the fire alarm contractors drawings.

*The Door access system as shown on E-8 is Conduit and string only for now from the door access control panel to junction boxes mounted at the door locations until at which point the door hardware and door information can be provided. All future door access conduits, wiring and system will be part of a future GMP

Cyber Electric of Central FL Inc.

5424 HWY 70 east
Okeechobee, Florida 34972
United States

Reference
File # 5717
Page number: 2

- * Security system and CCTV are conduit and boxes only as shown on E-8, the system will be provided under another GMP
- * a 24-hour time clock and a lighting contactor for external lighting circuits will be provided per note on E-13
- * All lights, Emergency lights ,Exit lights and receptacles as shown on the drawings including occupancy sensors.
- * shunt trip push button station and associated conduits
- *Washer and dryer outlets
- * All interconnecting fiber optic and ethernet conduits as shown on E-14 along with all the additional spare 2" F.O. going to the Pullboxes on the North and South of the administration building for a total of (12) 2" spares. All ethernet and fiber optics runs as shown or conduit and string only for now. Any additional work for these will be added to a future GMP
- * All medium and large Pull boxes as shown on E2, and all small pull boxes as shown on the drawings per E-6 detail D. A total of (4) Large Pull boxes, (4) Medium pull boxes.
- * Conduit and string only are included for conduits ILSP, ILSPS, and ILSFO. The Associated wire and fiber optic cable will be picked up in a future GMP-E

****Equipment provided by others but installed and connected by Cyber Electric****

***DISCONNECTS FOR THE FOLLOWING EQUIPMENT**

- * AHU 1,2 and 3
- * CU 1,2 and 4
- * (Cyber Electric will provide fuses for the air handler units and compressor units per the manufacturer's recommendations on the name plates)
- * WATER HEATER

Complete conduit and wire systems to the following:

- *UPS AND UPS PANEL
- *TRANSFORMER A&B
- *M1 MAIN
- *ATS 1
- *SWBD
- *MCC1
- *MCC2
- *Installation of conduit and rack for CT meter can from FPL Transformer
- * CT meter can

Cyber Electric of Central FL. Inc.
5424 HWY 70 east
Okeechobee, Florida 34972
United States

Reference
File # 5717
Page number: 3

****Equipment installed and provided by others but connected by Cyber Electric****

- *AHU 1,2,3
- *CU 1,2,3
- *WATER HEATER
- *WATER BOTTLE FILLER
- *FPL Transformer
- * (3) bathroom exhaust fans

NOTES AND EXCLUSIONS

* Per the note on E7, all scada computers / furniture and network equipment is all future. These will be provided and installed by others.

* The fire alarm, Security CCTV and door access control panel have all been moved to the same location in the hallway. We will be providing a painted black backboard for the mounting of the equipment and feature equipment. There will be a 10x10x48 wire way mounted to the bottom of the black data board for conduit entry.

* Includes thermostat and HVAC low voltage conduits not shown for the thermostats and HVAC compressors to air handlers. Thermostats and wire are provided by others we are providing conduit and boxes only.

* All data/ethernet Outlets shown on E8 will be boxes with blank and a string only for now for detail on E-16. These conduits will be stubbed into the drop ceiling from their boxes below with strings installed for future use.

* all conduits leaving the building for future gmps are conduit and string only, it includes their manholes and their installation as shown. The ground wire as shown for the duck banks is included as well.

* We are eliminating the switches at the doorways for the wall packs on the exterior of the building as they are controlled from the time clock and lighting contactor as discussed.

* There is a note on E-15 under the direct burial detail stating the conduits are pvc coated rigid. We believe this to be a typo and in conflict with the specifications. We are quoting ALL underground conduits with PVC SCH 40 PEr Spec

* Duct Bank Spacers for underground conduits are not shown on the direct burial detail and are not included in our quote.

Cost Deductive Break Down

- * Inner Connecting Conduits inside the admin bldg for all future GMP'S (\$ 289,783.51)

Cyber Electric of Central FL. Inc.

5424 HWY 70 east
Okeechobee, Florida 34972
United States

Reference

File # 5717

Page number: 4

* FPL Service Equipment and Serv. feeder conduit./Wire & Telcom Conduits / Future Gate and Parking Lot Control and Power (\$ 296,518.44)

* All Conduits Leaving the Bldg. for future GMP'S To include Generator#1 & #2 Also The Inffluent Station Fiber & Service Feeder Conduit and wire (\$639,747.33)

Adimin. Bldg Cost (\$ 197,785.39)

Proposal excludes the following :

- 1) Patching or repair of any Concrete / Pavement / Landscaping / or any other existing structures.
- 2) Any overtime or work to be performed outside of our regular 4 day 10 hour work week. 7 a.m. to 5. p.m.
- 3) Concrete/ Rebar or Pumping of concrete.
- 4) Clean up or Removal of any hazardous waste.
- 5) Underground obstructions and the work it takes to get around or thru them.
- 6) Existing unforeseen on site conditions.
- 7) Any impact fees/state fees/Utility fees (I.E. FPL or Glades elect.) not shown in the above quote.
- 8) Bonding Cost if required.
- 9) Any engineering of plans provided by the owner/engineer and used for quoting with out the proper compensation for such work.
- 10) We take no responsibility for fiber optic cables that are supplied by others and installed by Cyber. Unless the cable is tested to show no damage before we install it.
- 11) Supply of aggregate or fill dirt or base rock for manholes
- 12) Clearing or dewatering of any sort

Summary	Total (\$)
Subtotal	1,423,835.00
Total	\$1,423,835.00

Terms

Our price is valid for 10 days and subject to changes any time thereafter. ANY changes from the plans that were used for estimating the cost of said project will only be performed upon a signed and received change order to our office. (467 - 8367 Fax] The work will be performed @ T&M rates of \$ 100.00/ per man hour and 20 % on materials.

Due to the rising cost of our materials we reserve the right to adjust our quoted materials to meet the current cost at the time of purchase. Which will then be added to the total quoted cost for the project as a change order.

Rep. Name: _____
Date: _____
Signature: _____ <small>I hereby propose the above described work.</small>

Client Name: _____
Date: _____
Signature: _____ <small>I hereby acknowledge the satisfactory completion of the above described work.</small>

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 D

July 17, 2025

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

RE: Advance Funding of Certain Construction Invoices

Ms. Cerbone,

Pursuant to the terms of the *Construction Funding Agreement*, effective April 1, 2024, as supplemented by this letter ("**Agreement**"), Terra Lago LLC ("**Developer**") wishes to make available to the Terra Lago Community Development District ("**District**") monies necessary to enable the District to pay in a timely manner certain invoices associated with design and construction services ("**Services**") provided by Florida Design-Drilling LLC, pursuant to that certain *Agreement Between the District and Florida Design-Drilling, LLC* dated January 2, 2024, as amended ("**Design-Build Agreement**"). Specifically, the Developer wishes to provide to the District \$266,052.50 to pay:

- A portion of Application and Certification for Payment (Application No. E-05) dated May 28, 2025, for the period from May 1, 2025, through May 31, 2025, in the amount of \$425,647.12 (the "**Invoice**").

The Developer will remit funds to the District on or around the date hereof. Upon receipt of such funds, the District shall pay the Invoice as soon as practicable.

The Developer understands that the Services are subject to the terms of that certain *First Amended and Restated Agreement Relating to the Construction of Water Distribution and Wastewater Collection and Treatment System Project* dated August 10, 2023 ("**Interlocal Agreement**"). As such, the Village of Indiantown ("**Village**") is responsible for payment of the Invoice. As of the date hereof, the Village has submitted or anticipates submitting a request to the Florida Department of Environmental Protection for grant funds ("**Grant Funds**") in order to pay the Invoice however, such funds are not anticipated to be timely paid within prompt payment deadlines required by the Design-Build Agreement.

Monies provided by the Developer under the Agreement shall be reimbursed to the Developer from Grant Funds if and when received by the District from the Village. Upon receipt of the Grant Funds associated with the Invoice, the District shall reimburse the Developer in accordance with the Agreement.

[Signature page follows]

Sincerely,

TERRA LAGO, LLC

Name: _____

Title: _____

Acknowledged by:

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Title: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Terra Lago CDD
2300 Glades Rd, Suite 410W
Boca Raton, FL 33431

PROJECT: Village of Indiantown WWTP
GMP E - WWTP

FROM CONTRACTOR:
Florida Design Drilling LLC
7733 Hooper Road
West Palm Beach, FL 33411

OWNER REP: Meridian Consulting Services
12301 Lake Underhill Rd, Unit 231
Orlando, FL 32828

AIA DOCUMENT G702

APPLICATION NO: E-05

PERIOD FROM: 5/1/2025
PERIOD TO: 5/31/2025

PAGE ONE OF TWO PAGES

Distribution to:

	OWNER
	ENGINEER
	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	13,580,169.97
2. Net change by Change Orders	\$	(11,194,476.83)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	2,385,693.14
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,417,436.21
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$70,871.81	
b. 5% of Stored Material (Column F on G703)	Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	70,871.81
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,346,564.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	920,917.28
8. CURRENT PAYMENT DUE	\$	425,647.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,039,128.74

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$693,275.00	(\$11,992,052.18)
Total approved this Month	\$104,300.35	
TOTALS	\$797,575.35	(\$11,992,052.18)
NET CHANGES by Change Order		(\$11,194,476.83)

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

CONTRACTOR: Florida Design Drilling LLC

By: Jeffrey Holst Date: May 28, 2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 425,647.12

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: E-05
APPLICATION DATE: 5/28/2025
PERIOD TO: 5/31/2025

ITEM NO.	DESCRIPTION OF WORK	Qty	Unit	Unit Price	Value	Units Installed Prior Period	Previous Work Completed	Units Installed This Period	Work Completed This Period	Materials Stored Not In C or D	Units Comp. & Stored To Date	Completed & Stored To Date	Percent Complete	Balance To Complete
1	Equipment	1	LS	\$11,842,052.18	\$11,842,052.18	1.00	\$ 11,842,052.18		\$0.00		1.00	\$11,842,052.18	100%	\$ -
2	Allowance #1 - Builder's Risk Insurance	1	LS	\$150,000.00	\$150,000.00	1.00	\$ 150,000.00		\$0.00		1.00	\$150,000.00	100%	\$ -
3	Markup	1	LS	\$1,199,205.22	\$1,199,205.22	0.30	\$ 359,761.57		\$0.00		0.30	\$359,761.57	30%	\$ 839,443.65
4	Insurance	1	LS	\$131,912.57	\$131,912.57	1.00	\$ 131,912.57		\$0.00		1.00	\$131,912.57	100%	\$ -
5	Demand Note Premium	1	LS	\$257,000.00	\$257,000.00	1.00	\$ 257,000.00		\$0.00		1.00	\$257,000.00	100%	\$ -
6	Change Order 1 Remove Equipment for ODP	-1	LS	\$11,842,052.18	(\$11,842,052.18)	-1.00	\$ (11,842,052.18)		\$0.00		-1.00	(\$11,842,052.18)	100%	\$ -
7	Change Order 2 Vibro Compaction	1	LS	\$583,275.00	\$583,275.00	0.35	\$ 204,146.25	0.65	\$379,128.75		1.00	\$583,275.00	100%	\$ -
8	Change Order 3 Remove Builder's Risk	-1	LS	\$150,000.00	(\$150,000.00)	-1.00	\$ (150,000.00)		\$0.00		-1.00	(\$150,000.00)	100%	\$ -
9	Change Order 4 Contingency	1	LS	\$100,000.00	\$100,000.00	0.15	\$ 15,066.22	0.60	\$60,420.85		0.75	\$75,487.07	75%	\$ 24,512.93
10	Change Order 4 Markup	1	LS	\$10,000.00	\$10,000.00	0.15	\$ 1,500.00	0.85	\$8,500.00		1.00	\$10,000.00	100%	\$ -
11	Change Order 5 MCC Furnish Only	1	LS	\$104,300.35	\$104,300.35	0.00	\$ -		\$0.00		0.00	\$0.00	0%	\$ 104,300.35
	GRANDTOTAL				\$2,385,693.14		\$ 969,386.61		\$448,049.60	\$0.00		\$1,417,436.21	59%	\$ 968,256.93



July 15, 2025

Florida Design Drilling LLC
7733 Hooper Road
West Palm Beach, FL 33411

RE: **INDIANTOWN WWTP**

Dear Mr. Jeffrey Holst,

We completed our scope of work for the above referenced project in May 2025. We request payment in full and release of our retainage. Attached is a copy of our final pay application no. 3, and pay app no. 2 in which it has not been paid yet. The total combined amount due is **\$266,052.50**

The statutes of the State of Florida require that we file a claim of lien and /or send a Notice of Non-Payment within 90 days after last furnishing labor, equipment and/or materials for the project. We are, therefore, required to file a claim of lien or send a notice if we have not been paid in full by Monday, **August 4, 2025**.

Thank you for your prompt attention to this matter.

Sincerely,
Keller North America, Inc.

Maria Fajardo
Accounts Receivable

Keller North America, Inc.
8275 NW 80th Street
Miami, FL 33166

t: 305-592-8181

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025**

	General Fund	Debt Service Fund Series 2025	Capital Projects Fund	Capital Projects Fund Series 2025	Total Governmental Funds
ASSETS					
Cash	\$ 12,155	\$ -	\$ 3,160,047	\$ -	\$ 3,172,202
Investments					
Reserve	-	406,793	-	-	406,793
Construction	-	-	-	1,701	1,701
Cost of issuance	-	12,367	-	-	12,367
Interest	-	183,204	-	-	183,204
Undeposited funds	-	-	16,180	-	16,180
Due from Landowner	30,952	-	5,000	-	35,952
Due from general fund	-	5,600	-	-	5,600
Total assets	<u>43,107</u>	<u>607,964</u>	<u>3,181,227</u>	<u>1,701</u>	<u>3,833,999</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 30,513	\$ 5,600	\$ 695,341	\$ -	\$ 731,454
Retainage payable	-	-	980,676	-	980,676
Due to Landowner	1,880	12,993	59,085	-	73,958
Due to debt service fund	5,600	-	-	-	5,600
Landowner advance	6,000	-	5,000	-	11,000
Total liabilities	<u>43,993</u>	<u>18,593</u>	<u>1,740,102</u>	<u>-</u>	<u>1,802,688</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	<u>30,952</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,952</u>
Total deferred inflows of resources	<u>30,952</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,952</u>
Fund balances:					
Restricted for:					
Debt service	-	589,371	-	-	589,371
Capital projects	-	-	1,441,125	1,701	1,442,826
Unassigned	(31,838)	-	-	-	(31,838)
Total fund balances	<u>(31,838)</u>	<u>589,371</u>	<u>1,441,125</u>	<u>1,701</u>	<u>2,000,359</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 43,107</u>	<u>\$ 607,964</u>	<u>\$ 3,181,227</u>	<u>\$ 1,701</u>	<u>\$ 3,833,999</u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 27,016	\$ 505,515	5%
Total revenues	-	27,016	505,515	5%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	24,000	48,000	50%
Legal	3,842	19,761	25,000	79%
Engineering	-	4,900	2,000	245%
Audit	-	-	3,725	0%
Arbitrage rebate calculation*	-	-	500	0%
Debt service fund accounting***	-	-	5,500	0%
Dissemination agent*	83	250	1,000	25%
Trustee*	-	-	5,000	0%
Telephone	16	150	200	75%
Postage	44	294	250	118%
Printing & binding	42	375	500	75%
Legal advertising	-	1,378	6,500	21%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies	157	987	750	132%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	210	210	100%
Total professional & administrative	8,184	58,385	105,515	55%
Field Operations				
Landscape Maintenance	-	-	300,000	0%
Misc. Field Operations	-	-	100,000	0%
Total field operations	-	-	400,000	0%
Total expenditures	8,184	58,385	505,515	12%
Excess/(deficiency) of revenues over/(under) expenditures	(8,184)	(31,369)	-	
Fund balances - beginning	(23,654)	(469)	-	
Fund balances - ending	\$ (31,838)	\$ (31,838)	\$ -	

*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 SERIES 2025
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,152	\$ 3,796
Total revenues	<u>2,152</u>	<u>3,796</u>
EXPENDITURES		
Cost of issuance	-	239,800
Underwriter's discount	-	115,500
Total debt service	<u>-</u>	<u>355,300</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,152	(351,504)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	955,074
Original issue discount	-	(6,806)
Total other financing sources	<u>-</u>	<u>948,268</u>
Net change in fund balances	2,152	596,764
Fund balances - beginning	587,219	(7,393)
Fund balances - ending	<u>\$ 589,371</u>	<u>\$ 589,371</u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Village of Indiantown - Interlocal agreement	\$ -	\$ 17,763,107
Village of Indiantown - DIW	-	5,171,324
Total revenues	<u>-</u>	<u>22,934,431</u>
EXPENDITURES		
Construction costs - Interlocal agreement	4,955,851	14,769,626
Construction costs - DIW	1,124,769	1,305,455
Total expenditures	<u>6,080,620</u>	<u>16,075,081</u>
Excess/(deficiency) of revenues over/(under) expenditures	(6,080,620)	6,859,350
Fund balances - beginning	7,521,745	(5,418,225)
Fund balances - ending	<u>\$ 1,441,125</u>	<u>\$ 1,441,125</u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2025
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 6	\$ 1,701
Total revenues	<u>6</u>	<u>1,701</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>4,819,926</u>
Total expenditures	<u>-</u>	<u>4,819,926</u>
Excess/(deficiency) of revenues over/(under) expenditures	6	(4,818,225)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>-</u>	<u>4,819,926</u>
Total other financing sources/(uses)	<u>-</u>	<u>4,819,926</u>
Net change in fund balances	6	1,701
Fund balances - beginning	1,695	-
Fund balances - ending	<u>\$ 1,701</u>	<u>\$ 1,701</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 Regular Meeting on May 12, 2025 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.

Present:

Josh Kellam	Chair
Tom Kenny	Vice Chair
Kevin Powers	Assistant Secretary
Jason Dugan	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Cindy Cerbone (via telephone)	Wrathell, Hunt and Associates, LLC
Chris Conti (via telephone)	Wrathell, Hunt and Associates, LLC
Ryan Dugan (via telephone)	District Counsel
Darin Lockwood (via telephone)	District Engineer
Pat Nolan	Village of Indiantown

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 1:08 p.m. Supervisors Kenny, Kellam, Dugan and Kevin Powers were present. Supervisor David Powers was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**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**

Mr. Kantarzhi presented Resolution 2025-06. He reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes. Most of the Fiscal Year 2026 budget

will be funded via on-roll assessments and a small portion of the budget will be funded via Landowner contributions.

On MOTION by Mr. Powers and seconded by Mr. Kellam, with all in favor, Resolution 2025-06, Approving Proposed Budget(s) for FY 2026; Setting a Public Hearing Thereon on July 14, 2025 at 1:00 p.m. at Indiantown Realty, 16654 S.W. Warfield Blvd., Indiantown, Florida 34956, and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

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

Mr. Kantarzhi presented Resolution 2025-07.

On MOTION by Mr. Powers and seconded by Mr. Kenny, with all in favor, 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, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date

Mr. Kantarzhi presented Resolution 2025-08. Ms. Cerbone stated that the CDD would more likely be the recipient of aid from another governmental entity than a provider of aid.

On MOTION by Mr. Kenny and seconded by Mr. Dugan, with all in favor, Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Disclosure of Public Finance

District Counsel presented the Disclosure of Public Finance, which will be recorded in the Public Records.

On MOTION by Mr. Powers and seconded by Mr. Dugan, with all in favor, the Disclosure of Public Finance, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Field Management Agreement with Folio Association Management

Mr. Kantarzhi presented the Field Management Agreement.

On MOTION by Mr. Powers and seconded by Mr. Kenny, with all in favor, the Field Management Agreement with Folio Association Management, in the amount of \$1,000 per month, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Builder's Risk Insurance for GMP-C

This item was addressed following the Ninth Order of Business.

NINTH ORDER OF BUSINESS

Ratification Items

District Counsel presented the following:

- 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**

This is for the next phase of the design-build contract for the reuse system improvements. The total amount for the work proposed for this portion of the contract is \$1,026,314.76. This Agreement was reviewed and executed quickly due to the urgent timing and tight deadline of May 5, 2025 related to funding and submittal of a funding request to the Department of Environmental Protection.

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)

On MOTION by Mr. Kenny and seconded by Mr. Powers, with all in favor, the Ratification Items, as listed, were ratified.

▪ **Consideration of Builder's Risk Insurance for GMP-C**

This item, previously the Eighth Order of Business, was presented out of order.

District Counsel recalled discussion of Builder's Risk Insurance for other phases of the project. He stated that, in consultation with District and Village Staff and the contractor for the GMP-C as to whether Builder's Risk Insurance is necessary, it was determined that obtaining Builder's Risk Insurance does not make sense for this phase of the project.

On MOTION by Mr. Kellam and seconded by Mr. Dugan, with all in favor, not securing Builder's Risk Insurance for the GMP-C, was approved.

TENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of March 31, 2025**

On MOTION by Mr. Kenny and seconded by Mr. Powers, with all in favor, the Unaudited Financial Statements as of March 31, 2025, were accepted.

ELEVENTH ORDER OF BUSINESS

**Approval of April 4, 2025 Special Meeting
Minutes**

On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor, the April 4, 2025 Special Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

District Counsel discussed Florida Design Drilling, LLC seeking a change order to its Purchase Order Contract for a \$20,080 increase to the contract price due to the anticipated impact of the newly instituted tariffs on the prices of their materials.

Mr. Kellam instructed Staff to notify the contractor that, as the tariff situation is in negotiations, the CDD does not intend to pay any increases due to tariffs until the tariffs are actually in effect. The opinion of the Board and District Engineer is that the contractor should order the materials quickly, if possible, as there should be no reason to delay ordering the materials.

B. District Engineer: Meridian Consulting Engineers, LLC

Mr. Lockwood stated, for Phase 1, what was turned over has been approved by the City. A few items for Phase 1 remain.

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

- **Property Insurance on Vertical Assets**

Mr. Kantarzhi stated that vertical assets are being evaluated to determine which ones need property insurance.

- **NEXT MEETING DATE: June 9, 2025 at 1:00 PM**

- **QUORUM CHECK**

The next meeting will be held on June 9, 2025, unless cancelled.

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

<p>On MOTION by Mr. Kenny and seconded by Mr. Powers, with all in favor, the meeting adjourned at 1:37 p.m.</p>
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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 CANCELED	Regular Meeting	1:00 PM
July 14, 2025 CANCELED	Regular Meeting	1:00 PM
August 11, 2025	Public Hearings & Regular Meeting <i>Adoption of FY2026 Budget</i>	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.