



Rizzetta & Company

Veranda Community Development District II

Board of Supervisors' Meeting January 29, 2026

**District Office:
8529 South Park Circle
Suite 330
Orlando, FL 32819**

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

Board of Supervisors	Austin Burr Ben Meyers Ted Charron Marilyn Lebowitz Luke Rector	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Brian Mendes	Rizzetta & Company, Inc.
District Counsel	Jonathan Johnson	Kutak Rock LLP.
District Engineer	Roberto Cabrera	Culpepper & Terpening, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. 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), who can aid you in contacting the District Office.

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

January 22, 2026

**Board of Supervisors
Veranda Community
Development District II**

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Veranda Community Development District II will be held on **January 29, 2026, at 1:00 p.m.** at the **Home2 Suites by Hilton Stuart located at 1440 NW Federal Hwy, Stuart, FL 34994**. The following is the final agenda for the meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENT**
3. **COMMUNITY UPDATES**
 - A. Veranda II Sail Artwork Maintenance Report.....Tab 1
4. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Meeting from the Regular Board of Supervisors Meeting held on October 21, 2025, Tab 2
 - B. Ratification of Operation and Maintenance Expenditures for September - November 2025 Tab 3
5. **BUSINESS ITEMS**
 - A. Ratification of District Items Tab 4
 1. Reserve Fund Expenses
 2. Impact Landscaping Tree Removal Becker Rd
 3. Grau & Associates FY 2025 Auditing Services
 - B. Discussion of Veranda II Trust Account
 - C. Consideration of Becker Road Maintenance Agreement.....Tab 5
 - D. Consideration of Bollard Replacements.....Tab 6
 - E. Consideration of Bollard Maintenance Services (Under Separate Cover)
6. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Completion Updates for Lake Liner Project
 2. Updates on Lake Levels
 - C. District Manager Tab 7
 1. Q3 Website Audit Review
7. **SUPERVISOR REQUESTS AND COMMENTS**
8. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

With Appreciation,

Brian Mendes

Brian Mendes
DistrictManager

cc: Johnthan Johnson, Kutak

Rock

Tab 1

Paul Slater

Public Art Works Inc

Nov 21, 2025 | 40 Photos



3 Sails

Friday December 12th-14th

1

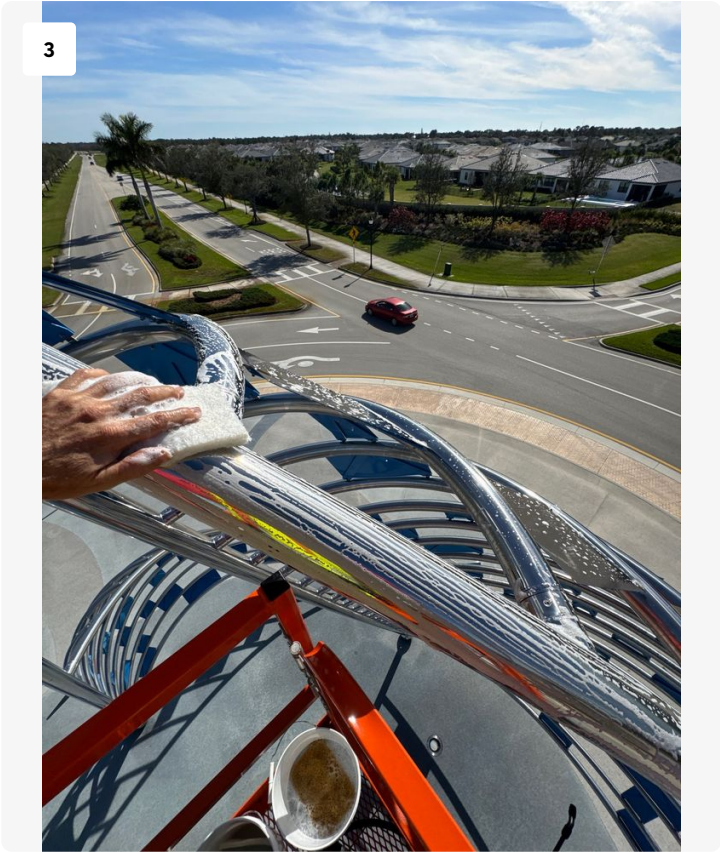


Project: 3 Sails
Tags: Before

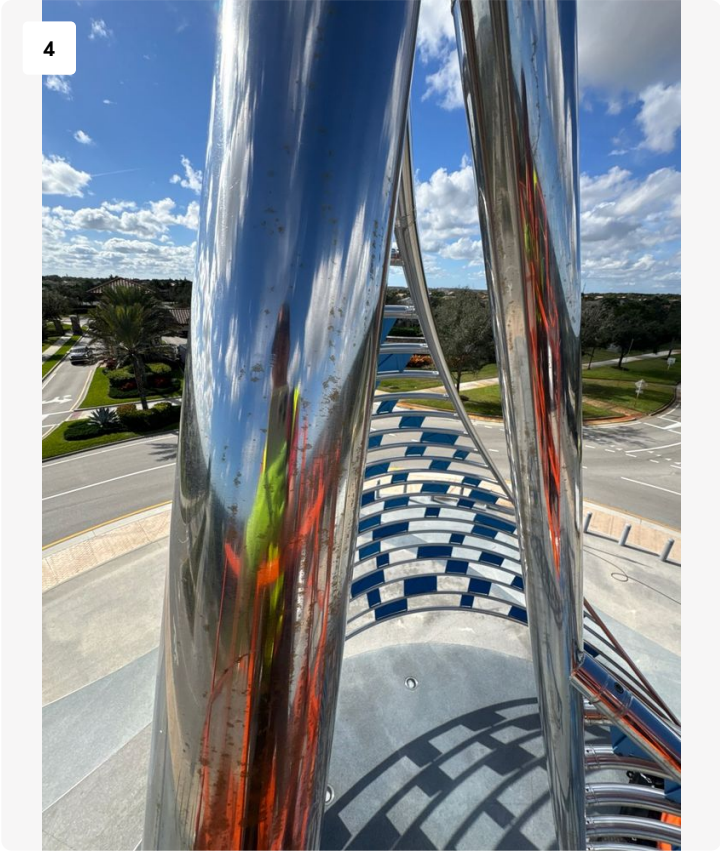
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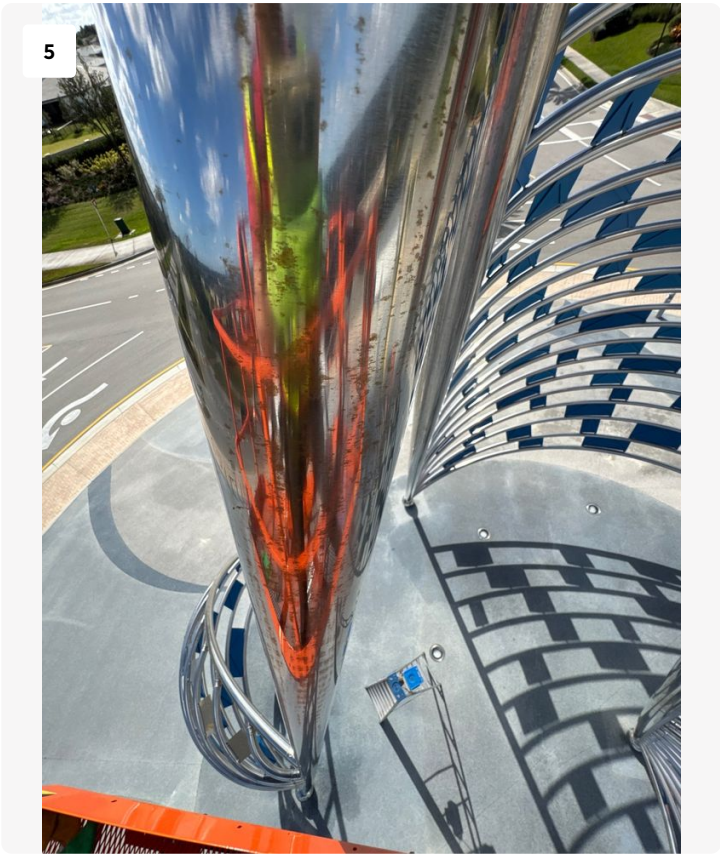
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Tags: Before



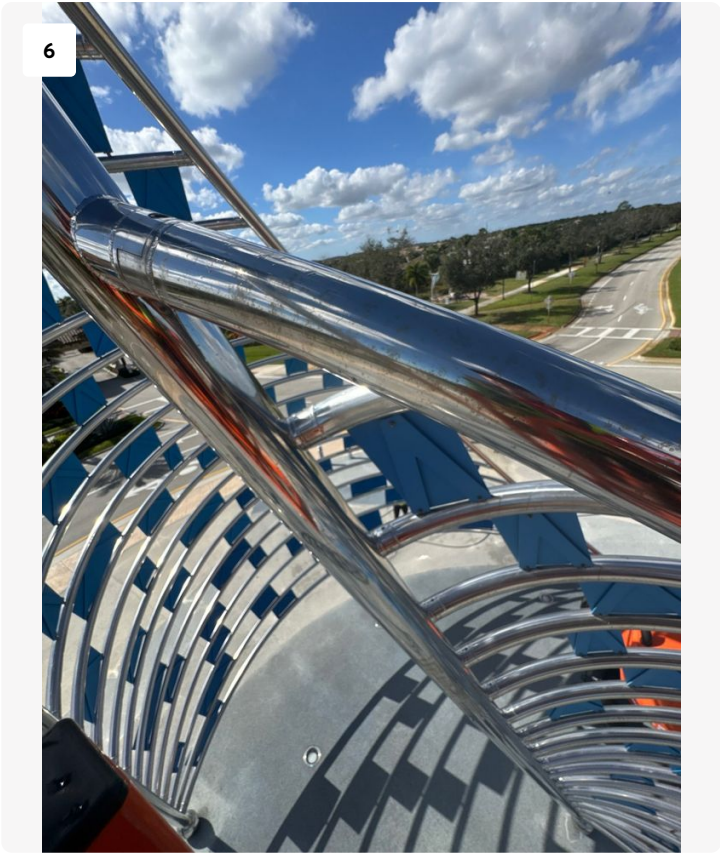
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Tags: Before



Project: 3 Sails
Tags: Before



Project: 3 Sails
Tags: Before



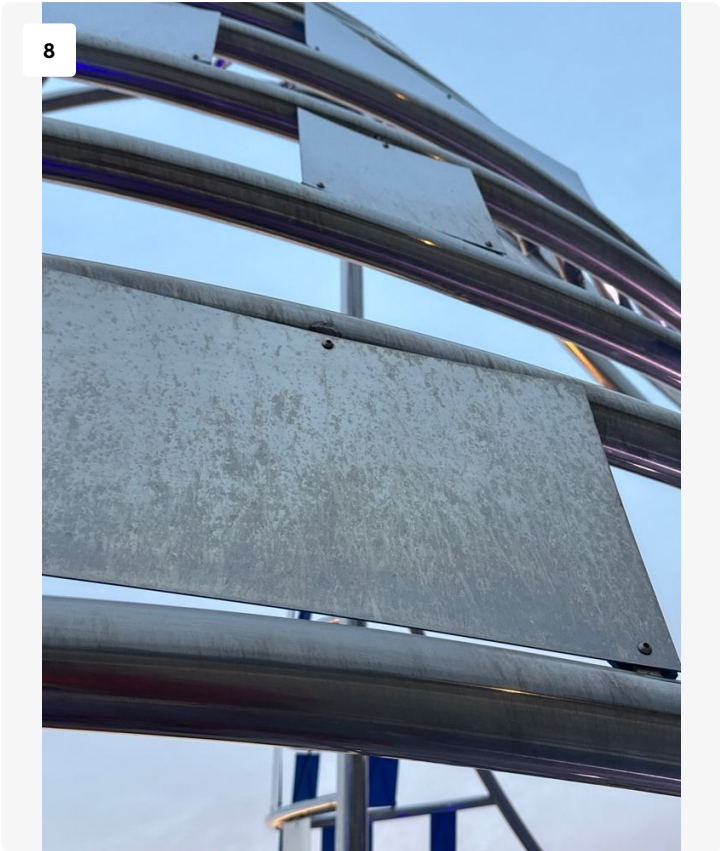
Project: 3 Sails
Tags: Before

7

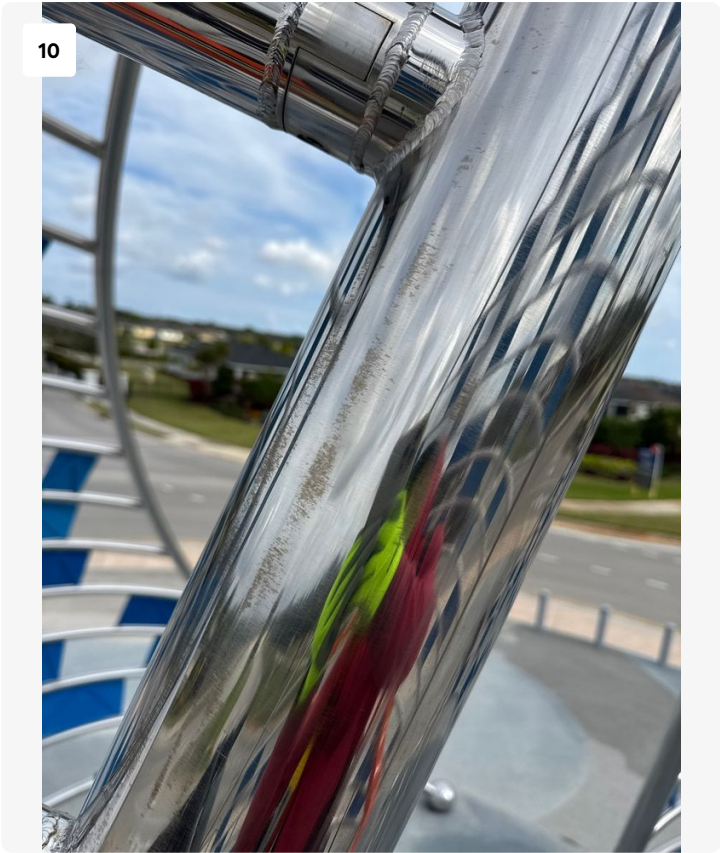
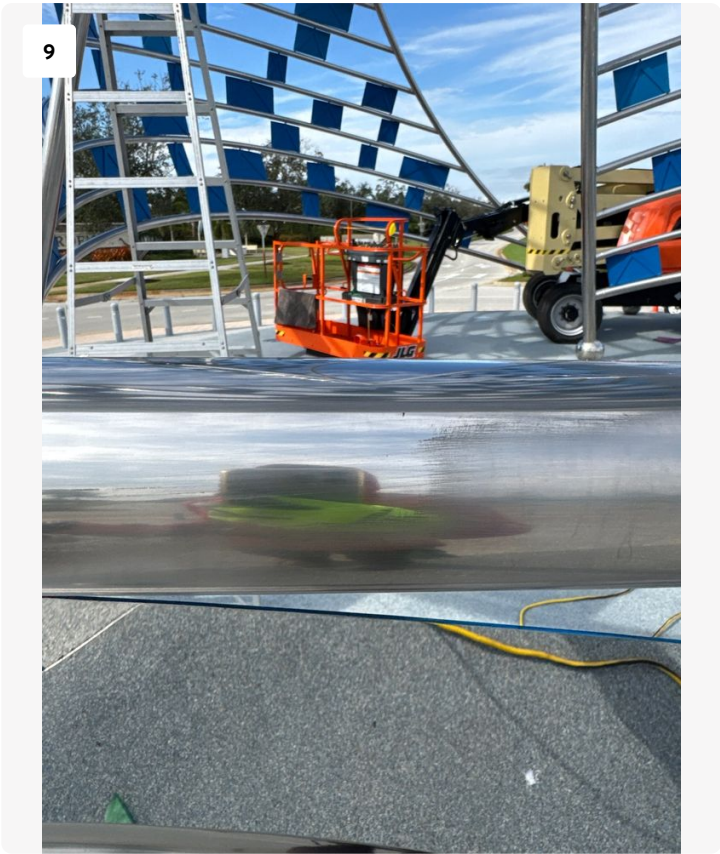


Project: 3 Sails
Tags: Before

8



Project: 3 Sails
Tags: Before



11



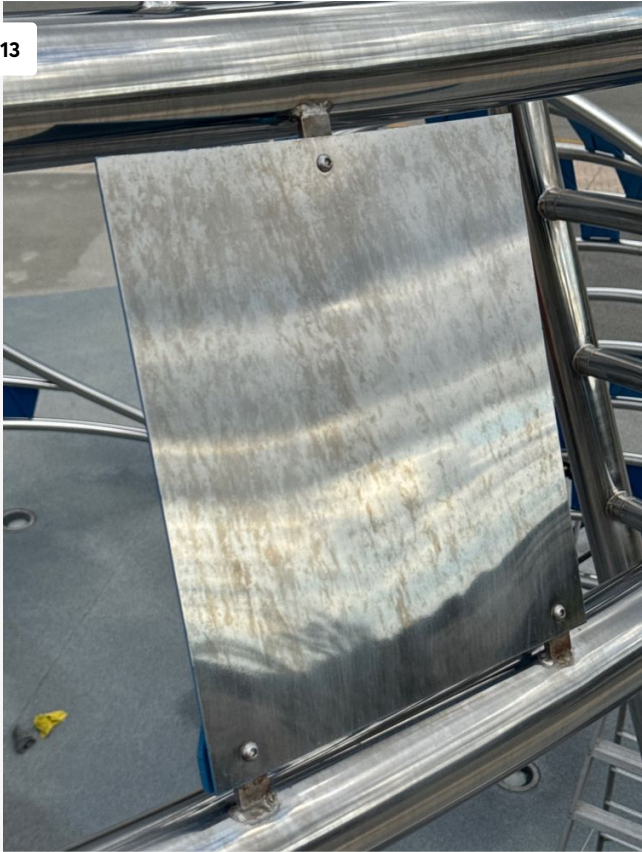
Project: 3 Sails
Tags: Before

12



Project: 3 Sails
Tags: Before

13



Project: 3 Sails
Tags: Before

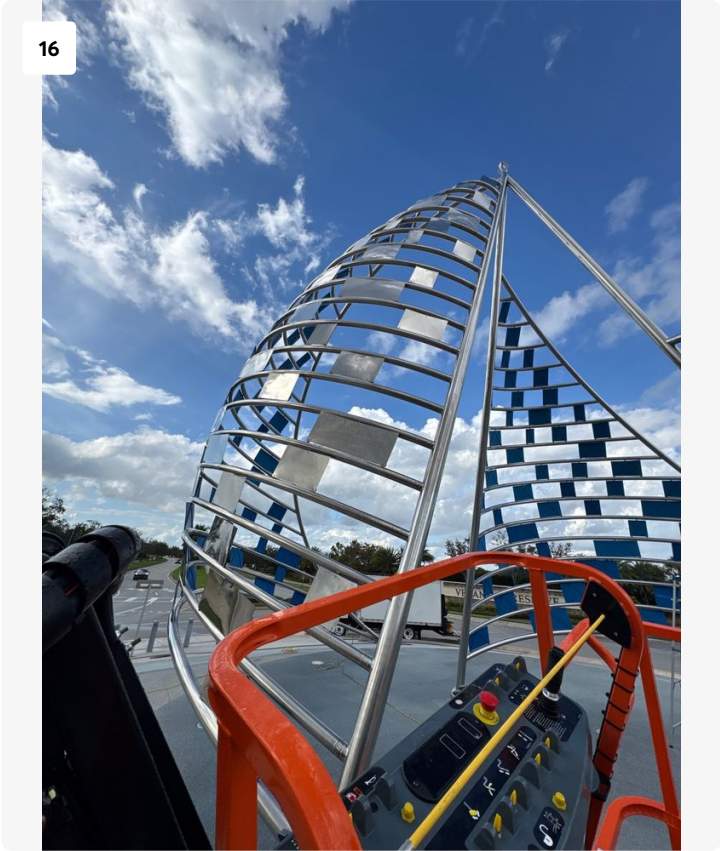
14



Project: 3 Sails
Tags: Before



Project: 3 Sails
Tags: Before



Project: 3 Sails
Tags: Before

17



Project: 3 Sails
Tags: Before

1



The entire sculpture was been washed. Due to heavy rust colored oxidation, all the surfaces needed to be high speed polished.

Project: 3 Sails

2



The result is a bright finish however, due to access issues with the 40ft articulating boom lift and the steep angle we were unable to polish the upper mirrored panels on the southeast corner.

Project: 3 Sails

3



Typically polished stainless is not difficult to clean however, there was apparent deep staining and residual adhesive on most polished surfaces likely caused by the pvc film trapping moisture during production and or transport to protect the polished material. It was very difficult to remove

Project: 3 Sails

Tags: After

4



We worked 3)12hr days to get a bulk of the work completed with the equipment rental. For access to the SE top section mirrored panels we will need to work from extension ladders.

Project: 3 Sails

5



Once the old oxidation and rust was completely removed, we are fairly confident the restoration will become "routine maintenance". Our request is to invoice for work completed and continue with the deep oxidation removal by ladder during the next site visit in March/April 2026.

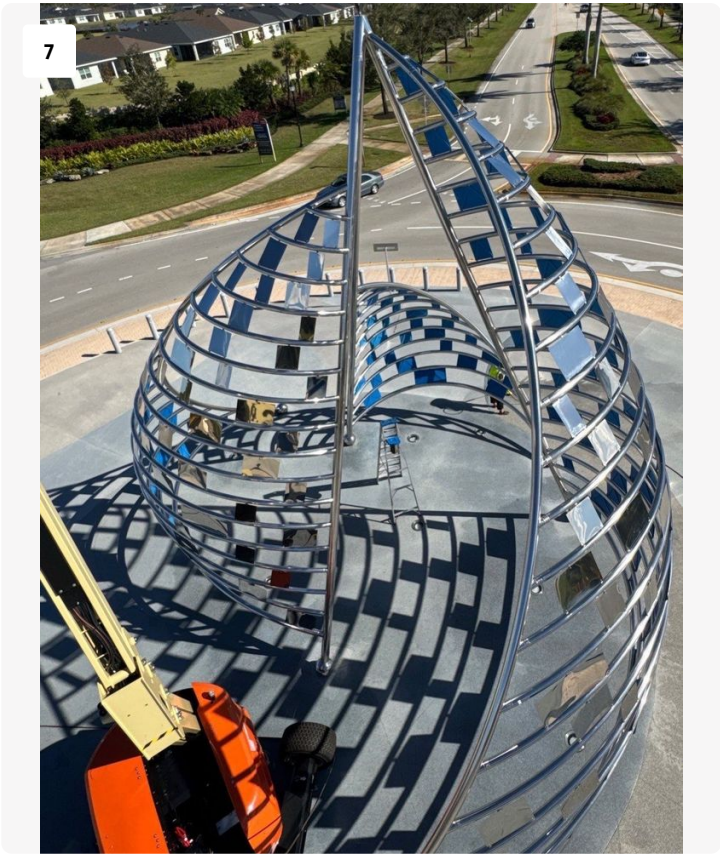
Project: 3 Sails

6

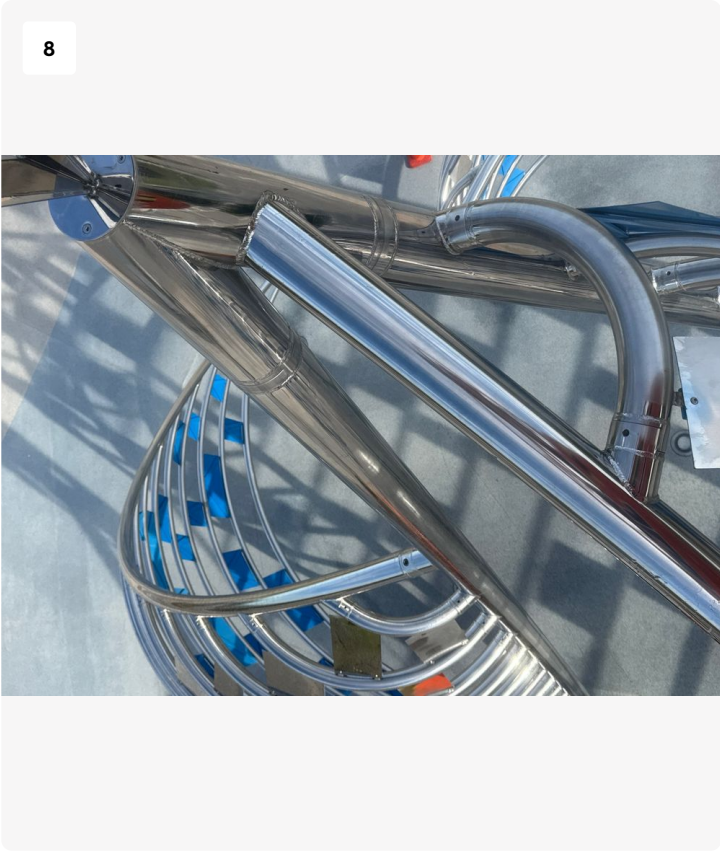


In summary, the stainless artwork has been deeply cleaned as well as the decorative porous concrete around the base. With continued maintenance the 3 Sails sculpture site will continue to get shinier with each site visit at no additional cost/expense.

Project: 3 Sails



Project: 3 Sails



Project: 3 Sails
Tags: After

9



Project: 3 Sails
Tags: After

10



Project: 3 Sails
Tags: After

11



Project: 3 Sails
Tags: After

12



Project: 3 Sails
Tags: After

13



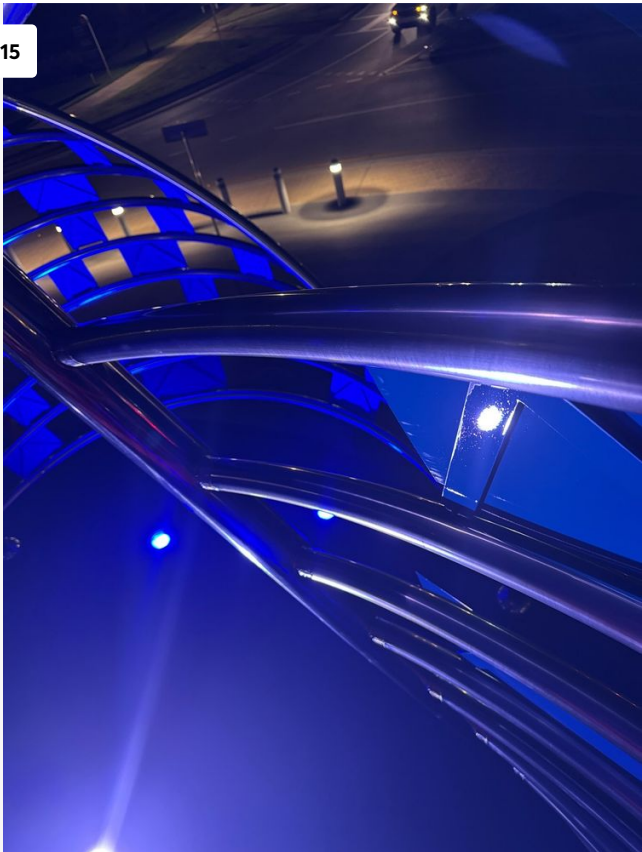
Project: 3 Sails
Tags: After

14



Project: 3 Sails
Tags: After

15

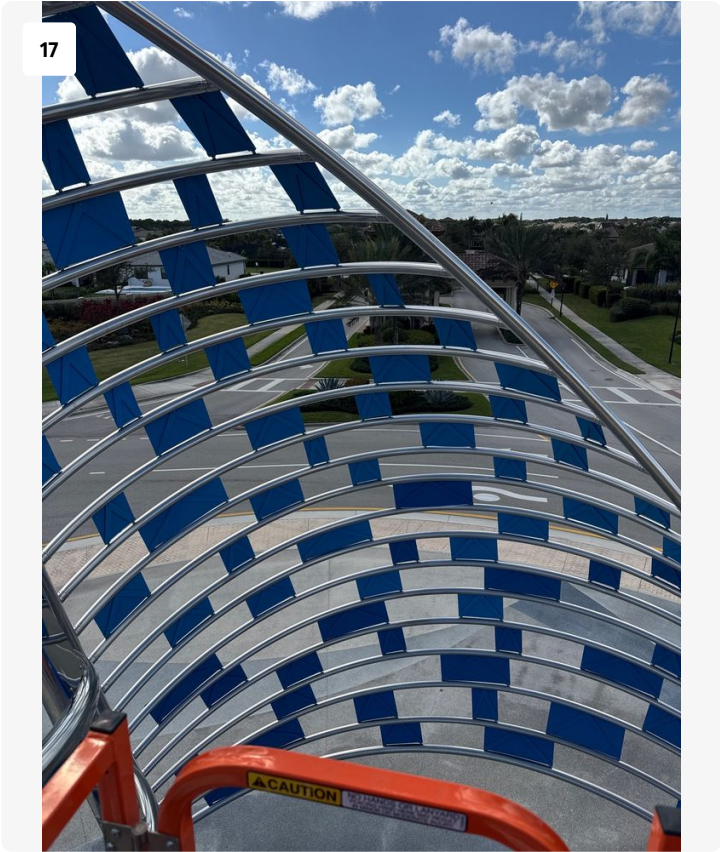


Project: 3 Sails

16



Project: 3 Sails



Project: 3 Sails



Project: 3 Sails
Tags: After

19



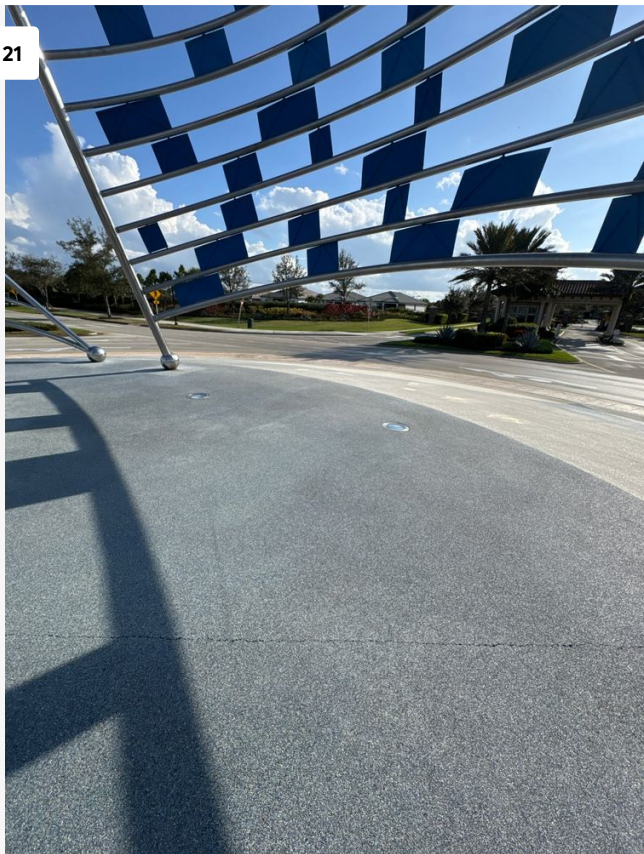
Project: 3 Sails
Tags: After

20



Project: 3 Sails
Tags: After

21



Project: 3 Sails
Tags: After

1



Two lights on the main deck are not working. The appear to have been marked with Blue tape prior to our arrival.

Project: 3 Sails

Tags: Needs Repair

2



Project: 3 Sails

Tags: Needs Repair

Tab 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**VERANDA
COMMUNITY DEVELOPMENT DISTRICT II**

The meeting of the Board of Supervisors of the Veranda Community Development District II was held on **October 21, 2025, at 1:04 p.m.** at the **Home2Suites By Hilton Stuart** located at **1440 NW Federal Hwy, Stuart, FL 34994**. Following is the agenda for the meeting.

Austin Burr	Board Supervisor, Chairman
Ben Meyers	Board Supervisor, Vice Chairman
Luke Rector	Board Supervisor, Assistant Secretary
Ted Charron	Board Supervisor, Assistant Secretary
Marilyn Lebowitz	Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes	District Manager, Rizzetta & Company, Inc.
Jonathan Johnson	District Counsel, Kutak Rock <i>(via phone)</i>
Roberto Cabrera	District Engineer, Culpepper & Terpening, Inc. <i>(via phone)</i>

Audience	Not Present
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FIRST ORDER OF BUSINESS**Call to Order/Roll Call**

Mr. Mendes called the meeting to order at 1:04 p.m. and confirmed a quorum.

SECOND ORDER OF BUSINESS**Audience Comments on the Agenda Items**

No members of the public were in attendance.

THIRD ORDER OF BUSINESS**Superior Waterway's Lake Report****1. Annual Lake Maintenance**

Mr. Mendes opened the discussion on the waterway reports and annual lake maintenance with the Members of the Board.

Mr. Mendes stated he will review the Veranda Preserves and Estates Preserves reports.

FOURTH ORDER OF BUSINESS**Premier Lakes Service Report**

The Members of the Board discussed and agreed to remove the premier lakes service reports from the agendas moving forward.

FIFTH ORDER OF BUSINESS

Hoover Pumping Systems

1. Phase 3 Pump Service Reports

Mr. Mendes reviewed the phase 3 pump service report with the Members of the Board and asked if there were any questions. There were none.

SIXTH ORDER OF BUSINESS

EW Consultants Inc.

1. 7th Annual Wetland Monitoring Report

The Members of the Board discussed the 7th annual wetland monitoring report.

Mr. Burr commented on the success of this project.

SEVENTH ORDER OF BUSINESS

**Consideration of Minutes of the
Regular Meeting Held on September
2, 2025**

Mr. Mendes presented the minutes from the meeting held on September 2, 2025, and asked if any changes were requested.

No revisions were requested.

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board approved the Minutes of the Regular Meeting Held on September 2, 2025, for Veranda Community Development District II.

EIGHTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for August
2025**

The Members of the Board reviewed the operation and maintenance expenditures for the month of August.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board approved the Operation and Maintenance Expenditures for August 2025 (\$33,513.84), for Veranda Community Development District II.

NINTH ORDER OF BUSINESS

**Consideration of Establishing an
Audit Committee & Setting a Date for
the First Meeting of Audit Committee**

The Members of the Board reviewed audit Committee needs and agreed to extend Grau auditing services through fiscal year 2026.

The Members of the Board agreed to hold the audit committee after the meeting on October 21st.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board approved the first Audit Committee meeting date of October 21st to review grade criteria, for Veranda Community Development District II.

TENTH ORDER OF BUSINESS

Ratification of District Items

1. Reserve Fund Expenses
2. Becker Road Mulching Proposal
3. District Engineer Certifications

Mr. Mendes reviewed the items for ratification with the Board Members and asked if there were any questions. There were none.

The Members of the Board reviewed the items for ratification.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board approved additional District Engineer Certifications for Veranda Community Development District II.

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board of Supervisors Ratified the Reserve Fund Expenses, Becker Road Mulching Proposal and the District Engineer Certifications, for Veranda Community Development District II.

ELEVENTH ORDER OF BUSINESS

Discussion Review of Bowman Report

Mr. Mendes opened the discussion regarding the Bowman reports.

Mr. Burr reviewed the completion of the Bowman reports with the Members of the Board.

Mr. Burr reviewed all findings of the Bowman project and overall collaborations on this project with the Board.

Mr. Burr reviewed details of the recommended maintenance in the upcoming days.

Mr. Burr noted all lakes have control systems up to date and explained their design to the Members of the Board.

Discussion ensued amongst the board regarding the functions of the current storm systems.

The Members of the Board discussed the success of recent storm events and stated that the systems have operated very well.

TWELFTH ORDER OF BUSINESS**Discussion of Lake Liner Repairs**

Mr. Mendes presented the lake liner agreement to the Members of the Board.

Mr. Burr briefed the Board on the ongoing progression of the lake liner project.

The Members of the Board reviewed the agreement with Firethorn for the repairs of the lake liner.

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board of Supervisors approved the Firethorn lake liner repairs agreement, in substantial form, granting Mr. Burr the authority to work with District Staff on finalizing the agreement, for Veranda Community Development District II.

THIRTEENTH ORDER OF BUSINESS**Consideration of Resolution 2026-01
Amended & Restated Budget
Appropriation (Under Separate
Cover)**

Mr. Mendes opened the topic for discussion with the Members of the Board and stated the negative balance on the reserve line has been adjusted.

The Members of the Board reviewed and approved Resolution 2026-01 amended and restated budget appropriation.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors adopted Resolution 2026-01 Amended & Restated Budget Appropriation, for Veranda Community Development District II.

FOURTEENTH ORDER OF BUSINESS**Consideration of EW Consultant's
Proposal**

The Members of the Board reviewed and approved EW Consultants Inc fiscal year 2025-2026 mitigation area maintenance services agreement.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors approved EW Consultants Inc fiscal year 2025-2026 mitigation area maintenance services agreement, for Veranda Community Development District II.

FIFTEENTH ORDER OF BUSINESS**Consideration of Grau & Associates
Fiscal Year 26 Engagement Extension
Letter**

Mr. Mendes reviewed the Grau & Associates Fiscal Year 26 Engagement Extension Letter with the Members of the Board.

Mr. Mendes stated the extension cost will be \$6,100, versus the budgeted amount of \$5,800.

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board of Supervisors approved the Grau & Associates Fiscal Year 26 Engagement Extension Letter, for Veranda Community Development District II.

SIXTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Mr. Johnson reviewed the updates on ethical training with the Members of the Board.

B. District Engineer

Mr. Cabrera Commented on the storm system projects.

Mr. Cabrera stated he will contact the city regarding potable water management.

Discussion ensued amongst the members of the board.

Mr. Cabrera commented on FDEP updates in the communities.

Mr. Burr recommended Mr. Cabrera to follow up with EW on new requirements.

C. District Manager

1. Annual Goals Review

2. Artwork Maintenance Updates

3. Bollard Repair Updates

Mr. Mendes reviewed the annual goals with the members of the board.

Discussion ensued amongst the board regarding the annual goals.

Mr. Mendes reviewed artwork maintenance updates and bollard repair updates with the members of the board.

Mr. Burr requested that three additional bollards be obtained.

Mr. Mendes stated he will contact EHman Paint bollards 2 requested colors.

Mr. Mendes stated the colored choice for bollards is pink for the month of October, orange & yellow for November, green & red for December.

SEVENTEENTH ORDER OF BUSINESS**Audience Comments and
Supervisor Requests**

There were no comments or requests at this time.

EIGHTEENTH ORDER OF BUSINESS**Adjournment**

On a motion by Mr. Burr, seconded by Ms. Lebowitz, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 1:53 p.m. for Veranda Community Development District II.

[SIGNATURES ON FOLLOWING PAGE]

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Secretary / Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 3

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

District Office · St. Augustine, FL 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.VERANDACDD2.ORG

Operation and Maintenance Expenditures September 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2025 through September 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$11,952.95**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Veranda Community Development District II

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clean Space Pressure Washing	300067	INV-003022	Monument Pressure Wash 08/25	\$275.00
Florida Power & Light Company	20250917-01	86852-19407 08/25 ACH	1500 SE Becker Road # B 08/25	\$41.36
Florida Power & Light Company	20250917-02	68416-19403 08/25 ACH	1462 SE Becker Road # IRR Pump 08/25	\$51.49
Florida Power & Light Company	20250917-03	90037-09400 08.25 ACH	942 SE Becker RD # IRR PMP 08/25	\$225.15
Gannett Florida LocaliQ	300076	0007303507	Legal Advertising 08/25	\$1,040.36
Impact Landscaping & Irrigation, LLC	300075	INV-75367	Irrigation Repair 08/25	\$852.50
Kutak Rock, LLP	300068	3613012	Legal Services 07/25	\$1,799.50
Luke Rector	300069	LR090225	Board of Supervisors Meeting 09/02/25	\$200.00
Marilyn Lebowitz	300070	ML090225	Board of Supervisors Meeting 09/02/25	\$200.00
Premier Lakes, Inc.	300071	2722	Annual Lake Maintenance 09/25	\$1,771.00
Rizzetta & Company, Inc.	300074	INV0000102231	District Management Fees 09/25	\$5,096.59
Robert A Burr	300072	AB090225	Board of Supervisors Meeting 09/02/25	\$200.00
Theodore H. Charron	300073	TC090225	Board of Supervisors Meeting 09/02/25	<u>\$200.00</u>
Report Total				<u>\$ 11,952.95</u>

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

District Office · St. Augustine, FL 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.VERANDACDD2.ORG

Operation and Maintenance Expenditures October 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$234,014.92**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Veranda Community Development District II

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clean Space Pressure Washing	300077	INV-003036	Monument Pressure Wash 09/25	\$ 275.00
Culpepper & Terpening, Inc.	300082	102341	General Engineering Services 09/25	\$ 33,793.52
Egis Insurance Advisors, LLC	300083	29399	Policy #100125355 10/01/2025-10/01/2026	\$ 15,733.00
Florida Department of Commerce	300088	93401	Special Districts Fee for FY 25-26	\$ 175.00
Florida Power & Light Company	20251021-01	68416-19403 09/25 ACH	1462 SE Becker Road # IRR Pump 09/25	\$ 35.45
Florida Power & Light Company	20251021-02	86852-19407 09/25 ACH	1500 SE Becker Road # B 09/25	\$ 41.91
Florida Power & Light Company	20251021-03	90037-09400 09/25 ACH	942 SE Becker RD # IRR PMP 09/25	\$ 127.89
Gannett Florida LocaliQ	300084	0007352271	Legal Advertising 09/25	\$ 129.40
Impact Landscaping & Irrigation, LLC	300009	INV-73190	Irrigation Repairs 04/25	\$ 90,000.00
Impact Landscaping & Irrigation, LLC	300009	INV-73191	Preserve Temp Pump and Generator 04/25	\$ 60,000.00
Impact Landscaping & Irrigation, LLC	300078	INV-75464	Landscape Maintenance 09/25	\$ 4,272.00
Impact Landscaping & Irrigation, LLC	300078	INV-75465	Landscape Maintenance 09/25	\$ 16,028.00
Impact Landscaping & Irrigation, LLC	300085	INV-75810	Irrigation Repair 09/25	\$ 675.00
Kutak Rock, LLP	300079	3627870	Legal Services 08/25	\$ 109.50

Veranda Community Development District II

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Premier Lakes, Inc.	300086	2845	Annual Lake Maintenance 10/25	\$ 1,771.00
Rizzetta & Company, Inc.	300080	INV0000103549	District Management Fees 10/25	\$ 4,987.25
Rizzetta & Company, Inc.	300081	INV0000103665	Assessment Roll (Annual) 10/25	\$ 5,736.00
Wynne Building Corporation	300087	100625 Wynne	Wynne Building Corporation for Meeting Room Rental 10/25	<u>\$ 125.00</u>
Report Total				<u>\$ 234,014.92</u>

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

District Office · St. Augustine, FL 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

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Operation and Maintenance Expenditures November 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2025 through November 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$32,028.36**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Veranda Community Development District II

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Disclosure Technology Services LLC	300090	1647	DTS Muni - CDA SaaS - 1 Year Subscription 10/25	\$4,250.00
Florida Power & Light Company	20251118-01	68416-19403 102525	1462 SE Becker Road # IRR Pump 10/25	\$32.18
Florida Power & Light Company	20251118-01	86852-19407 102525	1500 SE Becker Road # B 10/25	\$41.05
Florida Power & Light Company	20251118-01	90037-09400 102525	942 SE Becker RD # IRR PMP 10/25	\$117.42
Gannett Florida LocaliQ	300091	0007406125	Legal Advertising 10/25	\$145.08
Impact Landscaping & Irrigation, LLC	300092	INV-75830	Landscape Maintenance 10/25	\$16,028.00
Impact Landscaping & Irrigation, LLC	300092	INV-75831	Landscape Maintenance 10/25	\$4,272.00
Premier Lakes, Inc.	300093	2973	Annual Lake Maintenance 11/25	\$1,771.00
Rizzetta & Company, Inc.	300089	INV0000104461	District Management Services 11/25	\$4,987.25
School Now	300094	INV-SN-1090	School Now CDD ADA-PDF 10/25	<u>\$384.38</u>
Report Total				<u>\$ 32,028.36</u>

Tab 4

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

District Office – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue Bonds, Series 2018 (Assessment Area One – Gardens East Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to inform you that “Reserve Account Release Conditions” has been satisfied. Accordingly, and based on the certificate(s) attached hereto, please recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the attached requisition. Thank you for your assistance.

Veranda II Community Development District

By: Brian Mendes
Its: District Manager

Exhibit A: Applicable Supplemental Trust Indenture Provisions
Exhibit B: District Certificate

EXHIBIT A

The following provisions of the First Supplemental Trust Indenture ("**Supplemental Indenture**") are applicable:

"Debt Service Reserve Requirement" shall mean, with respect to the Assessment Area One Bonds, until the Reserve Account Release Conditions have been satisfied, an amount equal to the maximum annual debt service with respect to the initial principal amount of the Assessment Area One Bonds determined on the date of issuance. On the date the Reserve Account Release Conditions have been satisfied, the Debt Service Reserve Requirement for the Assessment Area One Bonds shall be reduced to an amount equal to 50% of the maximum annual debt service with respect to the Assessment Area One Bonds then Outstanding. Any excess in the Assessment Area One Debt Service Reserve Account as a result of such reduction in the Debt Service Reserve Requirement for the Assessment Area One Bonds shall be deposited into the Assessment Area One Acquisition and Construction Account. Any amount in the Assessment Area One Debt Service Reserve Account may, upon final maturity or redemption of all Outstanding Assessment Area One Bonds, be used to pay principal of and interest on the Assessment Area One Bonds. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which the Trustee may conclusively rely. After the date the Reserve Account Release Conditions have been satisfied, the Debt Service Reserve Requirement for the Assessment Area One Bonds shall be re-calculated upon the payment of principal of the Assessment Area One Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments). The Debt Service Reserve Requirement for the Assessment Area One Bonds is initially \$484,650.00.

"Reserve Account Release Conditions" shall mean (i) all of the single-family residential lots planned for Assessment Area One are fully developed and platted as certified in writing by the District Engineer; (ii) all of the platted single-family residential lots in Assessment Area One have closed with unaffiliated third-party homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

EXHIBIT B

**DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue Bonds, Series 2018 (Assessment Area One – Gardens East Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to address the satisfaction of certain reserve account release condition(s), as follows:

1. To the best of our knowledge and belief after reasonable inquiry, and based in part on the attached joinders, the following conditions have been satisfied:

“Reserve Account Release Conditions” shall mean (i) all of the single-family residential lots planned for Assessment Area One are fully developed and platted as certified in writing by the District Engineer; (ii) all of the platted single-family residential lots in Assessment Area One have closed with unaffiliated third-party homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

2. Based on the foregoing, it is appropriate at this time that the Trustee recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the enclosed requisition.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the undersigned authorized representative has executed the foregoing District Certificate regarding Satisfaction of Release Condition(s).

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

By: Brian Mendes
Its: District Manager

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of December, 2025, by Brian Mendes, as District Manager for the Veranda II Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**DISTRICT ENGINEER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

The undersigned, as a representative of the District Engineer, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of our knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2018AA1 Assessments have been developed and platted and sold to end users.

CULPEPPER & TERPENING, INC.

By: _____
Its: _____

**DEVELOPER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

Veranda St. Lucie Land Holdings, LLC, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of its knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2018AA1 Assessments have been developed and platted and closed with end users.

Veranda St. Lucie Land Holdings, LLC

By: _____
Its: _____

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

District Office – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue Bonds, Series 2018 (Assessment Area Two – Preserve West Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to inform you that “Reserve Account Release Conditions” has been satisfied. Accordingly, and based on the certificate(s) attached hereto, please recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the attached requisition. Thank you for your assistance.

Veranda II Community Development District

By: Brian Mendes
Its: District Manager

Exhibit A: Applicable Supplemental Trust Indenture Provisions
Exhibit B: District Certificate

EXHIBIT A

The following provisions of the Second Supplemental Trust Indenture ("**Supplemental Indenture**") are applicable:

"Debt Service Reserve Requirement" shall mean, with respect to the Assessment Area Two Bonds, until the Reserve Account Release Conditions have been satisfied, an amount equal to the maximum annual debt service with respect to the initial principal amount of the Assessment Area Two Bonds determined on the date of issuance. On the date the Reserve Account Release Conditions have been satisfied, the Debt Service Reserve Requirement for the Assessment Area Two Bonds shall be reduced to an amount equal to 50% of the maximum annual debt service with respect to the Assessment Area Two Bonds then Outstanding. Any excess in the Assessment Area Two Debt Service Reserve Account as a result of such reduction in the Debt Service Reserve Requirement for the Assessment Area Two Bonds shall be deposited into the Assessment Area Two Acquisition and Construction Account. Any amount in the Assessment Area Two Debt Service Reserve Account may, upon final maturity or redemption of all Outstanding Assessment Area Two Bonds, be used to pay principal of and interest on the Assessment Area Two Bonds. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which the Trustee may conclusively rely. After the date the Reserve Account Release Conditions have been satisfied, the Debt Service Reserve Requirement for the Assessment Area Two Bonds shall be re-calculated upon the payment of principal of the Assessment Area Two Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments). The Debt Service Reserve Requirement for the Assessment Area Two Bonds is initially \$461,912.50.

"Reserve Account Release Conditions" shall mean (i) all of the single-family residential lots planned for Assessment Area Two are fully developed and platted as certified in writing by the District Engineer; (ii) all of the platted single-family residential lots in Assessment Area Two have closed with unaffiliated third-party homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

EXHIBIT B

**DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue Bonds, Series 2018 (Assessment Area Two – Preserve West Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to address the satisfaction of certain reserve account release condition(s), as follows:

1. To the best of our knowledge and belief after reasonable inquiry, and based in part on the attached joinders, the following conditions have been satisfied:

“Reserve Account Release Conditions” shall mean (i) all of the single-family residential lots planned for Assessment Area Two are fully developed and platted as certified in writing by the District Engineer; (ii) all of the platted single-family residential lots in Assessment Area Two have closed with unaffiliated third-party homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

2. Based on the foregoing, it is appropriate at this time that the Trustee recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the enclosed requisition.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the undersigned authorized representative has executed the foregoing District Certificate regarding Satisfaction of Release Condition(s).

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

By: Brian Mendes
Its: District Manager

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of December, 2025, by Brian Mendes, as District Manager for the Veranda II Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**DISTRICT ENGINEER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

The undersigned, as a representative of the District Engineer, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of our knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2018AA2 Assessments have been developed and platted and sold to unaffiliated third party home builders.

CULPEPPER & TERPENING, INC.

By: _____
Its: _____

**DEVELOPER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

Veranda St. Lucie Land Holdings, LLC, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of its knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2018AA2 Assessments have been developed and platted and sold to unaffiliated third party home builders.

Veranda St. Lucie Land Holdings, LLC

By: _____

Its: _____

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

District Office – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue and Refunding Bonds, Series 2021 (Assessment Area Four –
Veranda Oaks Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to inform you that "Reserve Account Release Conditions" has been satisfied. Accordingly, and based on the certificate(s) attached hereto, please recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the attached requisition. Thank you for your assistance.

Veranda II Community Development District

By: Brian Mendes
Its: District Manger

Exhibit A: Applicable Supplemental Trust Indenture Provisions
Exhibit B: District Certificate

EXHIBIT A

The following provisions of the Fourth Supplemental Trust Indenture ("**Supplemental Indenture**") are applicable:

"Debt Service Reserve Requirement" shall mean, with respect to the Assessment Area Four Bonds, until the Reserve Account Release Conditions have been satisfied, an amount equal to the maximum annual debt service with respect to the Outstanding Assessment Area Four Bonds. On the date the Reserve Account Release Conditions have been satisfied, the Debt Service Reserve Requirement for the Assessment Area Four Bonds shall be reduced to an amount equal to 50% of the maximum annual debt service with respect to the Outstanding Assessment Area Four Bonds. Any excess in the Assessment Area Four Debt Service Reserve Account as a result of such reduction in the Debt Service Reserve Requirement for the Assessment Area Four Bonds shall be deposited into the Assessment Area Four Acquisition and Construction Account. Any amount in the Assessment Area Four Debt Service Reserve Account may, upon final maturity or redemption of all Outstanding Assessment Area Four Bonds, be used to pay principal of and interest on the Assessment Area Four Bonds. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which the Trustee may conclusively rely. The Debt Service Reserve Requirement for the Assessment Area Four Bonds shall be recalculated upon the payment of principal of the Assessment Area Four Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments). The Debt Service Reserve Requirement for the Assessment Area Four Bonds is initially \$453,900.00.

"Reserve Account Release Conditions" shall mean (i) all of the single-family residential lots planned for Assessment Area Four are platted as certified in writing by the District Engineer; (ii) all of the platted single-family residential lots subject to the Assessment Area Four Bonds Special Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

EXHIBIT B

**DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue and Refunding Bonds, Series 2021 (Assessment Area Four –
Veranda Oaks Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to address the satisfaction of certain reserve account release condition(s), as follows:

1. To the best of our knowledge and belief after reasonable inquiry, and based in part on the attached joinders, the following conditions have been satisfied:

“Reserve Account Release Conditions” shall mean (i) all of the single-family residential lots planned for Assessment Area Four are platted as certified in writing by the District Engineer; (ii) all of the platted single-family residential lots subject to the Assessment Area Four Bonds Special Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

2. Based on the foregoing, it is appropriate at this time that the Trustee recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the enclosed requisition.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the undersigned authorized representative has executed the foregoing District Certificate regarding Satisfaction of Release Condition(s).

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

By: Brian Mendes
Its: District Manager

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of December, 2025, by Brian Mendes, as District Manager for the Veranda II Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**DISTRICT ENGINEER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

The undersigned, as a representative of the District Engineer, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of our knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2021AA4 Assessments have been platted and closed with home builders.

CULPEPPER & TERPENING, INC.

By: _____
Its: _____

**DEVELOPER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

Veranda St. Lucie Land Holdings, LLC, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of its knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2021AA4 Assessments have been platted and closed with home builders.

Veranda St. Lucie Land Holdings, LLC

By: _____
Its: _____

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

District Office – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue and Refunding Bonds, Series 2021 (Assessment Area Five Phase 1 –
Veranda Estates Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to inform you that “Reserve Account Release Conditions” has been satisfied. Accordingly, and based on the certificate(s) attached hereto, please recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the attached requisition. Thank you for your assistance.

Veranda II Community Development District

By: Brian Mendes
Its: District Manger

Exhibit A: Applicable Supplemental Trust Indenture Provisions
Exhibit B: District Certificate

EXHIBIT A

The following provisions of the Fifth Supplemental Trust Indenture ("**Supplemental Indenture**") are applicable:

"Debt Service Reserve Requirement" shall mean, with respect to the Assessment Area Five-Phase 1 Bonds, until the Reserve Account Release Conditions have been satisfied, an amount equal to the maximum annual debt service with respect to the Outstanding Assessment Area Five-Phase 1 Bonds. On the date the Reserve Account Release Conditions have been satisfied, the Debt Service Reserve Requirement for the Assessment Area Five-Phase 1 Bonds shall be reduced to an amount equal to 50% of the maximum annual debt service with respect to the Outstanding Assessment Area Five-Phase 1 Bonds. Any excess in the Assessment Area Five-Phase 1 Debt Service Reserve Account as a result of such reduction in the Debt Service Reserve Requirement for the Assessment Area Five-Phase 1 Bonds shall be deposited into the Assessment Area Five-Phase 1 Acquisition and Construction Account. Any amount in the Assessment Area Five-Phase 1 Debt Service Reserve Account may, upon final maturity or redemption of all Outstanding Assessment Area Five-Phase 1 Bonds, be used to pay principal of and interest on the Assessment Area Five-Phase 1 Bonds. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which the Trustee may conclusively rely. The Debt Service Reserve Requirement for the Assessment Area Five-Phase 1 Bonds shall be recalculated upon the payment of principal of the Assessment Area Five-Phase 1 Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments). The Debt Service Reserve Requirement for the Assessment Area Five-Phase 1 Bonds is initially \$281,300.00.

"Reserve Account Release Conditions" shall mean (i) all of the single-family residential lots planned for Assessment Area Five-Phase 1 are platted as certified in writing by the District Engineer; (ii) all of the platted single-family residential lots subject to the Assessment Area Five-Phase 1 Bonds Special Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

EXHIBIT B

**DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue and Refunding Bonds, Series 2021 (Assessment Area Five Phase 1 –
Veranda Estates Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to address the satisfaction of certain reserve account release condition(s), as follows:

1. To the best of our knowledge and belief after reasonable inquiry, and based in part on the attached joinders, the following conditions have been satisfied:

“Reserve Account Release Conditions” shall mean (i) all of the single-family residential lots planned for Assessment Area Five-Phase 1 are platted as certified in writing by the District Engineer; (ii) all of the platted single-family residential lots subject to the Assessment Area Five-Phase 1 Bonds Special Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

2. Based on the foregoing, it is appropriate at this time that the Trustee recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the enclosed requisition.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the undersigned authorized representative has executed the foregoing District Certificate regarding Satisfaction of Release Condition(s).

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

By: Brian Mendes
Its: District Manager

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of December, 2025, by Brian Mendes, as District Manager for the Veranda II Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**DISTRICT ENGINEER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

The undersigned, as a representative of the District Engineer, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of our knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2021AA5 Assessments have been platted and closed with home builders.

CULPEPPER & TERPENING, INC.

By: _____
Its: _____

**DEVELOPER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

Veranda St. Lucie Land Holdings, LLC, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of its knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2021AA5 Assessments have been platted and closed with home builders.

Veranda St. Lucie Land Holdings, LLC

By: _____
Its: _____

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

District Office – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue and Refunding Bonds, Series 2024 (Assessment Area Five Phase 2 –
Veranda Estates Project)
Satisfaction of Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to inform you that “First Reserve Account Release Conditions” has been satisfied. Accordingly, and based on the certificate(s) attached hereto, please recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the attached requisition. Thank you for your assistance.

Veranda II Community Development District

By: Brian Mendes
Its: District Manger

Exhibit A: Applicable Supplemental Trust Indenture Provisions
Exhibit B: District Certificate

EXHIBIT A

The following provisions of the Seventh Supplemental Trust Indenture ("**Supplemental Indenture**") are applicable:

"Debt Service Reserve Requirement" shall mean, with respect to the Assessment Area Five - Phase 2 Bonds, until the First Reserve Account Release Conditions have been satisfied, an amount equal to the maximum annual debt service with respect to the Outstanding Assessment Area Five - Phase 2 Bonds. On the date the First Reserve Account Release Conditions have been satisfied, the Debt Service Reserve Requirement for the Assessment Area Five - Phase 2 Bonds shall be reduced to an amount equal to 50% of the maximum annual debt service with respect to the Outstanding Assessment Area Five - Phase 2 Bonds. On the date the Second Reserve Account Release Conditions have been satisfied, the Debt Service Reserve Requirement for the Assessment Area Five - Phase 2 Bonds shall be reduced to an amount equal to 10% of the maximum annual debt service with respect to the Outstanding Assessment Area Five - Phase 2 Bonds. Any excess in the Assessment Area Five - Phase 2 Debt Service Reserve Account as a result of such reduction in the Debt Service Reserve Requirement for the Assessment Area Five - Phase 2 Bonds shall be deposited into the Assessment Area Five - Phase 2 Acquisition and Construction Account. Any amount in the Assessment Area Five - Phase 2 Debt Service Reserve Account may, upon final maturity or redemption of all Outstanding Assessment Area Five - Phase 2 Bonds, be used to pay principal of and interest on the Assessment Area Five - Phase 2 Bonds. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the First Reserve Account Release Conditions or the Second Reserve Account Release Conditions have been satisfied, upon which the Trustee may conclusively rely. The Debt Service Reserve Requirement for the Assessment Area Five - Phase 2 Bonds shall be re-calculated upon the payment of principal of the Assessment Area Five - Phase 2 Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments). The Debt Service Reserve Requirement for the Assessment Area Five - Phase 2 Bonds is initially \$431,378.13.

"First Reserve Account Release Conditions" shall mean (i) all of the Outstanding principal portion of the Assessment Area Five – Phase 2 Special Assessments shall have been assigned to single-family residential lots within Assessment Area Five - Phase 2 that have been platted as certified in writing by the Consulting Engineer; (ii) all of the platted single-family residential lots subject to the Assessment Area Five - Phase 2 Bonds Special Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

EXHIBIT B

**DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

December 11, 2025

U.S. Bank, N.A. - CDD
Lockbox Services 12-2657
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108
Attn: Leanne Duffy
E-mail: leanne.duffy@usbank.com

VIA EMAIL

RE: Veranda II Community Development District
Special Assessment Revenue and Refunding Bonds, Series 2024 (Assessment Area Five Phase 2 –
Veranda Estates Project)
Satisfaction of First Reserve Account Release Conditions

Dear Ms. Duffy,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to address the satisfaction of certain reserve account release condition(s), as follows:

1. To the best of our knowledge and belief after reasonable inquiry, and based in part on the attached joinders, the following conditions have been satisfied:

“First Reserve Account Release Conditions” shall mean (i) all of the Outstanding principal portion of the Assessment Area Five – Phase 2 Special Assessments shall have been assigned to single-family residential lots within Assessment Area Five - Phase 2 that have been platted as certified in writing by the Consulting Engineer; (ii) all of the platted single-family residential lots subject to the Assessment Area Five - Phase 2 Bonds Special Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Bonds of the District.

2. Based on the foregoing, it is appropriate at this time that the Trustee recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the enclosed requisition.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the undersigned authorized representative has executed the foregoing District Certificate regarding Satisfaction of Release Condition(s).

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

By: Brian Mendes
Its: District Manager

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of December, 2025, by Brian Mendes, as District Manager for the Veranda II Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**DISTRICT ENGINEER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

The undersigned, as a representative of the District Engineer, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of our knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2024AA5 Assessments have been platted and closed with home builders.

CULPEPPER & TERPENING, INC.

By: _____
Its: _____

**DEVELOPER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 2025

Veranda St. Lucie Land Holdings, LLC, hereby joins in the District Certificate regarding Satisfaction of Reserve Account Release Conditions in order to further certify that, to the best of its knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2024AA5 Assessments have been platted and closed with home builders.

Veranda St. Lucie Land Holdings, LLC

By: _____
Its: _____



PROPOSAL

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED
	Becker Road Oak Tree replacements due to prior storms		
	Damage and distress from being downed and righted		
	Planted in Circle Round-Abouts road rock base rock		
	1 east entrance of VP, 1 Mosaic/VO circles		
2	8" cal Oak "Sky Climber" includes transport	\$ 6,250.00	\$ 12,500.00
2	Remove root ball, cut up debris and haul off site to landfill	\$ 1,500.00	\$ 3,000.00
8	Yards of top soil to ammend "soil" and rocky conditions	\$ 300.00	\$ 2,400.00
1	NTE irrigation repair and adjust	\$ 750.00	\$ 750.00
TOTAL			\$ 18,650.00



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

August 11, 2025

To Board of Supervisors
Veranda II Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

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

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

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

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

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

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

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

Our fee for these services will not exceed \$5,900 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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

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

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

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

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

We appreciate the opportunity to be of service to Veranda II Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Veranda II Community Development District.

By: _____

Title: _____

Date: _____



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



Peer Review
Program

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

March 17, 2023

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

Tab 5

This instrument prepared by (and return to):
Russell G. Ward
Office of the City Attorney
121 SW Port St Lucie Blvd
Port St. Lucie, FL 34984

INTERLOCAL AGREEMENT TO MAINTAIN CERTAIN LANDSCAPING AND HARDSCAPE IMPROVEMENTS — VERANDA COMMUNITY DEVELOPMENT DISTRICT II

THIS AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2025, by and between VERANDA COMMUNITY DEVELOPMENT DISTRICT II (the “**District**”), a community development district organized under Chapter 190, *Florida Statutes*, and the CITY OF PORT ST. LUCIE (the “**City**”), a municipal corporation of the State of Florida.

PRELIMINARY STATEMENT

A. The District encompasses the mixed-use development referred to as “Veranda” (the “**Development**”).

B. The lands within the District, as established in City of Port St. Lucie Ordinance 18-30, (the “**District Lands**”) are located entirely within municipal limits of the City.

C. The principal purpose of the District is to exercise its special powers to provide infrastructure, public improvements and community facilities and services for the benefit of the District Lands within its boundaries, as provided in Section 190.012, *Florida Statutes*.

D. The Fourth Amendment to Development Agreement between Veranda St. Lucie Land Holdings, LLC, a Delaware limited liability company (“**Developer**”), and the City was entered into on April 13, 2020, recorded in the Official Records at Book 4416, Page 2316, of the Public Records of St. Lucie County, Florida, and provided that the District would be responsible for the construction and funding of all costs associated with the administration, CEI, design and construction of SE Becker Road to NW Gilson Road, to include the section of SE Becker Road from SE Via Tesoro to Gilson Road, which section is depicted on **Exhibit A-1** attached hereto (the “**Road**”).

E. The City and the St. Lucie County Board of County Commissioners (the “**County**”) entered into that certain Interlocal Agreement for Maintenance of the Roundabout at the Gilson Road and Becker Road Intersection dated September 13, 2021 (the “**Interlocal Agreement**”) pursuant to which the City and the Country agreed upon certain obligations as to the maintenance of the single-lane roundabout at the intersection of SE Becker Road and NW Gilson Road (the “**Roundabout**”), which Roundabout is more particularly depicted on **Exhibit A-2** attached hereto and shall include the central median and splitter islands located within the Roundabout east of the demarcation line depicted on **Exhibit A-2** attached hereto.

F. At the request of the City, the District has agreed to assume certain of the City's maintenance responsibilities set forth in the Development Agreement and the Interlocal Agreement for the Road and the Roundabout as more particularly set forth herein.

G. The District has determined that it would be in the best interest of all landowners within the District Lands for the Road and Roundabout to be maintained as set forth in this Agreement.

J. The Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, provides a method for governmental entities to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

K. The parties have also entered into that certain Interlocal Agreement for Public Art Contribution and License Agreement dated August 11, 2020 and recorded in Official Records Book 4465, Page 2829 of the Public Records of St. Lucie County, Florida (the "**Art Contribution Agreement**"), which specifies certain obligations on the part of the District.

L. There exists certain landscaping located north of the right of way of Becker Road depicted on **Exhibit A-3**, Becker Road Street Tree Landscape Phase 3 Landscape Plan. Such landscaping is located on property owned by the District and is currently irrigated by the City irrigation system. The District has all ownership, care, and maintenance responsibility for such landscaping. The City has no responsibility for the maintenance or care of such landscaping and any irrigation is being provided gratuitously to the District. Nothing in this Agreement shall be interpreted to impose any maintenance or care obligations on the City for any landscaping not on City property.

NOW, THEREFORE, in consideration of the covenants, conditions, and premises set forth in this Agreement, the District and the City, for themselves, their legal representatives, successors, and assigns, agree as follows:

1. Recitations; Authority.

a. The recitations and findings set forth in the above Preliminary Statement are true and correct, and together with the exhibits attached hereto, are incorporated by reference.

b. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*.

2. Definitions. Except as otherwise provided, as used in this Agreement, the following terms shall have the meanings set forth below:

"*Florida Greenbook*" shall mean the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, as adopted by the Florida Department of Transportation (2018 Edition), as it may be amended or as revisions or new versions may be adopted.

“*Hardscape Improvements*” shall mean the following, if and when installed: the Spinnakers at Veranda artwork, referred to as Veranda Sails in the Art Contribution Agreement, and associated bollards and decorative base, pavers and decorative boulders.

“*Irrigation System*” shall mean all irrigation zonal distribution lines, heads, clocks, and controls within the Road and Roundabout, but excluding any pump stations.

“*Landscaping*” shall mean all plant materials.

“*Maintenance*” shall mean and include only the following, subject to the terms and conditions in this Agreement:

a. For Hardscape Improvements, periodically cleaning the Hardscape Improvements and keeping such items in good order, including having the option, but not responsibility, to either repair, replace or remove any Hardscape Improvement that is damaged or destroyed.

b. For Landscaping, maintenance shall mean according to generally accepted maintenance standards, and in no event less than the more rigorous of (i) the applicable standard set forth in Chapter 10, Section B.5.b Routine Maintenance, of the Florida Greenbook as applied within the City, or (ii) the then-current landscaping standards adopted by the City applicable to right-of-way owned by the City, and shall include:

- (A) watering and fertilizing all plants and keeping them as free as reasonably practicable from disease and harmful insects;
- (B) mulching the plant beds annually (recycled mulch in a uniform color, reasonably subject to the approval of the City prior to placement, 2” minimum);
- (C) periodic clearing of weeds;
- (D) periodic mowing and/or cutting the grass;
- (E) removing all or parts of dead or diseased plants and trees, or plants and trees in accordance with the latest edition of the Florida Department of Agriculture’s “Grades and Standards for Nursery Plants”;
- (F) keeping the Hardscape Improvements free from weeds and the option, but not the obligation, to repair any areas that are in disrepair and may be a safety hazard; and
- (G) removing litter prior to regular maintenance activities

Notwithstanding anything herein to the contrary, Maintenance of the Landscaping shall specifically exclude pruning plants and trees that present a visual hazard for those using the Road and the Roundabout and replacing any plants and/or trees which may become dead or diseased, unless such replacement is required as a result of the gross negligence or willful misconduct of the District or the

failure of the District to perform its responsibilities under this Agreement, in which event such plants and trees shall be replaced with plants and trees of similar size and grade, as may be appropriate based on survivability, safety, and other relevant factors, and consistent with the general intent of the original plans and specifications. In the event any replacements are required for any reason other than those that are expressly set forth as the District's responsibility in the preceding sentence (for example, acts of God, weather conditions that are unusually severe or exceed average conditions for that time of year, persistent inclement weather, accidents caused by an unrelated third party, etc.) or repairs or replacements are required as a result of the gross negligence or willful misconduct of the City, then the City shall complete such repairs and/or replacements. The City shall be responsible for pruning plants and trees that present a visual hazard for those using the Road and the Roundabout.

3. District Responsibilities—Irrigation System, Landscaping and Hardscape Improvements.

a. **Maintenance.** During the entire term of this Agreement, the District shall be responsible for all Maintenance, and for any repairs to the Irrigation System and/or the Landscaping that cost less than Five Thousand Dollars (\$5,000.00)(the “**Threshold**”) per repair. For the purposes of this Paragraph, the term “repair” shall also apply in the aggregate for multiple repairs to interconnected components, when such repairs are completed concurrently. For every repair that costs more than the Threshold, the District shall deliver a bill for such repairs to the City at the notice addresses set forth below. The City shall pay such reimbursement bill within thirty (30) days after receipt from the District. All Maintenance of the Landscaping and Hardscape Improvements and repairs of the Irrigation System and Landscaping for which the District is responsible under this Agreement shall be performed by licensed and insured contractors retained for such purpose by the District, and not by its own employees. District agrees to require any and all of the contractors who enter upon and perform work within the Road and/or Roundabout to obtain and maintain in full force and effect insurance insuring against loss or liability in connection with bodily injury, death, property damage, or destruction occurring on or about the Road and/or Roundabout as set forth in the attached **Exhibit B**. The City shall be named as an additional insured under the policies in the manner described in **Exhibit B**. Prior to any contractor entering onto and commencing work within the Road and/or Roundabout, District shall deliver to the City certificates of insurance for such contractor evidencing the coverages required by this paragraph.

(i) **Threshold Adjustment.** The value of the Threshold shall be adjusted based upon the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, US City Average, All Items, Not Seasonally Adjusted, Base Period 1982-84=100 (CPI-U) (the “Index”), against the value of the Index on the Effective Date.

b. **Timeframe for Maintenance.** If the City identifies any Maintenance or repairs required by the District hereunder that the District has not completed, the City shall deliver notice to the District of such incomplete Maintenance or repair. Upon the District's receipt of such notice, the District shall perform such Maintenance or repair within the timeframes specified by the Florida Department of Transportation (“**FDOT**”)’s Guidance for Establishing Construction Contract Duration.

c. **Termination of Agreement.**

(i) Termination by City. Notwithstanding any other provision, the City may terminate this Agreement at any time following the Effective Date and thereafter assume responsibility for Maintenance of the Landscaping and Hardscape Improvements and routine repairs of the Irrigation System upon:

(A) The City providing written notice to the District detailing a default in the District's Maintenance obligations under this Agreement, and

(B) The District failing, within ninety (90) days of receiving such written notice, to cure such default or to commence reasonable corrective action if the default cannot be fully cured within such period.

(ii) Termination by District. In the event of a default by the City and a failure of the City to cure such failure within ninety (90) days after written notice from the District, the District shall be entitled to all remedies available at law and in equity.

d. Indemnification. To the extent permitted by law, the District agrees to release, waive, relinquish, discharge, hold harmless, and indemnify the City, its officers, elected officials, employees, agents, successors, and assigns, from any and all actual claims, actions, causes of action, liens (including mechanic's liens and materialman's liens), demands, and liabilities related to the irrigation activities on District Lands contemplated by this Agreement, not attributable solely to the willful, wanton, or grossly negligent acts of the City, or that may arise directly from the District's Maintenance and/or repair activities within the Road and/or Roundabout. To the extent permitted by law the District shall defend and be responsible for any and all actual costs, fees, and expenses for any such action or proceeding. The types of claims, actions, causes of action, demands and liabilities that are released, waived, discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for acts of the District's contractors, agents, employees, members, invitees, and consultants pursuant to the terms set forth herein. Further, the District understands that the release, hold harmless, and indemnification agreement detailed in this paragraph shall inure to the benefit of the City, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind the District and the District's heirs, legal representatives, members, assigns, and successors in interest. The foregoing indemnities with respect to any waiver of sovereign immunity shall be limited to the extent specified in Section 768.28, *Florida Statutes*. This paragraph shall not be construed to constitute an agreement by the District to indemnify the City for the willful or malicious misconduct or negligent actions performed by or solely caused by the City or its consultants, experts, contractors, officers, employees, or agents acting for or on behalf of the City.

e. The purpose of this Agreement is to delineate the maintenance obligations of District. Nothing in this Agreement shall be construed to limit or restrict the rights of the City to maintain or modify the Road and/or Roundabout and their associated improvements. Nothing in this Agreement shall be construed to grant the District any rights to modify the Road and/or Roundabout in any manner except as expressly provided herein. Any modifications by the District shall be subject to the approval of the City. District shall obtain all applicable permits and comply with all applicable rules and regulations for all activities in the Road and/or Roundabout.

f. The District hereby grants an easement to the City over the District Lands as depicted on **Exhibit A-3** for the sole purposes of accessing, maintaining, operating, modifying, removing, repairing,

and replacing irrigation infrastructure connected to City-owned irrigation located within the Road (the “**Easement Purposes**”). The City shall have the right to enter the property at any time, provided that such entry is reasonably necessary for such purposes. In the event of revocation of this easement, the City shall have no further duties under this Agreement pertaining to irrigation on the District Lands and may, at its option, elect to remove any irrigation infrastructure and equipment from the District Lands or abandon such irrigation infrastructure and equipment in place. The City will, subject to the limitations contained in Section 768.28, Florida Statutes, indemnify and save harmless the District from all liability, loss, cost, and expense, which may be sustained by the District to any person or damage to any property, attributable solely to the willful, wanton, or grossly negligent actions of the City within the District Lands.

4. City Responsibilities. Except as expressly set forth herein, the City shall remain responsible for the maintenance, repair (including capital repairs), replacement and operation of the Road and/or the Roundabout, including, but not limited to, the maintenance, repair, replacement and operation of the Irrigation System (for all repairs over the Threshold), Landscaping (to the extent not assumed by the District as set forth in this Agreement), and Hardscape Improvements (to the extent not assumed by the District as set forth in this Agreement) and all pavement, street drainage facilities, curbing, on-street bike paths, and all official traffic control devices (as defined in Section 316.003(47), *Florida Statutes*, or successor provision), for maintaining all signage, and for maintaining and supplying electric power to the street lights and for any other obligations of the City set forth in the Development Agreement or the Interlocal Agreement which are not specifically assumed by the District pursuant to this Agreement. In the event the City fails to perform any of its maintenance, repair, or replacement obligations under this Agreement after ten (10) business days’ written notice of such failure, the District shall have the right, but not the obligation, to complete such maintenance, repairs, and/or replacements on behalf of the City and shall deliver a bill for such maintenance, repairs, and/or replacements to the City, at the notice addresses set forth below, for reimbursement. The City shall pay such reimbursement bill within thirty (30) days after receipt from the District. The City may discontinue providing irrigation to the District property depicted on **Exhibit A-3** at the City’s sole discretion by providing the District with 45 days’ notice. Provided the City has promptly delivered notice to the District of any issues known by the City with respect to the irrigation, the City shall have no liability for the discontinuance of irrigation in the event it is attributable to damage to or physical failure of the irrigation system, in whole or in part.

5. Miscellaneous Provisions.

a. **Term; Termination.** The term of this Agreement shall commence upon the Effective Date (as defined below), and shall run in perpetuity unless terminated pursuant to the terms contained herein or as otherwise agreed between the parties.

b. **Resolution of Disputes.** Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, *Florida Statutes*. If there is a failure to resolve a dispute through the procedures provided in Chapter 164, *Florida Statutes*, each party may avail itself of any otherwise available legal right, including but not limited to seeking specific performance of the obligations set forth in this Agreement.

c. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, or via recognized overnight delivery service, addressed to the applicable party as follows:

To the City:

Public Works Department
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

City Clerk
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

To District:

District Manager
8529 South Park Circle
Orlando, Florida 32819

District Counsel
Kutak Rock LLP
107 West College Ave.
Tallahassee, Florida 32301

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

d. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed, and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding unless in writing and executed by both parties. Nothing in this Agreement shall be interpreted to alter the obligations of the parties under the Art Contribution Agreement.

e. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

f. Cooperation. Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed nor withheld. Nothing in this Agreement shall be construed as to require a party to exercise its regulatory authority in any manner not consistent with law, ordinance, policy, or reasonable discretion or to allow delay to constitute a regulatory approval or its equivalent.

g. Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

h. No Third Party Beneficiary. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.

i. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

j. Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

k. Effective Date. This Agreement shall be deemed effective as the date of filing this Agreement with the Clerk of the Circuit Court as provided in Section 5.j. (the “**Effective Date**”).

l. Access to Records. The District and the City shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by them in conjunction with this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates appearing under each signature, through the City Counsel for the City and through the Board of Supervisors for The District, each signing by and through its duly authorized representative.

CITY OF PORT ST. LUCIE

ATTEST:

Sally Walsh, City Clerk

By: _____
Shannon M. Martin, Mayor

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
Richard Berrios, City Attorney

**VERANDA COMMUNITY
DEVELOPMENT DISTRICT II**

ATTEST:

_____, Secretary

By: _____
Print Name: _____
Chairman, Board of Supervisors

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
Attorney for The District

Exhibit A-1

Road Segments

[to be inserted]

Exhibit A-2

Roundabout Segments

[to be inserted]

Exhibit A-3

Becker Road Street Tree Landscape Phase 3 Landscape Plan

[to be inserted]

EXHIBIT B

Agreement – Insurance Requirements

Prior to the commencement of any work contemplated by this Agreement, District must provide the City a certificate of insurance evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Commercial General Liability Insurance: District shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: District shall provide an Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. District's coverage shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

District's Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Automobile Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured for the Interlocal Agreement to Maintain Certain Landscaping and Hard-scape Improvements — Veranda Community Development District II."** Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance. The policy shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Legal. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, District shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

It shall be the responsibility of the District to ensure that all Contractors, independent contractors and/or sub-contractors (CONTRACTOR) comply with the **below insurance requirements**. It shall be the responsibility of District to obtain Certificates of Insurance from all CONTRACTORS listing the City as an Additional Insured without the language "when required by written contract".

Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum.

Commercial General Liability Insurance: CONTRACTOR shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability and Professional Liability Insurance, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Automobile Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured for the Interlocal Agreement to Maintain Certain Landscaping and Hardscape Improvements — Veranda Community Development District II."** The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Legal. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the CONTRACTOR shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements coverage shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

Pollution Liability Insurance: CONTRACTOR shall agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: The CONTRACTOR agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of District for any and all claims under this Agreement.

District and the CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Employers' Liability or Pollution Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the part of District to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for cancellation of this Agreement.

Tab 6



Ehman Electrical Contractor LLC

Veranda II CDD
SE Veranda Preserve Blvd, 330
Port St. Lucie, FL 34984

(407) 472-2471
bmendes@rizzetta.com

ESTIMATE	#1615
ESTIMATE DATE	Jul 18, 2025
SERVICE DATE	Jun 30, 2025
EXPIRATION DATE	Nov 28, 2025
DEPOSIT DUE	\$891.13

SERVICE ADDRESS
SE Veranda Preserve Blvd
Port St. Lucie, FL 34984

CONTACT US
320 NW Enterprise Dr, 121
Port St. Lucie, FL 34986

(772) 519-8646
office@ehmanelectric.com

Service completed by: Abraham Ramos

ESTIMATE

Services	amount
Bollard Lights	\$0.00
This Includes:	
- Replacing 3 Bollard lights purchased by Ehman Electric	
- Ehman Electric providing and delivering 3 extra Bollard lights to storage for future damage repairs (6 total bollard lights to be purchased)	
-Labor/time	
NOTE:	
- Any materials not listed in the original estimate or quote that are required to complete the work will be billed as additional charges. Ehman Electric will notify the customer of any such changes prior to proceeding. Final billing will reflect all additional materials, labor, and associated costs necessary to complete the project safely and in accordance with code requirements.	
- Ehman Electric shall not be held liable for the repair, replacement, or restoration of any drywall, stucco, paint, landscaping, or other finished surfaces that may be disturbed, damaged, or otherwise affected during the course of the electrical work. All such repairs or restorations shall be the sole responsibility of the property owner or customer upon completion of the work.	
Bollard Lights	\$5,762.59
Time/Labor	\$450.00
Services subtotal: \$6,212.59	
Subtotal	\$6,212.59
Total	\$6,212.59
Deposit	\$891.13

Thank you for your business!

Tab 7



Quarterly Compliance Audit Report

Veranda II

Date: October 2025 - 3rd Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Susan Morgan - *SchoolStatus Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

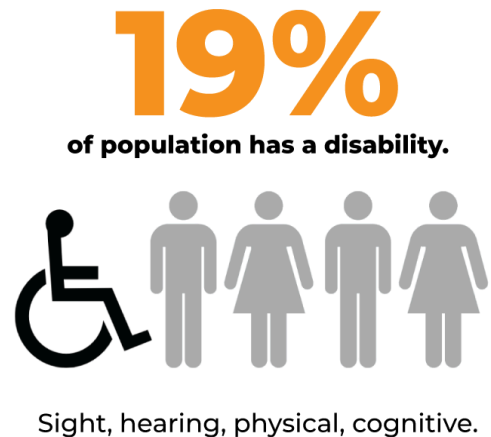
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web