

**DEERING PARK
STEWARDSHIP
DISTRICT**

March 10, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**DEERING PARK
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Deering Park Stewardship District

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

<https://deeringparkstewardship.com/>

March 3, 2026

Board of Supervisors
Deering Park Stewardship District

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

Dear Board Members:

The Board of Supervisors of the Deering Park Stewardship District will hold a Regular Meeting on March 10, 2026 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 295 812 663 928 7, Passcode: 8GG3RT2x (see link below). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion: Agenda Process and Execution of District Related Items Between Meetings
4. Ratification Items:
 - A. State of Florida Department of Transportation State-Funded Grant Agreement for the Interstate 95 (I-95) Interchange/State Road 442 (SR-442) Expansion and Resilience Project
 - B. Department of Environmental Protection Change Order #2 - DEP Agreement No. LG009 [Edgewater Wetland Park Project]
5. Consideration of England-Thims & Miller, Inc. Work Authorization #1 - Amendment 2 [I-95 at SR 442 Interchange Modification Project]
6. Consideration of Berger, Toombs, Elam, Gaines & Frank Engagement Letter for State Single Audit Fee Related to Edgewater Wetland Park Project
7. Discussion: Stormwater Pond Maintenance Agreement
8. Review: Grant Tracker
9. Acceptance of Unaudited Financial Statements as of January 31, 2026
10. Approval of December 9, 2025 Regular Meeting Minutes

11. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *England-Thims & Miller, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- Property Insurance on Vertical Assets
- Form 1 Submission and Ethics Training
- NEXT MEETING DATE: April 14, 2026 at 2:00 PM

○ QUORUM CHECK

SEAT 1	ROBBIE LEE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	GLENN STORCH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JAMES BOYD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOEY POSEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- Performance Measures/Standards & Annual Reporting Form (*for informational purposes*)

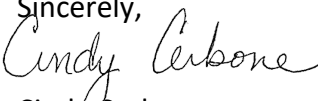
- D. Field Operations: *First Service Residential*

12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

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

Sincerely,

 Cindy Cerbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT CODE: 867 327 4756

TEAMS MEETING ID: 295 812 663 928 7

PASSCODE: 8GG3RT2x

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmRiYjQ2MTgtMDkxMC00ZWU2LTk5ZTctMzkwMwQ0YjE1MDQ4%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d

**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS**

**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS**

A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
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FPN: <u>456981-1-54-01</u>	Fund: <u>EM26</u> Org Code: <u>55054010508</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: <u>456981-1-54-01</u>	Fund: <u>LF</u> Org Code: <u>N/A</u>	FLAIR Category: <u>N/A</u> FLAIR Obj: <u>N/A</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>79</u>	Contract No: <u>G3N04</u>	Vendor No: <u>F861857256001</u>

THIS STATE-FUNDED GRANT AGREEMENT (“Agreement”) is entered into on 2/17/2026,
(This date to be entered by DOT only)
 by and between the State of Florida Department of Transportation, (“Department”), and Deering Park Stewardship District, (“Recipient”). The

Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties”.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - Specific Appropriation 1871A of Ch. 2025-198 , Laws of Florida , Local Transportation Projects, (ALN 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department’s participation in the Interstate 95 (I-95) Interchange / State Road 442 (SR-442) Expansion and Resilience project, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached to and incorporated into this Agreement (“Project”); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before January 31, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$3,634,346.00 (Three Million Six Hundred Thirty-Four Thousand Three Hundred Forty-Six Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,400,00.00 (One Million Four Hundred Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed percentage to be determined based on the final contract amount% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other

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binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

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- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.
- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

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- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient’s normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project’s design plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

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- 12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
 - b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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03/25**16. Exhibits.**

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit N - Traffic Signal Maintenance

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit N - Traffic Signal Maintenance

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

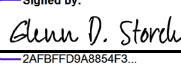
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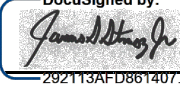
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT DEERING PARK STEWARDSHIP DISTRICT

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

Signed by:
By: 
Name: Glenn D. Storch
Title: Board Chair

DocuSigned by:
By: 
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

Legal Review:

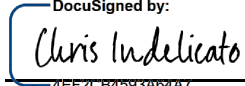
DocuSigned by:
By: 
Name: Chris Indelicato

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 456981-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Deering Park Stewardship District (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

Interstate 95 (I-95) Interchange / State Road 442 (SR-442) Expansion and Resilience Project will widen SR-442 (Indian River Boulevard) under the I-95 overpass from two to four lanes to relieve congestion, improve safety, and sustain regional mobility in Edgewater, Volusia County. The project is with the Deering Park Stewardship District (Recipient). This is a roadway capacity expansion project within FDOT right-of-way at the I-95 crossing (underpass and short approaches). Project limits, on the west side, begin at the gore between southbound I-95 off ramp and westbound SR-442 stretching east under the I-95 overpass and ending at the gore between northbound I-95 off ramp and eastbound SR-442. The total length is approximately 1,050 ft or 0.2 miles.

Proposed Improvements (Final Design/Permitting):

Final Design services will include survey, subsurface utility exploration (SUE), and geotechnical investigations; permitting, utility coordination, and transit coordination are anticipated. Right-of-way acquisition is not anticipated, as the Recipient will design within existing right-of-way/easements. By discipline:

- o Roadway - final plans to widen SR-442 from 2 to 4 lanes at the I-95 underpass, approach transitions, pavement design, median/shoulder details, undercut retaining walls, and MOT.
- o Drainage – proposed tie-ins to future stormwater improvements, added inlets/culverts, conveyance upgrades.
- o Signals/ITS - signalization upgrade to existing signal at SR 442 and southbound I-95 on/off-ramps.

Proposed Improvements (Construction):

Construction will deliver the widened four-lane cross-section under I-95, reconstruct approaches, and complete pavement, median, shoulder, curb, sidewalk; upgrade drainage (inlets, pipes, ditch/infield regrading); implement signal improvements at SR-442 and southbound I-95 on/off-ramps; signing, pavement markings, lighting, and intelligent transportation elements as required; and execute maintenance-of-traffic and final restoration. Other construction elements include mobilization, erosion control, clearing and grubbing, embankment, and sodding. All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination, permitting, and transit coordination are anticipated. Right-of-way acquisition is not anticipated, as Deering Park Stewardship District (Recipient) shall construct the project within the limits of the existing FDOT ROW.

Ineligible Items:

A Phase I SUNTrail will be designed and constructed along the south side of SR-442. The costs associated with the SUNTrail are to be considered as ineligible costs, as they are not a part of the appropriation's scope.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

Notice to Proceed (NTP) to advertise must be requested from D5-LocalPrograms@dot.state.fl.us prior to advertisement. As-builts need to be prepared in accordance with CPAM Section 5.

Before beginning Construction, you must request Notice to Proceed from D5-LocalPrograms@dot.state.fl.us. Please provide a copy of the executed construction contract and the signed letter certifying the Right-of-Way/CCNA requirements when requesting the Notice to Proceed. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimbursement request is being submitted. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

In accordance with Exhibit O, Section 1.m, for projects involving construction on, under, or over the Department's right-of-way, the Recipient shall schedule a joint on site review/final walk-thru with FDOT when construction is substantially complete and no less than 2 weeks prior to the scheduled final completion. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 60% Plans Submittal to be completed by March 16, 2026.
- b) 90% Plans Submittal to be completed by May 11, 2026.
- c) Final Signed & Sealed Plans Submittal to be completed by August 17, 2026.
- d) Construction contract to be let (Bid Opening) by September 14, 2026.
- e) Construction Duration of 214 days.
- f) Construction to be completed (Final Acceptance) by September 27, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Per the approved appropriation application, the Recipient has committed a Local match for this project. Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount – based on the requirements of the approved appropriation. In the event the final Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
RECIPIENT NAME & BILLING ADDRESS: Deering Park Stewardship District 2300 Glades Road #410W Boca Raton, FL 33431		FINANCIAL PROJECT NUMBER: 456981-1-54-01			
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Projects)	\$3,634,346.00	\$2,234,346.00	\$1,400,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$3,634,346.00 %	\$2,234,346.00 %	\$1,400,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$3,634,346.00	\$2,234,346.00	\$1,400,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
 District Grant Manager Name

DocuSigned by:
Precious L. Lewis 02/11/2026 | 11:59 AM EST
 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and DEERING PARK STEWARDSHIP DISTRICT

PROJECT DESCRIPTION: Interstate 95 (I-95) Interchange / State Road 442 (SR-442) Expansion and Resilience

FPID#: 456981-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**RESOLUTION OF APPROVAL OF THE STATE
FUNDED GRANT AGREEMENT (456981-1-54-01) FOR
THE SR 442 ROAD WIDENING IMPROVEMENTS
DESIGN AND CONSTRUCTION**

WHEREAS, the State of Florida Department of Transportation and Deering Park Stewardship District desire to facilitate SR 442 Road Widening Improvements Design and Construction at I-95 in Edgewater, FL;

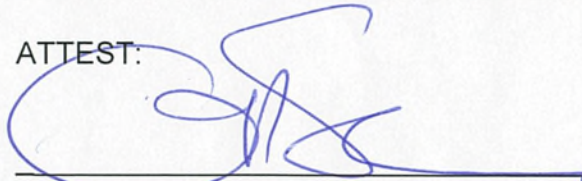
WHEREAS, the State of Florida Department of Transportation has requested Deering Park Stewardship District to execute and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the aforementioned project, Financial Project Number (FPN) 456981-1-54-01;

NOW, THEREFORE, BE IT RESOLVED by the Board Deering Park Stewardship District Commissioners that Chairman Glenn Storch is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement, and any Supplemental Agreements to the State Funded Grant Agreement, for the aforementioned project, Financial Project Number (FPN) 456981-1-54-01.

DONE AND RESOLVED this _____ day of _____, 2025.

BOARD OF SUPERVISORS OF DEERING PARK STEWARDSHIP DISTRICT, FL

ATTEST:



(Chairperson)

(Local Agency Clerk)

12-9-25

(Date)

(Date)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and ALN Number:**
- County Incentive Grant Program (CIGP), (ALN 55.008)
 - Small County Outreach Program (SCOP), (ALN 55.009)
 - Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - Local Transportation Projects, ALN 55.039

***Award Amount:** \$1,400,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT “N”
TRAFFIC SIGNAL MAINTENANCE**

Paragraph 11 is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g.** The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h.** The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i.** The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j.** If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k.** The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l.** The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m.** The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n.** If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o.** The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

To: Wendy.Scorpio@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G3N04

1/28/2026

CONTRACT INFORMATION

Contract:	G3N04
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	DEERING PARK STEWARDSHIP DISTRI
Vendor ID:	F861857256001
Beginning Date of This Agreement:	01/29/2026
Ending Date of This Agreement:	01/31/2028
Contract Total/Budgetary Ceiling:	ct = \$1,400,000.00
Description:	the Interstate 95 (I-95) Interchange / State Road 442 (SR-442) Expansion and Resilience project

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 1/28/2026

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55054010508
Expansion Option:	AU
Object Code:	751000
Amount:	\$1,400,000.00
Financial Project:	45698115401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2026
Budget Entity:	55150200
Category/Category Year:	088862/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$1,400,000.00

Certificate Of Completion

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Contract Number (ex. C9A12, optional): G3N04	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 456981-1-54-01	
Office (contact Procurement if add is needed):	
Local Programs	
HR Action?: No	
Source Envelope:	
Document Pages: 31	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Wendy Scorpio
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	wendy.scorpio@dot.state.fl.us
	IP Address: 156.75.252.6

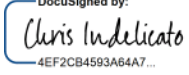
Record Tracking

Status: Original 2/9/2026 2:17:15 PM	Holder: Wendy Scorpio wendy.scorpio@dot.state.fl.us	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Precious L. Lewis Precious.Lewis@dot.state.fl.us District Local Program Administrator Florida Department of Transportation Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <i>Precious L. Lewis</i> 738E143F5C974E3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6</p>	<p>Sent: 2/9/2026 2:24:30 PM Viewed: 2/11/2026 10:26:56 AM Signed: 2/11/2026 11:59:12 AM</p>

Electronic Record and Signature Disclosure: Not Offered via Docusign

Chris Indelicato Chris.Indelicato@dot.state.fl.us Senior Attorney Florida Department of Transportation Signing Group: D5 Legal Signing Group Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <i>Chris Indelicato</i> 4EF2CB4593A64A7...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6</p>	<p>Sent: 2/11/2026 11:59:15 AM Viewed: 2/17/2026 12:50:00 PM Signed: 2/17/2026 3:24:29 PM</p>
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Electronic Record and Signature Disclosure: Not Offered via Docusign

James S. Stroz Jim.Stroz@dot.state.fl.us Director of Transportation Development Florida Department of Transportation Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <i>James S. Stroz</i> 292113AFD861407...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 156.75.180.190</p>	<p>Sent: 2/17/2026 3:24:32 PM Viewed: 2/17/2026 3:57:13 PM Signed: 2/17/2026 3:57:46 PM</p>
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kim Kipp Kim.Kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/11/2026 11:59:15 AM
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Linda Lee Linda.Lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/11/2026 11:59:16 AM Viewed: 2/12/2026 8:15:37 AM
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Precious L. Lewis Precious.Lewis@dot.state.fl.us Brianna Battle Brianna.Battle@dot.state.fl.us Wendy Scorpio wendy.scorpio@dot.state.fl.us Jason Martine Jason.Martine@dot.state.fl.us Signing Group: D5 Local Programs Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/17/2026 3:57:49 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/11/2026 11:37:37 AM
Envelope Updated	Security Checked	2/11/2026 11:37:37 AM
Envelope Updated	Security Checked	2/11/2026 11:37:37 AM
Certified Delivered	Security Checked	2/17/2026 3:57:13 PM
Signing Complete	Security Checked	2/17/2026 3:57:46 PM
Completed	Security Checked	2/17/2026 3:57:49 PM

Payment Events	Status	Timestamps
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**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS**

B

**DEP AGREEMENT NO. LG009
CHANGE ORDER NO. 2**

GRANTEE: Deering Park Stewardship District

PROJECT TITLE: Edgewater Wetland Park Project

DEP Agreement No. LG009 (Agreement) entered into on March 12, 2024 is hereby revised as follows:

WHEREAS, the Grantee has requested an update to the Grant Work Plan.

WHEREAS, the Grantee has requested a reallocation of the project budget.

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period.

NOW THEREFORE, the parties agree as follows:

1. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Change Order and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
2. All other terms and conditions of the Agreement shall remain unchanged.

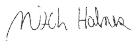
The parties agree to the terms and conditions of this Change Order and have duly authorized their respective representatives to sign it on the dates indicated below.

DEERING PARK STEWARDSHIP
DISTRICT

By: 
Andrew Kantarzhi, Grantee's Grant Manager

Date: 2/18/26

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:  Digitally signed by Mitch Holmes
Date: 2026.02.18 15:54:54 -05'00'
Mitch Holmes, Program Administrator

Date: 02/18/2026

 Digitally signed by Daronathan Do
Date: 2026.02.18 15:51:54 -05'00'
Daronathan Do, DEP Grant Manager

REVISED ATTACHMENT 3-2 GRANT WORK PLAN

PROJECT TITLE: Edgewater Wetland Park Project

PROJECT LOCATION: The Project will be located in the City of Edgewater within Volusia County; Lat/Long (28.9613, -80.9805).

PROJECT BACKGROUND: The Indian River Lagoon (IRL) is facing nutrient pollution due to excess nitrogen and phosphorus. Originating from wastewater discharges, fertilizer runoff, and septic tanks, these nutrients can lead to harmful algal blooms. Decreasing the nutrient input into the IRL will contribute to better water quality, essential for a healthier aquatic ecosystem.

PROJECT DESCRIPTION: Deering Park Stewardship District (Grantee) will redirect up to 3 million gallons per day of the City of Edgewater's reclaimed water away from the permitted surface water discharge into the Indian River (Mosquito Lagoon) to an upland location five miles west within the Florida Wildlife Corridor, where it will hydrate a +/- 50-acre constructed recharge wetland system. The Grantee will replace and/or install piping, equipment, extend 12-inch reclaimed water line to the project site, and construct upgrades to Edgewater Wetland Park.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of upgrades to Edgewater Wetlands Park and obtain all necessary permits for construction of the project. The Grantee will also provide flow directions analysis, hydrology analysis as well as surveying and engineering to support design.

Documentation: The Grantee will submit: 1) a land survey; 2) flow direction and hydrology analysis results; 3) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 4) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of Edgewater Wetland Park improvements.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will replace and/or install piping, equipment, an extension of 12-inch reclaimed water line, and upgrades to Edgewater Wetland Park in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$1,011,134	07/01/2023	09/30/2026
2	Bidding and Contractor Selection	Contractual Services	\$48,866	07/01/2023	11/30/2026
3	Construction	Contractual Services	\$5,983,500	07/01/2023	04/30/2027
4	Project Management	Contractual Services	\$100,000	07/01/2023	04/30/2027
Total:			\$7,143,500.00		

**DEERING PARK
STEWARDSHIP DISTRICT**

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WORK AUTHORIZATION # 1 – Amendment 2

February 24, 2026

**Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida**

**Subject: Work Authorization Number 1 – Amendment 2
SR 442 IMR & PDE - IOAR**

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. (“Engineering Professional”) is pleased to submit this work authorization to provide professional services for the Deering Park Stewardship District (“District”). We will provide these services pursuant to our current agreement dated June 1, 2023 (“Agreement”) as follows:

I. Scope of Work

This scope of work is a supplement to the previously authorized Work Authorization #1 and Amendment #1 of this Work Authorization. ETM has previously retained LTG Inc.’s services to perform an IOAR per the supplemental proposal provided by LTG dated 6/18/25 as previously approved with Amendment 1. This amendment is to increase the fee per the attached LTG proposal dated February 4, 2026.

Original LTG Fee	\$16,000.00
Proposed Increase	\$5,800.00
New Budget/Fee	\$21,800.00

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Schedule A**.

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

Thank you for your consideration. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of Deering Park
Stewardship District



Christopher Warshaw, P.E.
Principal Vice President
England-Thims & Miller, Inc.

Date: _____

SCHEDULE A – LTG Fee Proposal



Via E-Mail: (DuvnjakG@etminc.com; WarshawC@etminc.com)

Ref: 5987.00

February 4, 2026

Christopher Warshaw, PE
In c/o Goran Duvnjak, PE
England, Thims & Miller, Inc.
14775 Old St. Augustine Rd.
Jacksonville, FL 32258

Re: Deering Park Development, I-95 at SR 442 – Additional Services #2 Proposal
Edgewater, Florida

Dear Mr. Warshaw:

LTG, Inc. (LTG) hereby submits the following proposal to conduct ADDITIONAL SERVICES on behalf of the I-95 at SR 442 interchange modification project (the PROJECT) located within the City of Edgewater (the CITY), Volusia County (the COUNTY), Florida. For the purposes of this agreement, England, Thims & Miller, Inc. shall be referred to as the CLIENT. The CITY, the COUNTY, and the Florida Department of Transportation (FDOT) shall collectively be referred to as the AGENCIES.

The ADDITIONAL SERVICES are required to revise the previously submitted Interchange Operational Analysis Report (IOAR) in support of a phased construction improvement for the PROJECT, that includes dual southbound left-turn lanes, widening of SR 442 under the I-95 overpass, and signal control at the northbound I-95 ramp terminus. The revisions are required to address FDOT review comments, dated January 8, 2026, related to additional supporting information, technical revisions to crash and intersection analyses, and format of the report. The work effort shall also include continued coordination with AGENCY staff.

LTG shall provide a draft response to comments letter and revised IOAR within three (3) weeks of receipt of AUTHORIZATION. The budget increase required to fulfill the ADDITIONAL SERVICES is provided below:

Task	Fee Type	Original Fee	Proposed Increase	New Budget/Fee
Task 6 – IOAR	Fixed	\$16,000.00	\$5,800.00	\$21,800.00

All other tasks will continue to be billed in the manner described in the original technical consulting services agreement. If you are in agreement with this proposal for ADDITIONAL SERVICES, please sign below and return the authorization me at kdearing@ltg-inc.us.

Sincerely,

LTG, INC.

A handwritten signature in blue ink, appearing to read "K. Dearing", is written over a horizontal line.

Kady L. Dearing, PE
Director of Traffic Operations

Christopher Warshaw, PE
February 4, 2026
Page 2

In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this ADDITIONAL SERVICES AGREEMENT, does hereby accept the increased scope, schedule and associated fee amount and authorize LTG to commence with the analysis as described above. He/She further understands that the Terms and Conditions of the original agreement, dated September 11, 2023, apply to this supplemental agreement.

Christopher Warshaw, PE - England, Thims & Miller, Inc.

Date

**DEERING PARK
STEWARDSHIP DISTRICT**

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

March 2, 2026

Deering Park Stewardship District
Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL (“we”) audit Deering Park Stewardship District’s, (the “District”), governmental activities and each major fund as of and for the year ended September 30, 2025, which collectively comprise the District’s basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ended September 30, 2025, and thereafter if mutually agreed upon by Deering Park Stewardship District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

You have also requested that we perform the audit of the District as of September 30, 2025, to satisfy the audit requirements imposed by Section 215.97, Florida Statutes (the “Florida Single Audit Act”), Chapter 69I-5, Florida Administrative Code; and Chapter 10.550, *Rules of the Auditor General* (the “Rules of the Auditor General”), applicable to recipients of State financial assistance.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS, GAS, the Florida Single Audit Act, Chapter 69I-5, Florida Administrative Code, and the Rules of the Auditor General. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Florida Single Audit Act, Chapter 69I-5, Florida Administrative Code, and the Rules of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit.

Fort Pierce / Stuart

Deering Park Stewardship District
March 2, 2026
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We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;
2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major state projects under the Florida Single Audit Act, including the determination of major state projects, consideration of internal control over compliance, and reporting responsibilities in accordance with the Rules of the Auditor General.

Deering Park Stewardship District
March 2, 2026
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Our report(s) on internal control over financial reporting and over compliance for major state projects will include any significant deficiencies and material weaknesses in internal controls over financial reporting and over compliance for major state projects of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major state projects consistent with requirements of the standards and regulations identified above. We will issue a report on compliance for each major state project and a report on internal control over compliance in accordance with Section 215.97, Florida Statutes, and Chapter 69I-5, Florida Administrative Code. Our report on compliance will describe any material instances of noncompliance and questioned costs identified for each major state project.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. 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 District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;

Deering Park Stewardship District
March 2, 2026
Page 4

2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes 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.

Because the audit will be performed in accordance with the Florida Single Audit Act, Chapter 69I-5, Florida Administrative Code, and the Rules of the Auditor General, management is responsible for (a) identifying all state financial assistance received and expended and the related state projects; (b) the preparation and the fair presentation of the Schedule of Expenditures of State Financial Assistance (including notes thereto and noncash assistance received) in accordance with the Florida Department of Financial Services *State Projects Compliance Supplement* and the Rules of the Auditor General; (c) internal control over compliance; (d) compliance with state statutes, regulations, and the terms and conditions of state projects; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) submitting the required reporting package to the Florida Auditor General and other appropriate state agencies.

Deering Park Stewardship District
March 2, 2026
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Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the District's schedule of expenditures of state financial assistance for the year ended September 30, 2025;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by the Florida Department of Financial Services *State Projects Compliance Supplement*, and the Rules of the Auditor General;
4. A schedule of findings and questioned costs;
5. Summary Schedule of Prior Audit findings, if applicable;
6. Corrective Action Plan, if applicable;
7. Auditor General Management Letter, if applicable; and
8. Report on Compliance with Section 218.415, Florida Statutes, if applicable.

Deering Park Stewardship District
March 2, 2026
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Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;

Deering Park Stewardship District
March 2, 2026
Page 7

3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ended September 30, 2025 will not exceed \$7,850 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.

Deering Park Stewardship District
March 2, 2026
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Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Deering Park Stewardship District
March 2, 2026
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Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Deering Park Stewardship District
March 2, 2026
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Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Deering Park Stewardship District
March 2, 2026
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Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,



BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Maritza Stonebraker, CPA

Confirmed on behalf of the addressee:

Sign: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

December 4, 2025

To the Partners of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2025 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of pass.



DG Perry

**DEERING PARK
STEWARDSHIP DISTRICT**

8

Grant / Program	Grant Source	Date Submitted	Date Awarded	Targeted Completion Date	Status	Covered in DE Report?	Funding Source (prior to bond(s) being issued)	Amount Requested	Amount Awarded	Project/Program Estimated Cost	Spent to Date	Submitted for Reimbursement	Reimbursed to Date	Project Description	Notes	COMMENTS	
I-95 Interchange/SR 442 Expansion and Resilience Project																	
I-95 Interchange / SR 442 - Stormwater Improvements	FL Dept of Commerce Job Growth Grant Fund	4/9/2025			Awaiting Award		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$3,580,816		\$3,670,000*	\$0			Improving drainage underneath interchange to mitigate major storm flooding		\$1,373,250.85 spent-to-date on developer, non grant related costs. The cost difference because between "Estimated Cost" and "Amount Requested" is due to a more recent cost estimate.	
I-95 Interchange / SR 442 - Stormwater Improvements	FL Legislative Appropriations	11/19/2025			Awaiting Award		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$2,360,000		\$ 3,670,000.00	\$0					\$1.32 million has been committed by the developer for matching funds.	
I-95 Interchange/ SR 442 - Road Widening of SR-442 Underpass	FL Legislative Appropriations	2/14/2025	7/1/2025	Awaiting grant agreement	Approved		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$1,400,000	\$1,400,000	\$3,630,000	\$0			Expand SR 442 from 2 to 4 lanes under I-95.		\$2,000,812 spent-to-date Preliminary design/engineering / 30% design, design of interchange modification report. Developer has committed to matching funds for \$2.2 million	
I-95 Interchange/ SR 442 - Future Diverging Diamond Interchange (DDI) Construction	TBD	TBD			TBD at a later date		TBD	TBD		~\$26,000,000	\$0			Future expansion of the interchange to accommodate the DDI design			
Wetland Park Projects																	
Edgewater Wetland Park Project	FDEP Indian River Lagoon Water Quality Improvement Grant Program	9/5/2023	12/15/2023	4/30/2027	Awarded	Yes	Swallowtail, LLC	\$7,143,500	\$7,143,500	\$7,143,500	\$769,198	\$769,198	\$769,198	Divert treated effluent from City of Edgewater's WWTF from the Mosquito Lagoon	Phillips & Jordan is General Contractor		
Deering Park North Trail																	
Deering Park Trail North Phase 1 Construction	FDOT-SUNTRAIL	12/20/2023			Awaiting Award			\$5,227,177		\$5,227,177	\$0						
Deering Park Trail North Phase 2 & 3 Design	FDOT-SUNTRAIL	12/20/2023	1/13/2025	5/1/2026	Awarded	Yes	Swallowtail, LLC	\$1,014,352	\$1,014,352	\$1,014,352	\$198,059.74	\$198,059.74	\$66,468.64				
Deering Park Trail North Phase 2 & 3 Construction	TBD	TBD			TBD at a later date	TBD	TBD	TBD		Unclear	\$0						
Misc. Projects																	
Turnbull Hammock Nutrient Reduction Project	FDEP Indian River Lagoon Water Quality Improvement Grant Program	7/31/2024	3/26/2025	12/31/2028	Awarded	TBD	Swallowtail, LLC	\$1,520,000	\$1,520,000	\$1,520,000	\$0					Retroactively submit reimbursement payments from July 1, 2024.	
TOTALS:								\$22,245,844	\$11,077,852								

Date Updated by CDC: 2/26/2026
AWARDED
AWAITING AWARD
FUTURE GRANT

Grant / Program	Grant Source	Date Submitted	Date Awarded	Targeted Completion Date	Status	Covered in DE Report?	Funding Source (prior to bond(s) being issued)	Amount Requested	Amount Awarded	Project/Program Estimated Cost	Spent to Date	Submitted for Reimbursement	Reimbursed to Date	Project Description	Notes	
I-95 Interchange/SR 442 Expansion (a)	FL Legislative Appropriations	11/6/2023			Denied*	Yes	Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$15,000,000		\$30,000,000					*Grant denied, will be submitting for new grant see next item	
Wetland Park Capacity Expansion Project (Reuse Tank and Booster Pump)	FDEP Indian River Lagoon Water Quality Improvement Grant	7/22/2022			Denied	TBD	TBD	\$9,700,000		\$9,700,000						
TOTALS:								\$15,000,000	\$0							

Date Updated by CDC: 2/26/2026
DENIED

Detail Per Grant

Edgewater Wetland Park Project											
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Approved Payment Request Date	Requested Amount	State Payment Amount	Date Payment Received	Date on Check	Payment Number	Budget Category	
ETM	214174	6/3/2024	\$ 23,520.00	11/15/2024 - Request 1	\$ 23,520.00					Bidding and Contractor Selection	
						\$ 23,520.00	11/25/2024	11/15/2024	376114		
ETM	213171	4/5/2024	\$ 778.75	11/19/2024 - Request 2	\$ 778.75					Bidding and Contractor Selection	
ETM	213688	5/6/2024	\$ 2,805.75		\$ 2,805.75					Bidding and Contractor Selection	
ETM	2144839	7/9/2024	\$ 11,041.50		\$ 11,041.50					Bidding and Contractor Selection	
ETM	215223	8/5/2024	\$ 6,630.00		\$ 6,630.00					Bidding and Contractor Selection	
						\$ 21,256.00	12/19/2024	12/10/2024	439283		
ETM	216807	11/4/2024	\$ 4,090.00	1/28/2025 - Request 3	\$ 4,090.00					Bidding and Contractor Selection	
						\$ 4,090.00	2/25/2025	2/18/2025	620560		
Phillips & Jordan	4024026-1	2/28/2025	\$ 103,400.00	4/29/2025- Request 4	\$ 103,400.00					Contractual Services	
Phillips & Jordan	4024026-2	3/21/2025	\$ 98,700.00		\$ 98,700.00					Contractual Services	
						\$ 202,100.00	5/13/2025	5/2/2025	835911		
Phillips & Jordan	4024026-3	4/23/2025	\$ 51,700.00	6/26/2025 - Request 5	\$ 51,700.00					Contractual Services	
						\$ 51,700.00	7/17/2025	7/8/2025	5222		
ETM	217641	1/6/2025	\$ 290.00	8/22/2025 - Request 6	\$ 290.00					Contractual Services	
ETM	217261	12/2/2024	\$ 290.00		\$ 290.00					Contractual Services	
ETM	219196	4/8/2025	\$ 2,549.00		\$ 2,549.00					Contractual Services	
ETM	219660	5/6/2025	\$ 305.00		\$ 305.00					Contractual Services	
Phillips & Jordan	4024026-4	5/22/2025	\$ 130,000.00		\$ 130,000.00					Contractual Services	
						\$ 133,434.00	9/3/2025	8/27/2025	149642		
ETM	221066	8/27/2025	\$ 1,919.36	10/30/2025 - Request 7	\$ 1,919.36					Contractual Services	
Phillips & Jordan	2024-001-5	7/1/2025	\$ 72,450.00		\$ 72,450.00					Contractual Services	
Phillips & Jordan	2024-001-6	8/27/2025	\$ 47,000.00		\$ 47,000.00					Contractual Services	
						\$ 121,369.36	11/12/2025	11/4/2025	334904		
ETM	221460	8/29/2025	\$ 4,228.50	12/18/2025 - Request 8	\$ 4,228.50					Contractual Services	
Phillips & Jordan	4024026-7	8/20/2025	\$ 154,000.00		\$ 154,000.00					Contractual Services	
Phillips & Jordan	4024026-8	9/26/2025	\$ 53,500.00		\$ 53,500.00					Contractual Services	
						\$ 211,728.50	1/5/2025	12/23/2025	470751		
TOTAL			\$ 769,197.86		\$ 769,197.86	\$ 769,197.86					
I-95 Interchange/ SR 442 - Road Widening of SR-442 Underpass											
TOTAL											
Deering Park Trail North Phase 2 & 3 Design											
ETM	220794	7/8/2025	\$ 10,652.74	9/19/2025 - Request 1	\$ 10,652.74	\$ 10,652.74	10/20/2025	10/10/2025	286193	Professional Services	
ETM	221220	8/29/2025	\$ 55,815.90	10/29/2025 - Request 2	\$ 55,815.90	\$ 55,815.90	11/18/2025	11/7/2025	348354	Professional Services	
ETM	221544	8/29/2025	\$ 37,901.56	2/26/2026 - Request 3	\$ 37,901.56					Preliminary Engineering	
ETM	222353	10/7/2025	\$ 19,472.01	2/26/2026 - Request 4	\$ 19,472.01					Preliminary Engineering	
ETM	222850	11/3/2026	\$ 35,723.63	2/26/2026 - Request 5	\$ 35,723.63					Preliminary Engineering	
ETM	223490	12/3/2026	\$ 38,493.90	2/26/2026 - Request 6	\$ 38,493.90					Preliminary Engineering	
TOTAL			\$ 198,059.74		\$ 198,059.74	\$ 66,468.64					
Turnbull Hammock Nutrient Reduction Project											
TOTAL											

***PROJECTIONS SUBJECT TO CHANGE PERIODICALLY**

Projections by Quarter	Preconstruction Activities	Bidding and Contractor Selection	Construction	Project Management	Total:
Q4 2024	\$ -	\$44,776.00	\$ -	\$ -	\$44,776.00
Q1 2025	\$203,314.00	\$4,090.00	\$ -	\$ -	\$207,404.00
Q2 2025	\$220,000.00	\$ -	\$ -	\$ -	\$220,000.00
Q3 2025	\$220,000.00	\$ -	\$ -	\$ -	\$220,000.00
Q4 2025	\$100,000.00	\$ -	\$ -	\$ -	\$100,000.00
Q1 2026	\$ -	\$ -	\$610,000.00	\$ -	\$610,000.00
Q2 2026	\$ -	\$ -	\$2,135,000.00	\$ -	\$2,135,000.00
Q3 2026	\$ -	\$ -	\$2,440,000.00	\$ -	\$2,440,000.00
Q4 2026	\$ -	\$ -	\$915,000.00	\$ -	\$915,000.00
Q1 2027	\$ -	\$ -	\$ -	\$ -	\$ -
Q2 2027	\$ -	\$ -	\$ -	\$ -	\$ -
Q3 2027	\$ -	\$ -	\$ -	\$ -	\$ -
Total:	\$743,314.00	\$48,866.00	\$6,100,000.00	\$ -	\$6,892,180.00
Grant Funds Reserved:	\$1,011,134.00	\$48,866.00	\$5,983,500.00	\$100,000.00	\$7,143,500.00
Net Balance:	\$6,686.00	\$1,134.00	\$143,500.00	\$100,000.00	\$251,320.00

Date Updated by PI:

2/26/2026

***PROJECTIONS SUBJECT TO CHANGE PERIODICALLY**

Projections by Quarter	Design	Total:	Projected Monthly Expenses per Quarter
Q3 2025	\$ 25,000.00	\$ 25,000.00	\$ 8,333.33
Q4 2025	\$ 160,643.86	\$ 160,643.86	\$ 53,547.95
Q1 2026	\$ 339,782.19	\$ 339,782.19	\$ 113,260.73
Q2 2026	\$ 290,814.83	\$ 290,814.83	\$ 96,938.28
Q3 2026	\$ 145,407.42	\$ 145,407.42	\$ 48,469.14
Q4 2026	\$ 52,703.71	\$ 52,703.71	\$ 17,567.90
Total: \$ 1,014,352.00 \$ 1,014,352.00			
Grant Funds Reserved: \$ 1,014,352.00 \$ 1,014,352.00			
Net Balance: \$ 0.00 \$ 0.00			

Date Updated by PI:

2/16/2026

**DEERING PARK
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEERING PARK
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2026**

**DEERING PARK
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2026**

	General Fund	Debt Service Fund	Capital Projects Fund	Capital Projects Fund I-95 Underpass	Capital Projects Fund Edgewater Wetland Park	Capital Projects Fund SUNTrail P2 & 3 Design	Capital Projects Fund Turnball Hammock Project	Total Governmental Funds
ASSETS								
Cash	\$ 16,070	\$ -	\$ -	\$ 1,055	\$ 334,077	\$ 67,448	\$ 1,230	\$ 419,880
Investments								
Reserve	-	1,345,013	-	-	-	-	-	1,345,013
Capitalized interest	-	336	-	-	-	-	-	336
Construction	-	-	16,235,680	-	-	-	-	16,235,680
Cost of issuance	-	28,940	-	-	-	-	-	28,940
Undeposited funds	-	-	-	96,473	-	-	-	96,473
Due from Swallowtail	1,275	-	-	-	-	103,690	-	104,965
Due from Kolter	-	-	-	245,493	-	-	-	245,493
Due from Turnbull Hammock	250	-	-	-	-	-	-	250
Due from I-95 Underpass	75	-	-	-	-	-	-	75
Due from general fund	-	4,172	-	-	-	-	-	4,172
Total assets	<u>\$ 17,670</u>	<u>\$ 1,378,461</u>	<u>\$ 16,235,680</u>	<u>\$ 343,021</u>	<u>\$ 334,077</u>	<u>\$ 171,138</u>	<u>\$ 1,230</u>	<u>\$ 18,481,277</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts payable	\$ 6,167	\$ 4,172	\$ -	\$ 341,965	\$ -	\$ 103,690	\$ -	\$ 455,994
Contracts payable	-	-	3,489,820	-	-	-	-	3,489,820
Due to Swallowtail	3,911	32,770	-	-	527,080	301,749	-	865,510
Due to Kolter	-	-	-	1,927,652	-	-	-	1,927,652
Due to general fund	-	-	-	75	-	-	250	325
Due to debt service fund	4,172	-	-	-	-	-	-	4,172
Landowner advance	6,000	-	-	-	-	-	-	6,000
Total liabilities	<u>20,250</u>	<u>36,942</u>	<u>3,489,820</u>	<u>2,269,692</u>	<u>527,080</u>	<u>405,439</u>	<u>250</u>	<u>6,749,473</u>
DEFERRED INFLOWS OF RESOURCES								
Deferred receipts	1,275	-	-	-	-	-	-	1,275
Total deferred inflows of resources	<u>1,275</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,275</u>
Fund balances:								
Restricted for:								
Debt service	-	1,341,519	-	-	-	-	-	1,341,519
Capital projects	-	-	12,745,860	(1,926,671)	(193,003)	(234,301)	980	10,392,865
Unassigned	(3,855)	-	-	-	-	-	-	(3,855)
Total fund balances	<u>(3,855)</u>	<u>1,341,519</u>	<u>12,745,860</u>	<u>(1,926,671)</u>	<u>(193,003)</u>	<u>(234,301)</u>	<u>980</u>	<u>11,730,529</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 17,670</u>	<u>\$ 1,378,461</u>	<u>\$ 16,235,680</u>	<u>\$ 343,021</u>	<u>\$ 334,077</u>	<u>\$ 171,138</u>	<u>\$ 1,230</u>	<u>\$ 18,481,277</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution - Swallowtail, LLC	6,415	34,660	130,208	27%
Landowner contribution - Deering Park 1, LLC	-	-	216,300	0%
Total revenues	<u>6,415</u>	<u>34,660</u>	<u>346,508</u>	10%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,722	12,918	13%
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	1,417	2,675	30,000	9%
Engineering	-	3,085	3,500	88%
Audit	-	-	3,075	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	333	1,000	33%
Trustee	-	-	6,500	0%
EMMA software service	-	-	1,500	0%
Debt service fund accounting: master bonds	625	2,500	7,500	33%
Postage	-	10	500	2%
Printing and binding	42	167	500	33%
Legal advertising	140	4,006	6,500	62%
Annual district filing fee	-	175	175	100%
Insurance - GL, POL	-	6,163	6,200	99%
Miscellaneous- bank charges	115	1,435	675	213%
Website:				
Hosting & updates	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,422</u>	<u>38,271</u>	<u>130,208</u>	29%

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Field operations management	-	-	25,000	0%
Stormwater management				
Conservation area maintenance	-	-	10,000	0%
Wetland monitoring and reporting	-	-	10,000	0%
Pond maintenance	-	-	12,000	0%
Pond erosion repairs	-	-	2,500	0%
Fountain maintenance	-	-	800	0%
Landscape maintenance				
Landscape & irrigation maintenance	-	-	60,000	0%
Nuisance and exotic control	-	-	10,000	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	3,000	0%
Irrigation water	-	-	5,000	0%
Unimproved area mowing	-	-	10,000	0%
Arbor care	-	-	5,000	0%
Entry monuments and features				
Monument electricity	-	-	2,000	0%
Pressure washing/maintenance	-	-	1,000	0%
Parks and trails				
Parks and trails services	-	-	5,000	0%
Utilities	-	-	7,000	0%
Insurance	-	-	25,000	0%
Repairs and maintenance	-	-	3,000	0%
Miscellaneous				
Streetlighting	-	-	6,000	0%
Electricity	-	-	4,000	0%
Contingency	-	-	5,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>216,300</u>	0%
Total expenditures	<u>6,422</u>	<u>38,271</u>	<u>346,508</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	(7)	(3,611)	-	
Fund balances - beginning	<u>(3,848)</u>	<u>(244)</u>	-	
Fund balances - ending	<u>\$ (3,855)</u>	<u>\$ (3,855)</u>	<u>\$ -</u>	

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JANUARY 31, 2026**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 4,339	\$ 13,766
Total revenues	<u>4,339</u>	<u>13,766</u>
EXPENDITURES		
Debt service		
Interest	-	91,282
Cost of issuance	-	274,272
Total debt service	<u>-</u>	<u>365,554</u>
Other fees & charges		
Underwriter's discount	-	364,500
Total other fees and charges	<u>-</u>	<u>364,500</u>
Total expenditures	<u>-</u>	<u>730,054</u>
Excess/(deficiency) of revenues over/(under) expenditures	4,339	(716,288)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,147,309
Total other financing sources	<u>-</u>	<u>2,147,309</u>
Net change in fund balances	4,339	1,431,021
Fund balances - beginning	1,337,180	(89,502)
Fund balances - ending	<u>\$ 1,341,519</u>	<u>\$ 1,341,519</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2025
FOR THE PERIOD ENDED JANUARY 31, 2026**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 51,107	\$ 157,990
Total revenues	<u>51,107</u>	<u>157,990</u>
EXPENDITURES		
Capital outlay	-	3,489,365
Total expenditures	<u>-</u>	<u>3,489,365</u>
Excess/(deficiency) of revenues over/(under) expenditures	51,107	(3,331,375)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	16,077,691
Total other financing sources/(uses)	<u>-</u>	<u>16,077,691</u>
Net change in fund balances	51,107	12,746,316
Fund balances - beginning	12,694,753	(456)
Fund balances - ending	<u>\$ 12,745,860</u>	<u>\$ 12,745,860</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND I-95 UNDERPASS
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year to Date
REVENUES		
Developer contribution	\$ -	\$ 1,000
Total revenues	-	1,000
EXPENDITURES		
Capital outlay - I-95 Interchange	245,492	341,965
Contingencies	5	20
Total expenditures	245,497	341,985
Excess/(deficiency) of revenues over/(under) expenditures	(245,497)	(340,985)
Fund balance - beginning	(1,681,174)	(1,585,686)
Fund balance - ending	\$ (1,926,671)	\$ (1,926,671)

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND EDGEWATER WETLAND PARK
FOR THE PERIOD ENDED JANUARY 31, 2026**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Wetland Park grant	\$ 211,728	\$ 211,728
Total revenues	<u>211,728</u>	<u>211,728</u>
EXPENDITURES		
Capital outlay - Wetland Park	-	193,983
Contingencies	5	20
Total expenditures	<u>5</u>	<u>194,003</u>
Excess/(deficiency) of revenues over/(under) expenditures	211,723	17,725
Fund balance - beginning	<u>(404,726)</u>	<u>(210,728)</u>
Fund balance - ending	<u>\$ (193,003)</u>	<u>\$ (193,003)</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SUNTRAIL P 2 & 3 DESIGN
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year to Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay - Suntrail Design	103,690	177,907
Contingencies	5	20
Total expenditures	<u>103,695</u>	<u>177,927</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (103,695)	 (177,927)
 Fund balance - beginning	 (130,606)	 (56,374)
Fund balance - ending	<u>\$ (234,301)</u>	<u>\$ (234,301)</u>

**DEERING PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - TURNBULL HAMMOCK PROJECT
FOR THE PERIOD ENDED JANUARY 31, 2026**

	Current Month	Year to Date
REVENUES		
Developer contribution	\$ -	\$ 1,000
Total revenues	-	1,000
EXPENDITURES		
Contingencies	5	20
Total expenditures	5	20
Excess/(deficiency) of revenues over/(under) expenditures	(5)	980
Fund balance - beginning	985	-
Fund balance - ending	\$ 980	\$ 980

**DEERING PARK
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
DEERING PARK STEWARDSHIP DISTRICT**

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The Board of Supervisors of the Deering Park Stewardship District held a Regular Meeting on December 9, 2025 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 284 525 372 044 6, Passcode: iN9st9Rr.

Present:

Glenn Storch	Chair
Robbie Lee	Vice Chair
Joey Posey	Assistant Secretary
James Boyd (via Teams)	Assistant Secretary
William Fife (via telephone)	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt and Associates LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates LLC (WHA)
Raymond Passaro (via Teams)	Wrathell, Hunt and Associates LLC (WHA)
Jonathan Johnson (via Teams)	District Counsel
Chris Warshaw	District Engineer
Goran Duvnjak (via Teams)	England-Thims & Miller, Inc. (ETM)
Patrick Iler (via Teams)	Family Lands Remembered (FLR)

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:04 p.m. Supervisors Storch, Lee and Posey were present. Supervisor Boyd attended via Teams. Supervisor Fife was not present at roll call.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Review: Grant Tracker

This item was presented following the Sixth Order of Business.

FOURTH ORDER OF BUSINESS

Consideration of Local Agency Grant Agreement between FDOT and the District [Widening of SR-442 Under I-95]

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Mr. Kantarzhi presented the following:

- **FDOT Resolution of Approval of the State Funded Grant Agreement (456981-1-54-01) for the SR 442 Road Widening Improvements Design and Construction**
- **Local Program - Scope, Schedule, & Estimate (SSE) Form: Multi-Phase Legislative Appropriation Projects**

The Board and Staff discussed the Agreement, which has yet to be prepared. The Board will be asked to delegate authority to the Chair to execute the Agreement in between meetings, and the Agreement will be presented for ratification at a future meeting.

Discussion ensued regarding the scope of work and construction anticipated to begin in summer 2026.

Ms. Cerbone noted that discussions were held with Mr. Iler, Family Lands Remembered (FLR), District Management, and Ms. Hutchens to ensure that all were comfortable with including this item on the December agenda to approve the items, which are in substantially final form, and to authorize execution of the finalized documents at the December meeting in order to continue the operations with the Florida Department of Transportation (FDOT), without delay.

Mr. Fife joined the meeting via Teams during this discussion.

There were no questions.

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the FDOT Resolution of Approval of the State Funded Grant Agreement (456981-1-54-01) for the SR 442 Road Widening Improvements Design and Construction and the Local Program - Scope, Schedule, & Estimate (SSE) Form: Multi-Phase Legislative Appropriation Projects, both in substantial form, and authorizing the Board Chair to execute, were approved.

FIFTH ORDER OF BUSINESS

Consideration of TLC Land Consulting, LLC Agreement for Consultant Services-Stewardship District Project & Bonds

Ms. Cerbone presented the TLC Land Consulting, LLC (TLC) Agreement for Consultant Services-Stewardship District Project & Bonds. TLC worked with Kolter for the first bond issuance and it is anticipated that they will do so for future bond issuances. This item was submitted to District Management for payment and, upon approval, a Requisition will be prepared and submitted to the Trustee for payment from the construction funds.

On MOTION by Mr. Lee and seconded by Mr. Posey, with all in favor, the TLC Land Consulting, LLC Agreement for Consultant Services-Stewardship District Project & Bonds, with compensation in the amount of \$10,000, was approved.

SIXTH ORDER OF BUSINESS**Consideration of ETM Work Authorizations****A. #6 Turnbull Hammock Water Quality Project**

Mr. Warshaw noted that the State awarded a grant to the District for the Turnbull Hammock Water Quality Project. This Work Authorization relates to the scope of work needed for ETM and fellow consultant WSI to generate ideas, concepts and plans for the project and provides for a minimal hourly scope of work under the ETM umbrella. The intent is that the project would be for land currently owned by Miami Corporation, but not necessarily on District lands. The grant was applied for and awarded with concepts but without a concrete plan; the scope of work provides for due diligence and preliminary engineering work to determine what improvements will be made, likely off site.

Mr. Johnson stated that, at the appropriate time, Staff will make sure the requisite interests exist, whether by way of temporary or permanent easements for construction purposes and ultimately for Operation & Maintenance (O&M). The District has Statutory authority to act within and without its boundaries.

Discussion ensued regarding the benefits to the District related to stormwater flow and the City's request for the District's help in meeting their Basin Management Action Plan (BMAP) requirements for nutrient removal in the Indian River Lagoon.

Mr. Warsaw stated that this Work Authorization is to start performing work under a previously agreed upon Grant Agreement.

B. #7 SR 442 Widening (4 Lane – Widening in Each Direction)**C. #8 SR 442/I-95 DDI Interchange (30% to 60% Design and Permitting)**

Mr. Warshaw noted that #7 and #8 are interrelated. He will provide a high-level overview and Goran Duvnjak can address specific questions. He recalled that ETM was engaged two years ago under Work Authorization #1 to do the 30% Design and the PD&E Study for the Interchange. The project has now progressed to the State funding appropriation for widening of SR 442 under the Interchange, included in the Fourth Order of Business, which takes plans through to final engineering and ultimately to construction for a portion of the initial PD&E and

112 the 30% Design. The DOT asked ETM to progress to 60% Design Plans, in order to approve and
113 sign off on the PD&E.

114 Mr. Warshaw displayed and presented a spreadsheet describing the scope of work and
115 how the Work Orders add up and noted that no double-dipping is occurring. Work
116 Authorization #8 takes the 30% Design to 60% Design. The final column includes the 60% final
117 design, which has not yet been included in any scope for the District. He described potential
118 funding sources for future scopes of work and stated that the spreadsheet will be updated on
119 an ongoing basis.

120 Mr. Storch noted that the project is needed and the grant is secured.

121 Discussion ensued regarding the timeframe for the 30% to 60% Design and Permitting,
122 the desire to start construction over the summer, and the goal of reaching 60% completed to
123 begin the widening.

124 Mr. Boyd asked if the DOT Agreement incorporates previous comments regarding not
125 assigning duties to the District that it does not have the ability to perform. Mr. Warsaw stated
126 the Agreement was amended to reflect the responsibilities of the District, the DOT and the
127 Consultant, so that all responsibilities are handled by the appropriate entity.

128 **On MOTION by Mr. Lee and seconded by Mr. Storch, with all in favor, ETM**
129 **Work Authorizations #6, #7 and #8, were approved.**

130
131 **▪ Review: Grant Tracker**

132 **This item, previously the Third Order of Business, was presented out of order.**

133 Mr. Conti presented the Grant Tracker, which he, Mr. Iler and Mr. Warshaw regularly
134 update. Items in green have been awarded and items in yellow are awaiting award. The
135 Edgewater Wetland Park Project and the Deering Park Trail North Phases 2 & 3 Design Project
136 were reimbursed. He reviewed the items in the "Denied" section and on the "Detail Per Grant"
137 page.

138 In response to a question regarding whether the "Awaiting Award" status means that it
139 will logically be awarded or if it was just requested, Mr. Iler suggested the terminology be
140 changed to reflect that an application was submitted. Ms. Cerbone suggested changing it to
141 "Awaiting Notice if Award Granted". Mr. Conti stated it will be updated.

142 Regarding the Projections pages, Mr. Iler stated that he, Ms. Cerbone, Mr. Conti and Mr.
143 Kantarzi are working through a grant procedures process with Ms. Hutchens in order to turn

144 around contractor invoices more quickly to expedite reimbursements and reduce cash outlay
145 on these projects.

146 Mr. Storch voiced his opinion that part of the delay is due to the District’s actions or
147 inactions, and not the State’s actions or inactions. Mr. Iler concurred and noted the need to
148 process invoices, send checks to contractors and submit them to the State for reimbursement
149 when they have cleared. A document detailing the responsibilities of each party, whether the
150 District or FLR, was developed and is now being implemented. Mr. Storch voiced his
151 appreciation and asked for a report of how that is working to be given at the next meeting.

152 Ms. Cerbone asked if Mr. Iler would like to prepare that report, given that FLR is
153 included in every step of the process; whereas District Management receives invoices, Ms.
154 Hutchens performs wires or ACH transactions, District Management cuts, mails and confirms
155 that checks were deposited by sending the bank statements to FLR.

156 Mr. Iler stated that he will provide the report. He talks with Ms. Cerbone and Mr. Conti
157 regularly. Mr. Storch supports doing everything that can be done to expedite these processes
158 and voiced his opinion that great efforts have been made to accomplish these goals. Mr. Iler
159 expressed agreement and support for being a good partner with the State in this regard.

160

161 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-01,
Designating a Date, Time and Location for
Landowners’ Meeting and Election;
Providing for Publication; Establishing
Forms for the Landowner Election; and
Providing for Severability and an Effective
Date**

168

169 Mr. Kantarzhi presented Resolution 2026-01. Seats 4 and 5, currently held by James
170 Boyd and Adolph Joseph “Joey” Posey, Jr., respectively, will be up for election at the
171 Landowners’ Election.

172

**On MOTION by Mr. Storch and seconded by Mr. Posey, with all in favor,
Resolution 2026-01, Designating a Date, Time and Location of November 3,
2026 at 2:00 p.m., at Storch Law Firm, 420 S. Nova Road, Daytona Beach,
Florida 32114, for a Landowners’ Meeting and Election; Providing for
Publication; Establishing Forms for the Landowner Election; and Providing for
Severability and an Effective Date, was adopted.**

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180 EIGHTH ORDER OF BUSINESS Consideration of Disclosure of Public
181 Financing
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183 Mr. Kantarzhi presented the Disclosure of Public Financing.

184 **On MOTION by Mr. Lee and seconded by Mr. Storch, with all in favor, the**
185 **Disclosure of Public Financing, was approved.**

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188 NINTH ORDER OF BUSINESS Consideration of Resolution 2026-02,
189 Ratifying, Confirming, and Approving the
190 Sale of the Deering Park Stewardship
191 District Special Assessment Revenue
192 Bonds, Series 2025 (DPSD JV1 #1 Project);
193 Ratifying, Confirming, and Approving the
194 Actions of the Chair, Vice Chair, Treasurer,
195 Secretary, Assistant Secretaries, and All
196 District Staff Regarding the Sale and
197 Closing of the Bonds; Determining Such
198 Actions as Being in Accordance With the
199 Authorization Granted by the Board;
200 Providing a Severability Clause; and
201 Providing an Effective Date
202

203 Mr. Kantarzhi presented Resolution 2026-02 and read the title.

204 Discussion ensued regarding the sale of the bonds, which occurred in October 2025.

205 **On MOTION by Mr. Storch and seconded by Mr. Posey, with all in favor,**
206 **Resolution 2026-02, Ratifying, Confirming, and Approving the Sale of the**
207 **Deering Park Stewardship District Special Assessment Revenue Bonds, Series**
208 **2025 (DPSD JV1 #1 Project); Ratifying, Confirming, and Approving the Actions**
209 **of the Chair, Vice Chair, Treasurer, Secretary, Assistant Secretaries, and All**
210 **District Staff Regarding the Sale and Closing of the Bonds; Determining Such**
211 **Actions as Being in Accordance With the Authorization Granted by the Board;**
212 **Providing a Severability Clause; and Providing an Effective Date, was adopted.**

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215 TENTH ORDER OF BUSINESS Discussion/Consideration/Ratification:
216 Performance Measures/Standards &
217 Annual Reporting Form
218

219 A. October 1, 2024 - September 30, 2025 [Posted]

220 B. October 1, 2025 - September 30, 2026

221 **On MOTION by Mr. Lee and seconded by Mr. Posey, with all in favor, the Fiscal**
222 **Year 2025 Goals and Objectives Reporting, was ratified, and the Goals and**

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Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

ELEVENTH ORDER OF BUSINESS

Ratification Items

A. Addendum to Construction Contract [North Mass Grading Project]

B. Addendum to Construction Contract [Center Mass Grading Project]

Mr. Johnson discussed the documents executed at the bond closing and noted that the Bond Purchase Contract included, as a condition of closing, the District’s execution of several documents, including the Acquisition Agreement that governs how infrastructure and contracts are acquired. These documents were assigned to the District pursuant to the Acquisition Agreement signed at the bond closing, which was required by the Bond Purchase Contract in order to sell the bonds.

In response to Mr. Boyd’s question, Mr. Johnson stated that the specific work was the subject of the Acquisition Agreement, which anticipated the assignment of the construction contracts and provided for the process initiated at the bond closing. He noted that several projects have been and will continue to be prosecuted under that Acquisition Agreement, as opposed to the District procuring services directly.

Mr. Storch stated his understanding that the mass grading operations have been in process and funded by another entity until such time that the District could tie it into a Construction Contract.

Mr. Warsaw stated the amount the District is paying applies only to public facilities; Staff has been working with District Counsel to ensure that the requisition amount is limited to public infrastructure, which includes stormwater lakes, control structures, pipe interconnects, and mass grading necessary for public roads or public amenities or parks that will be accessible to the public. Mr. Storch noted that the work is underway or completed and can be inspected.

Mr. Boyd asked if the District is paying that total amount or if it is paying pro rata portions of the site work contract. Mr. Storch voiced his belief that the District is paying amounts related to the public aspect of the contract. Mr. Warsaw stated that is correct.

Mr. Warsaw discussed the bifurcation of line items, as shown on the invoice on Page 199 of the agenda, and noted that the Contract Total includes pay apps. The District’s calculations are based on the individual pay apps, and not the Contract Total.

256 Ms. Cerbone discussed this common practice in Districts in which the Developer entered
257 into an agreement with a contractor and then assigned the contract, either in full or in part, to
258 the District. She discussed the role of the District Engineer, who works with all applicable
259 parties to ensure that the appropriate pay app is produced, which is important from an auditing
260 perspective, and ensures that bond funds are not used for non-public purposes and eliminates
261 the risk of an audit finding. These items were provided for in the Delegation Resolution.

262 Mr. Storch stated the work has been going on for over a year and a half and the
263 Developer paid the costs up front in anticipation that the work product would be acquired.

264 Discussion ensued regarding the motion and ratification of the Addendums.

On MOTION by Mr. Storch and seconded by Mr. Posey, with all in favor, the Addendum to Construction Contract for the North Mass Grading Project, and the Addendum to Construction Contract for the Center Mass Grading Project, were ratified.

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271 **TWELFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
272 **Statements as of October 31, 2025**

274 Mr. Kantarzhi presented the Unaudited Financial Statements as of October 31, 2025.

275 Ms. Cerbone stated that the budget will be amended to include a column for the Debt
276 Service Fund. Mr. Kantarzhi stated he expects that to occur no later than when the Fiscal year
277 2027 budget is presented.

On MOTION by Mr. Lee and seconded by Mr. Storch, with all in favor, the Unaudited Financial Statements as of October 31, 2025, were accepted.

282 **THIRTEENTH ORDER OF BUSINESS** **Approval of September 29, 2025 Public**
283 **Hearing and Regular Meeting Minutes**

On MOTION by Mr. Lee and seconded by Mr. Storch, with all in favor, the September 29, 2025 Public Hearing and Regular Meeting Minutes, as presented, were approved.

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290 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

291
292 **A. District Counsel: Kutak Rock LLP**

293 Mr. Johnson will call Mr. Storch regarding continuing education sessions for the Board.

294 **B. District Engineer: England-Thims & Miller, Inc.**

295 There was no report.

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

297 • **Property Insurance on Vertical Assets**

298 This item is included as a reminder to secure property insurance for District-owned
299 assets.

300 • **Ethics Training by 12/31/2025**

301 The links to online ethics training courses will be recirculated to the Board. Completion
302 of the requirement should be noted when filing Form 1 filed in 2026.

303 • **NEXT MEETING DATE: January 13, 2026 at 2:00 PM**

304 ○ **QUORUM CHECK**

305 The next meeting will be held on January 13, 2026, unless cancelled.

306 Ms. Cerbone stated that an Incumbency Certificate will add the Vice Chair as a
307 signatory, in the absence of the Chair.

308 Discussion ensued regarding cancellation of meetings, items that might make it
309 necessary to meet, the anticipated presentation of the proposed Fiscal Year 2027 budget in
310 June 2026, the possibility of a second bond issuance, the need to determine bond issuance
311 timing, ratification of plats, the need to consider proposals for stormwater pond maintenance,
312 the need to activate Field Operations in order to maintain infrastructure turned over to the
313 District, and the District’s active St. Johns permit.

314 Mr. Fife stated that a stormwater pond maintenance contract will likely be presented
315 for consideration at the February meeting.

316

317 **FIFTEENTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

318

319 There were no Board Members’ comments or requests.

320

321 **SIXTEENTH ORDER OF BUSINESS**

Public Comments

322

323 No members of the public spoke.

324

325 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

326

327 **On MOTION by Mr. Lee and seconded by Mr. Posey, with all in favor, the**
328 **meeting adjourned at 3:08 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS
C**

DEERING PARK STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2025 CANCELED	Regular Meeting	2:00 PM
November 11, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTgzMwVhNDItNThiNS00Y2UzLTk4NDU0tN2E0MjVmYjYyNThm%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 289 427 464 007 1 Passcode: Er3ih2VR		
December 9, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTc0NWI3OTAtNGIxZC00ZGJlWEzY2ItZTNiMjk3ZjZiN2Y5%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 284 525 372 044 6 Passcode: iN9st9Rr		
January 13, 2026 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2FmZGM1NmUtZTBkNS00NGNiLWJiNDktNzYwN2FkYTJjNWU5%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 289 720 498 816 5 Passcode: w2Rd3qd3		
February 10, 2026 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTY2MzkwOWltMWY5ZS00Yzc5LWI3ZTAtZmQzOGVIYmFIYtc4%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 285 015 472 475 2 Passcode: Q5gV3TW3		
March 10, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmRiYjQ2MTgtMDkxMC00ZWU2LTk5ZTctMzkwMwQ0YjE1MDQ4%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 295 812 663 928 7 Passcode: 8GG3RT2x		

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
April 14, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmI0MTJINGUtYTg1Zi00ZDk1LWEyNzAtZDIwZmFiodQzMGRI%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 213 430 142 895 7 Passcode: MH9uR2qV		
May 12, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDNIYWl3ODYtZWVknS00YjZkLWlyMDYtNGM0YjY3YTY3NDA3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 288 593 777 667 6 Passcode: Bb7KT2zC		
June 9, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmFhOGE2MDYtMGJhOC00YWQ2LWI3ZWItMDdiOTJmMjI0NWmX%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 216 303 467 291 2 Passcode: gv6af6zd		
July 14, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjBiYTAxODktNjBjMS00NzNlLWlxNzctMWY1ZDQ1Y2E5MzE3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 284 206 846 027 4 Passcode: xx9Pp72i		
August 11, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTBhZjI5NzMtNDBkNC00MDNmLTk5OTctNzU1MWJkMmZjMzd%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 286 551 522 394 7 Passcode: S3aq9HQ9		
September 8, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWVkmZl5MWEtNzg3NS00Y2UzLWFhNWmtZDQyYzc1NDIzNDNj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 246 746 406 101 7 Passcode: va9KL7qD		

DEERING PARK STEWARDSHIP DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes No Not Applicable

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the District's website.

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

Achieved: Yes No

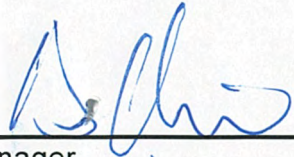
Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the District's website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the District's website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on District's website.

Achieved: Yes No



District Manager

Andrew Kantaraki

Print Name

12/4/25

Date



Chair/Vice Chair, Board of Supervisors

Glenn Storch

Print Name

12/4/25

Date