



Verano #5
Community Development District

<http://www.Verano5cdd.com>

Josh Hoot, Chairman
Darren Weimer, Vice Chairman
Marshall Kutz, Assistant Secretary
Shane Dinatali, Assistant Secretary
Joshua Wortman, Assistant Secretary

July 16, 2026



Verano #5

Community Development District

Agenda

Thursday
July 16, 2026
1:00 p.m.

Verano Social Clubhouse
10291 SW Visconti Way, Port St. Lucie, FL
Join the meeting Now

Meeting ID: 221 658 881 196 and Passcode: EL6Ak9xT
1 872-240-4685 and Phone Conference ID: 327 042 38#

Seat 1: Josh Hoot – (V.C.)	
Seat 2: Open Seat	
Seat 3: Marshall Kutz – (A.S.)	
Seat 5: Shane Dinatali – (A.S.)	
Seat 4: Joshua Wortman – (A.S.)	

1. Roll Call
2. Organizational Matter
 - A. Consideration of **Resolution #2026-06** Landowners Election – **Page 4**
3. Approval of Minutes of the April 23, 2026 Meeting – **Page 10**
4. Public Hearing to Adopt the Fiscal Year 2027 Budget
 - A. Motion to Open the Public Hearing
 - B. Public Comment and Discussion
 - C. Consideration of **Resolution #2026-07** Annual Appropriation Resolution – **Page 17**
 - D. Consideration of **Resolution #2026-08** Levy of Non Ad Valorem Assessments – **Page 21**
 - E. Consideration of Deficit Funding Agreement – **Page 37**
 - F. Motion to Close the Public Hearing
5. Public Hearing to Adopt the Rules
 - A. Motion to Open the Public Hearing
 - B. Public Comment and Discussion
 - C. Consideration of **Resolution #2026-09** Adopting the Rules – **Page 40**
 - D. Motion to Close the Public Hearing
6. Consideration of **Resolution #2026-10** Authorizing Actions to Implement Capital Improvement Plan – **Page 118**
7. Approval of Cost Share Agreement (Commercial Parcel) for Lots 4 & 5 with PSL Land Investments, LLC – **Page 120**
8. Ratification of:
 - A. Landscape Agreement with Norman Landscape, LLC – **Page 128**
 - B. Landscape Agreement (Groundcovers) with Norman Landscape, LLC – **Page 144**
 - C. Invoices 1378 & 1379 with Norman Landscape, LLC – **Page 160**

9. Staff Reports

A. Attorney

B. Engineer

C. Manager

1) Consideration of Proposed Fiscal Year 2027 Meeting Schedule – **Page 162**

2) Form 1 Financial Disclosure Due July 1, 2026 – **Page 163**

3) Reminder to Complete Annual Ethics Training by December 31, 2026

10. Financial Reports

A. Acceptance of Check Run Summary – **Page 164**

B. Acceptance of Unaudited Financials – **Page 179**

11. Supervisors Requests and Audience Comments

12. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.verano5cdd.com>

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANO #5 COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Verano #5 Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Port St. Lucie, St. Lucie County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANO #5 COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Josh Hoot	2026
2	Vacant	2026
3	Marshall Kutz	2028
4	Joshua Wortman	2028
5	Shane Dinatali	2026

This year, Seat 1, currently held by Josh Hoot, Seat 2, currently Vacant and Seat 5, currently held by Shane Dinatali, are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the _____ day of November, 2026, at _____ a/p.m., and located at _____.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its _____, 2026 meeting. A

sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____, or at the office of the District Manager, Governmental Management Services, 5385 N. Nob Hill Road, Sunrise, Florida 33351 Phone (954) 721-8681, AHPilippi@gmssf.com.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

**VERANO #5 COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE VERANO #5 COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Verano #5 Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 486.228 acres, located southeast of Glades Cut Off Road, southwest of C-24 Canal and north of Crosstown Parkway, in St. Lucie County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) person/people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: _____
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, 5385 N. Nob Hill Road, Sunrise, Florida 33351 Phone (954) 721-8681, AHPilippi@gmssf.com ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
VERANO #5 COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, November __, 2026

TIME: _____ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**VERANO #5 COMMUNITY DEVELOPMENT DISTRICT
ST. LUCIE COUNTY, FLORIDA
LANDOWNERS' MEETING – [DATE]**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Verano #5 Community Development District to be held at _____, on _____, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2025), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
VERANO #5 COMMUNITY DEVELOPMENT DISTRICT
ST. LUCIE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2026

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Verano #5 Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES

Date: _____

Signed: _____

Printed Name: _____

**MINUTES OF MEETING
VERANO #5
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of Verano #5 Community Development Districts was held on Thursday, April 23, 2026, at 10:30 a.m. at 10291 SW Visconti Way, Port St. Lucie, Florida.

Present and constituting a quorum were:

Josh Hoot	Chairman
Darren Weimer	Vice Chairman
Marshall Kutz	Assistant Secretary
Shane Dinatali	Assistant Secretary
Joshua Wortman	Assistant Secretary

Also present were:

Andressa Hinz Philippi	District Manager
Matthew Hans	Governmental Management Services
Darrin Mossing	Governmental Management Services
Brandon Ulmer	Mills, Short & Associates (by phone)
Jere Earlywine	District Counsel
Kirsten Mood	Kutak Rock, LLP

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Organizational Matters

**A. Consideration of Appointment to Fill Unexpired Term(s) of Office(s) –
Seat #2 (11/2026)**

B. Oath of Office for Newly Appointed Supervisor(s)

Ms. Hinz Philippi asked the Board if there was anyone they wished to appoint to the unexpired term of office for seat #2.

Mr. Hoot made a motion to appoint Darren Weimer to seat #2.

On MOTION by Mr. Hoot seconded by Mr. Kutz with all in favor, appointing Darren Weimer to fill the unexpired term of office for seat #2 was approved.

Ms. Hinz Philippi then administered the oath of office to Mr. Darren Weimer for seat #2 for Verano #5.

C. Election of Officers

Ms. Hinz Philippi moved to the election of officers, read the current slate of officers into the record and stated the Board could rearrange the slate if they wished electing a chairman, a vice chairman and then the remaining Board members would serve as assistant secretaries.

Mr. Hoot made a motion for Darren Weimer to serve as vice chairman, he would serve as chairman, and the remaining Board members could serve as assistant secretaries.

On MOTION by Mr. Hoot seconded by Mr. Dinatali with all in favor, Election of officers, electing Josh Hoot as Chairman, Darren Weimer as vice chairman, and keeping all other officers the same was approved.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the October 30, 2025 Meeting

Ms. Hinz Philippi presented the minutes from the October 30, 2025 meeting, asked for any comments, additions, corrections or deletions, and upon hearing none, asked for a motion to approve the minutes.

On MOTION by Mr. Hoot seconded by Mr. Wortman with all in favor, the Minutes of the October 30, 2025 Meeting were approved.

FOURTH ORDER OF BUSINESS

Consideration of:

A. Resolution #2026-05 Approving the Proposed Fiscal Year 2027 Budget and Setting the Public Hearing

Ms. Hinz Philippi presented resolution #2026-05 approving the proposed fiscal year 2027 budget and setting the public hearing and gave a brief overview of the proposed budget. She then stated pursuant to the Statute, the public hearing date needed to be set at least 60 days out from today's meeting which would be the July 16th or August 20th

meeting and asked which date the Board would prefer. The Board agreed that July 16th would be the best date. Ms. Hinz Philippi then asked for any comments or questions, and upon hearing none, asked for a motion to adopt the resolution.

(At this point there was a brief discussion among the Board members and Ms. Hinz Philippi relating to this item and the conservation on the south side of Crosstown Commons which was currently in Verano Center which would need to be transferred to Verano #5)

On MOTION by Mr. Wortman seconded by Mr. Kutz with all in favor, Resolution #2026-05 approving the proposed Fiscal Year 2027 Budget and setting the Public Hearing on July 16, 2026 at 10:30 a.m. at 10291 SW Visconti Way, Port St. Lucie, Florida was approved.

B. Resolution #2026-06 Landowners Resolution

Ms. Hinz Philippi presented resolution #2026-06 landowner's resolution stating there were a few seats coming up for election, seat #1, Josh Hoot, seat #2, Darren Weimer and seat #5, Shane Dinatali. The election would be in November and would be one vote per acre of land. She also stated that two seats would have a 4 year term and one seat would have a 2 year term. Ms. Hinz Philippi then asked for any comments or questions, and upon hearing none, asked for a motion to adopt the resolution.

On MOTION by Mr. Weimer seconded by Mr. Hoot with all in favor, Resolution #2026-06 the Landowners Election was approved.

C. Cost Share Agreement (Commercial Parcel) with PLS Land Investments, LLC

Mr. Earlywine presented the cost share agreement for the commercial parcel with PLS Land Investments and gave a brief explanation stating there was a small contribution towards the budget, and that was what the cost share agreement was designed to do continuing to mirror the same payment schedule reflected in the budget. He then asked for any questions or comments.

(At this point there was a brief discussion among the Board members and Mr. Earlywine relating to this item)

On MOTION by Mr. Weimer seconded by Mr. Kutz with all in favor, accepting the Cost Share Agreement (Commercial Parcel) with PLS Land Investments, LLC was approved.

FIFTH ORDER OF BUSINESS

Ratification of Agreement for Engineering Services with Mills, Short & Associates, LLC

Ms. Hinz Philippi presented the ratification the agreement for engineering services with Mills, Short & Associates stating this item was previously approved by the Board at a prior meeting and was just being brought back to the Board for ratification of the District's records. She then asked for any questions or comments, and upon hearing none, asked for a motion to ratify.

On MOTION by Mr. Weimer seconded by Mr. Wortman with all in favor, ratifying the Agreement for Engineering Services with Mills, Short & Associates, LLC was approved.

SIXTH ORDER OF BUSINESS

Acceptance of Audit for Fiscal Year Ending in September 30, 2025

Ms. Hinz Philippi presented the audit for fiscal year ending September 30, 2025, gave a brief explanation and stated it was a clean audit. She then asked for any questions or comments, and upon hearing none, she asked for a motion to accept the audit into the District's records.

On MOTION by Mr. Hoot seconded by Mr. Kutz with all in favor, accepting the audit for Fiscal Year ending in September 30, 2025 was approved.

SEVENTH ORDER OF BUSINESS

Discussion of:

A. Rules

Mr. Earlywine stated his office prepares the Rules of Procedures for all their CDD Districts they represent and they also monitor the annual legislation sessions. He also stated the Rules were just done for Verano #5 and the intention of those rules was to update all the Rules of Procedures which were more technical in nature than anything else so the Board would need to approve them at this time and set a public hearing for July 16, 2026.

On MOTION by Mr. Hoot seconded by Mr. Dinatali with all in favor, accepting the Rules of Procedure as stated on the record and setting a public hearing for July 16, 2026 at 10:30 a.m. at 10291 SW Visconti Way, Port St. Lucie, Florida was approved.

B. Second Amended and Restated Interlocal Agreement

Mr. Earlywine stated this item was discussed at previous meetings with the Board and was put on the agenda as a draft form just for review purposes. He then made some additional comments relating to the agreement stating previously there had been one interlocal agreement that governed all 6 Verano CDDs and it was very vague on how things were supposed to work for each individual CDD, so this would make it easier going forward. He also stated the basic concept of the agreement would be that the stormwater system would be a master improvement under Verano #5 since they have the agreement with the city for rebates and maintenance, and the spine road that was shared between Verano #2, #3, and #4 would be separated out. Mr. Earlywine made a few additional comments relating to this item and also introduced Kirsten Mood to the Board members.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There not being any report, the next item followed.

B. Engineer – Lake Bank Preservation Report

(This item was discussed earlier at the Verano Center meeting)

C. Manager

1) Landscape Replacement Proposals – Freeze Damage Verano Parkway

Ms. Hinz Philippi presented the land replacement proposals for freeze damage to the Verano Parkway stating Mr. Hans and Mr. Ducci worked with Norman Landscaping to obtain the proposals for groundcover and plant replacement and also royal palms. She also stated one proposal was in the amount of \$96,962.50 to replace all the damaged green island and clusias. The other proposal was for all the other damaged plantings and also the cleanup in the amount of \$163,105 which would cover Verano #2, #3, #4 and #5 and the reason for this was that Verano #5 is the one that had the agreement with the Landscaping company.

Mr. Hans then made a few additional comments relating to this item and the discussion he had with Norman Landscaping stating this proposal would be to replace

everything but with smaller plants ranging in the 3 gallon size to stay within the budget. He also stated he reached out to Greenland Landscaping and Florida Exotic to get some comparative pricing, however their unit price per plant came in much higher than Norman Landscaping.

(At this point there was a brief discussion among the Board members and Ms. Hinz Philippi relating to this item)

Ms. Hinz Philippi then asked for a motion to approve the proposals.

On MOTION by Mr. Hoot seconded by Mr. Dinatali with all in favor, accepting the proposal from Norman Landscaping for green island and clusia groundcover replacements from freeze damage at Verano Parkway in the amount of \$96,962.50 was approved.

On MOTION by Mr. Hoot seconded by Mr. Kutz with all in favor, accepting the proposal from Norman Landscaping for all plant replacements and cleanup for Verano #2, #3, #4 and #5 from freeze damage at Verano Parkway in the amount of \$163,105 was approved.

On MOTION by Mr. Hoot seconded by Mr. Dinatali with all in favor, authorizing a not to exceed amount of \$7,875 per royal palm for any dead royal palms from the freeze damage at Verano Parkway was approved.

2) Number of Registered Voters in the District – 0

Ms. Hinz Philippi then announced the number of registered voters in the District as 0 and stated this was just for informational purposes only.

NINTH ORDER OF BUSINESS

Financial Reports

A. Acceptance of Check Run Summary

B. Acceptance of Unaudited Financials

Ms. Hinz Philippi presented the check run summary and the unaudited financials and asked for any comments or questions. Upon hearing none, he asked for a motion to accept the financials.

On MOTION by Mr. Hoot seconded by Mr. Kutz with all in favor, the Check Run Summary and the Unaudited Financials were approved.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Hinz Phillip asked for any Supervisor's requests and upon hearing none, she asked for any audience comments there were no comments at this time.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Mr. Hoot seconded by Mr. Wortman with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2026-07
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE VERANO 5 COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Verano 5 Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANO 5 COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Verano 5 Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

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

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 16th DAY OF JULY, 2026.

ATTEST:

**VERANO 5 COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Exhibit A
FY 2027 Budget

RESOLUTION 2026-08
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANO 5 COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Verano 5 Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in St. Lucie County, Florida ("**County**"); and

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

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANO 5 COMMUNITY DEVELOPMENT DISTRICT:

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

3. **DEBT SERVICE SPECIAL ASSESSMENTS.** [RESERVED].

4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.

- a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2027.
 - ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2026**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District’s corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.

iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

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

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 16h DAY OF JULY, 2026.

ATTEST:

**VERANO 5 COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

Verano #5
Community Development District

Approved Proposed Budget
FY 2027



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4	<u>Stormwater Fund</u>
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8	<u>Assessment Schedule</u>

Verano #5
Community Development District
Approved Proposed Budget
General Fund

	Adopted Budget	Actuals Thru	Projected Next	Projected Thru	Approved Proposed Budget
Description	FY2026	6/30/26	3 Months	9/30/26	FY 2027
<u>REVENUES:</u>					
Maintenance Assessments - V#1 S2015	\$ 62,122	\$ 62,869	\$ -	\$ 62,869	\$ -
Maintenance Assessments - V#1 S2017	86,910	87,927	-	87,927	-
Maintenance Assessments - V#2 S2017	308,523	310,160	-	310,160	-
Maintenance Assessments - V#2 S2020	301,753	304,050	-	304,050	-
Maintenance Assessments - V#2 S2024	110,041	110,769	-	110,769	-
Maintenance Assessments - V#3 S2021	649,498	654,514	-	654,514	-
Maintenance Assessments - V#3 S2022	753,580	759,598	-	759,598	-
Maintenance Assessments - V#4 S2023	41,525	42,198	-	42,198	-
Maintenance Assessments - V#4 S2025	44,085	44,514	-	44,514	-
Maintenance Assessments - V#5	38,523	38,523	-	38,523	38,523
Maintenance Assessments - V Center	13,377	14,227	-	14,227	-
Developer Contribution - Unplatted lots	-	-	-	-	45,386
Stormwater Rebate Fees	680,228	777,743	51,650	829,393	-
Interest Income	30,797	37,862	10,000	47,862	10,000
Carry Forward Surplus	-	141,259	-	141,259	-
TOTAL REVENUES	\$ 3,120,961	\$ 3,386,211	\$ 61,650	\$ 3,447,862	\$ 93,910

EXPENDITURES:

Administrative:

Engineering	\$ 20,000	\$ 2,750	\$ 17,250	\$ 20,000	\$ 5,000
Attorney	20,000	105,715	40,000	145,715	10,000
Annual Audit	5,000	4,600	-	4,600	5,000
Assesment Roll Administration	15,000	15,000	-	15,000	1,500
Dissemination Agent	5,000	3,750	1,250	5,000	2,500
Dissemination Agent Software	-	5,000	-	5,000	5,000
Management Fees	150,000	112,500	37,500	150,000	25,000
Trustee Fees	-	-	-	-	4,000
Information Technology	-	-	-	-	-
Website Maintenance	827	620	207	827	827
Telephone	50	-	25	25	-
Postage	900	731	169	900	500
Insurance General Liability	5,720	5,512	-	5,512	6,063
Printing & Binding	2,000	18	100	118	500
Legal Advertising	1,300	1,517	500	2,017	500
Other Current Charges	650	997	180	1,177	1,000
Office Supplies	300	1	50	51	50
Dues, Licenses & Subscriptions	175	175	-	175	175
Contingency	300	-	-	-	-
First Quarter Operating Capital	-	-	-	-	25,000
TOTAL ADMINISTRATIVE	\$ 227,222	\$ 258,886	\$ 97,231	\$ 356,117	\$ 92,616

Verano #5
Community Development District
Approved Proposed Budget
General Fund

	Adopted Budget	Actuals Thru	Projected Next	Projected Thru	Approved Proposed Budget
Description	FY2026	6/30/26	3 Months	9/30/26	FY 2027

Operations & Maintenance

Field

Conservation Easement Preserve	25,000	-	47,000	47,000	30,000
TOTAL FIELD	\$ 25,000	\$ -	\$ 47,000	\$ 47,000	\$ 30,000

Master Right-Off-Way

Field Management	\$ 26,460	\$ 18,000	\$ 6,000	\$ 24,000	\$ -
Electric streetlights	40,200	30,451	10,200	40,651	-
Landscape Verano Parkway	163,242	96,134	32,220	128,354	-
Irrigation maintenance	5,000	896	4,104	5,000	-
TOTAL MASTER RIGHT-OFF-WAY	\$ 234,902	\$ 145,481	\$ 52,524	\$ 198,005	\$ -

Stormwater

Lake Maintenance

Verano # 1	55,685	33,265	11,087	44,352	-
Verano # 2	96,520	63,000	21,000	84,000	-
Verano # 3	51,839	30,465	10,155	40,620	-
Verano # 4	79,181	28,530	9,510	38,040	-

Lake Bank Mowing

Verano # 1	88,251	57,329	19,243	76,572	-
Verano # 2	100,191	124,073	30,390	154,463	-
Verano # 3	35,597	53,370	17,790	71,160	-
Verano # 4	139,472	70,352	23,452	93,804	-

Landscape - Freeze Project	-	260,068	-	260,068	-
Water Sampling-BMAP	8,000	5,063	1,853	6,916	-
Contingency	302,489	591	-	591	-
Reserve for Lake/Lake Banks	-	-	-	-	-
TOTAL STORMWATER MAINTENANCE	\$ 957,224	\$ 726,106	\$ 144,480	\$ 870,585	\$ -

TOTAL OPERATING AND MAINTENANCE	\$ 1,217,126	\$ 871,587	\$ 244,004	\$ 1,115,590	\$ 30,000
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TOTAL EXPENDITURES	\$ 1,444,348	\$ 1,130,473	\$ 341,235	\$ 1,471,708	\$ 122,616
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Other Sources/(Uses)

Intergovernmental Transfer	\$ (1,676,613)	\$ (1,815,120)	\$ -	\$ (1,815,120)	\$ -
Transfer Conservation Easement Preserve	-	-	-	-	28,706
Transfer Reserve Stormwater	-	-	(161,034)	(161,034)	-
TOTAL OTHER SOURCES/(USES)	\$ (1,676,613)	\$ (1,815,120)	\$ (161,034)	\$ (1,976,154)	\$ 28,706
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 440,619	\$ (440,619)	\$ -	\$ -

Verano #5
Community Development District
Approved Proposed Budget
General Fund

	Adopted Budget	Actuals Thru	Projected Next	Projected Thru	Approved Proposed Budget
Description	FY2026	6/30/26	3 Months	9/30/26	FY 2027

Assessment Table

					Verano #5
Product	Assessable Units	Total Gross Assessment	Gross Per Unit FY2026	Gross Per Unit FY2027	Increase/ (Decrease)
40's	57	\$ 7,791.90	\$ -	\$ 136.70	\$ 136.70
50's	153	\$ 24,053.13	\$ -	\$ 157.21	\$ 157.21
60's	53	\$ 9,635.93	\$ -	\$ 181.81	\$ 181.81
70's	2	\$ 392.34	\$ -	\$ 196.17	\$ 196.17
Total Gross	265	\$ 41,873.30			
Total Net		\$ 38,523.44			

Verano #5
Community Development District
Approved Proposed Budget
Stormwater Fund

Description	Adopted Budget FY2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Proposed Budget FY 2027
<u>REVENUES:</u>					
Stormwater Rebate Fees	\$ -	\$ -	\$ -	\$ -	829,394
Interest Income	-	-	-	-	10,000
Carry Forward Surplus	-	-	-	-	161,034
	.				
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -	\$ 1,000,428
 <i>Operations & Maintenance</i>					
<u>Stormwater</u>					
Field Management	\$ -	\$ -	\$ -	\$ -	10,000
Lake Bank Mowing	-	-	-	-	9,000
Lake Maintenance	-	-	-	-	8,421
Water Sampling-BMAP	-	-	-	-	376
Reserve for Lake/Lake Banks	-	-	-	-	314,186
TOTAL STORMWATER MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ 341,984
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ 341,984
 <u>Other Sources/(Uses)</u>					
Transfer Stormwater Fees	\$ -	\$ -	\$ -	\$ -	(658,444)
Transfer Reserve Stormwater			161,034	161,034	-
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ 161,034	\$ 161,034	\$ (658,444)
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ -	\$ 161,034	\$ 161,034	\$ -

Verano #5
Community Development District
Budget Narrative
FY 2027

REVENUES

Special Assessments-Tax Roll

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

Stormwater Rebate Fees

The City of Port St. Lucie assesses the residents of the District for Repairs, Maintenance and Capital Improvements of the Drainage System. The city then remits the storm water fees less an administrative fee to the District since the District provides all these services. Stormwater fees are collected in Verano # 5 and transferred to each Verano as needed.

Developer Contributions -Unplatted lots

The District will bill the developer of unplatted lots within the Districts to pay all of the operating expenses for the Fiscal Year in accordance with the adopted budget.

Interest

The District earns interest on the monthly average collected balance for each of their investment accounts.

Expenditures - Administrative

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Assessment Roll Administration

GMS SF, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Dissemination Software

Continuing Disclosure software that FMS Bonds requires all Districts and Developers to use when bonds are issued.

Vendor	Description	
Disclosure Technology Services	Reporting Software	\$5,000

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-South Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Information Technology

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

Verano #5

Community Development District

Budget Narrative

FY 2027

Expenditures - Administrative (Continued)

Website Maintenance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

Telephone

New internet and Wi-Fi service for Office.

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

First Quarter Operating Capital

To pay invoices for the 1st quarter of the Fiscal Year.

Expenditures - Field

Conservation Easement Preserve

The estimated cost to comply with the conservation easement preserve permit required with SFWMD. Funds will be transferred from V#1,2,3,4 for full payment or move to Transfer (In) - Conservation Easement (#5)

Vendor	Description	Annual
SFWMD	Conservation maintenance	\$30,000

Other Sources/(Uses)

Transfer Conservation Easement Preserve

Transfer from each Verano for their portion of the conservation maintenance.

District		Total
Verano #1	1038	5,068.36
Verano #2	2162	10,556.64
Verano #3	1662	8,115.23
Verano #4	505	2,465.82
Verano Center	90000 sq.ft.	2,500.00
		28,706.05

Verano #5

Community Development District

Budget Narrative

FY 2027

Expenditures – Stormwater

Field Management

The District has contracted with Lang Management Service for on-site field management of contracts for District services such as landscaping and lake maintenance.

Vendor	Description	Monthly fee	Annual
Lang Management Services	Operating Mgmt	\$833	\$10,000

Lake Bank Mowing

Mowing of the landscape between Verano # 2 and Verano # 3.

Vendor	Description	monthly	Total
TBD	Lake maintenance	\$750	\$9,000

Landscape Maintenance

Mowing of the landscape between Verano # 2 and Verano # 3.

Vendor	Description	monthly	Total
TDB	Landscape mowing	\$702	\$8,421

Water Sampling BMAP

St. Lucie & Estuary Basin Management Action Plan-Per recommendation of the District's engineer, quarterly water samples will be taken in 3 locations to monitor water quality

Vendor	Description	total units	Total
Pace Analytical Services	Water Testing	265	\$376

Reserve for Lake/Lake Banks

Reserve for Lake and Lake bank erosion.

Other Sources/(Uses)

Transfer Stormwater Fees

Verano#5 will transfer stormwater fees to each Verano as needed.

District		Total
Verano #1	17 Lakes	132,398.00
Verano #2	32 Lakes	233,889.00
Verano #3	12 Lakes	159,597.00
Verano #4	22 Lakes	132,560.00
		<u>658,444.00</u>

Verano #5

Community Development District

Non-Ad Valorem Assessments Comparison FY 2027

Neighborhood O&M Units		Annual Maintenance Assessments		
	O&M Master	FY 2027	FY2026	Increase/ (decrease)
40's	57	\$ 136.70	\$ -	\$ 136.70
50's	153	\$ 157.21	\$ -	\$ 157.21
60's	53	\$ 181.81	\$ -	\$ 181.81
70's	2	\$ 196.17	\$ -	\$ 196.17
80's	0	\$ -	\$ -	\$ -
Total	265			

Exhibit B

Folio	Product Type	Tax Code	O&M Assessment	Folio	Product Type	Tax Code	O&M Assessment
3331-801-0126-000-4	SF 50'	0096	157.21	3331-801-0259-000-5	SF 50'	0096	157.21
3331-801-0127-000-1	SF 50'	0096	157.21	3331-801-0260-000-5	SF 50'	0096	157.21
3331-801-0128-000-8	SF 40'	0096	136.70	3331-801-0261-000-2	SF 50'	0096	157.21
3331-801-0129-000-5	SF 40'	0096	136.70	3331-801-0262-000-9	SF 50'	0096	157.21
3331-801-0130-000-5	SF 40'	0096	136.70	3331-801-0263-000-6	SF 50'	0096	157.21
3331-801-0131-000-2	SF 40'	0096	136.70	3331-801-0264-000-3	SF 50'	0096	157.21
3331-801-0132-000-9	SF 40'	0096	136.70	3331-801-0265-000-0	SF 40'	0096	136.70
3331-801-0133-000-6	SF 40'	0096	136.70	3331-801-0266-000-7	SF 40'	0096	136.70
3331-801-0134-000-3	SF 40'	0096	136.70	3331-801-0267-000-4	SF 40'	0096	136.70
3331-801-0135-000-0	SF 60'	0096	181.81	3331-801-0268-000-1	SF 40'	0096	136.70
3331-801-0136-000-7	SF 60'	0096	181.81	3331-801-0269-000-8	SF 50'	0096	157.21
3331-801-0137-000-4	SF 60'	0096	181.81	3331-801-0270-000-8	SF 40'	0096	136.70
3331-801-0138-000-1	SF 60'	0096	181.81	3331-801-0271-000-5	SF 40'	0096	136.70
3331-801-0139-000-8	SF 60'	0096	181.81	3331-801-0272-000-2	SF 40'	0096	136.70
3331-801-0140-000-8	SF 60'	0096	181.81	3331-801-0273-000-9	SF 50'	0096	157.21
3331-801-0141-000-5	SF 60'	0096	181.81	3331-801-0274-000-6	SF 50'	0096	157.21
3331-801-0142-000-2	SF 60'	0096	181.81	3331-801-0275-000-3	SF 50'	0096	157.21
3331-801-0143-000-9	SF 70'	0096	196.17	3331-801-0276-000-0	SF 50'	0096	157.21
3331-801-0144-000-6	SF 50'	0096	157.21	3331-801-0277-000-7	SF 50'	0096	157.21
3331-801-0145-000-3	SF 60'	0096	181.81	3331-801-0278-000-4	SF 50'	0096	157.21
3331-801-0146-000-0	SF 60'	0096	181.81	3331-801-0279-000-1	SF 50'	0096	157.21
3331-801-0147-000-7	SF 60'	0096	181.81	3331-801-0280-000-1	SF 50'	0096	157.21
3331-801-0148-000-4	SF 50'	0096	157.21	3331-801-0281-000-8	SF 50'	0096	157.21
3331-801-0149-000-1	SF 50'	0096	157.21	3331-801-0282-000-5	SF 50'	0096	157.21
3331-801-0150-000-1	SF 50'	0096	157.21	3331-801-0283-000-2	SF 50'	0096	157.21
3331-801-0151-000-8	SF 50'	0096	157.21	3331-801-0284-000-9	SF 50'	0096	157.21
3331-801-0152-000-5	SF 50'	0096	157.21	3331-801-0285-000-6	SF 40'	0096	136.70
3331-801-0153-000-2	SF 60'	0096	181.81	3331-801-0286-000-3	SF 50'	0096	157.21
3331-801-0154-000-9	SF 60'	0096	181.81	3331-801-0287-000-0	SF 50'	0096	157.21
3331-801-0155-000-6	SF 60'	0096	181.81	3331-801-0288-000-7	SF 60'	0096	181.81
3331-801-0156-000-3	SF 50'	0096	157.21	3331-801-0289-000-4	SF 60'	0096	181.81
3331-801-0157-000-0	SF 50'	0096	157.21	3331-801-0290-000-4	SF 60'	0096	181.81
3331-801-0158-000-7	SF 50'	0096	157.21	3331-801-0291-000-1	SF 60'	0096	181.81
3331-801-0159-000-4	SF 50'	0096	157.21	3331-801-0292-000-8	SF 60'	0096	181.81
3331-801-0160-000-4	SF 50'	0096	157.21	3331-801-0293-000-5	SF 50'	0096	157.21
3331-801-0161-000-1	SF 40'	0096	136.70	3331-801-0294-000-2	SF 50'	0096	157.21
3331-801-0162-000-8	SF 40'	0096	136.70	3331-801-0295-000-9	SF 50'	0096	157.21
3331-801-0163-000-5	SF 70'	0096	196.17	3331-801-0296-000-6	SF 50'	0096	157.21
3331-801-0164-000-2	SF 60'	0096	181.81	3331-801-0297-000-3	SF 50'	0096	157.21
3331-801-0165-000-9	SF 60'	0096	181.81	3331-801-0298-000-0	SF 50'	0096	157.21
3331-801-0166-000-6	SF 60'	0096	181.81	3331-801-0299-000-7	SF 40'	0096	136.70
3331-801-0167-000-3	SF 60'	0096	181.81	3331-801-0300-000-8	SF 40'	0096	136.70
3331-801-0168-000-0	SF 60'	0096	181.81	3331-801-0301-000-5	SF 40'	0096	136.70
3331-801-0169-000-7	SF 60'	0096	181.81	3331-801-0302-000-2	SF 50'	0096	157.21
3331-801-0170-000-7	SF 60'	0096	181.81	3331-801-0303-000-9	SF 50'	0096	157.21
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3331-801-0173-000-8	SF 40'	0096	136.70	3331-801-0306-000-0	SF 50'	0096	157.21
3331-801-0174-000-5	SF 40'	0096	136.70	3331-801-0307-000-7	SF 40'	0096	136.70
3331-801-0175-000-2	SF 60'	0096	181.81	3331-801-0308-000-4	SF 40'	0096	136.70
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3331-801-0178-000-3	SF 60'	0096	181.81	3331-801-0311-000-8	SF 50'	0096	157.21
3331-801-0179-000-0	SF 60'	0096	181.81	3331-801-0312-000-5	SF 50'	0096	157.21
3331-801-0180-000-0	SF 60'	0096	157.21	3331-801-0313-000-2	SF 50'	0096	157.21
3331-801-0181-000-7	SF 50'	0096	157.21	3331-801-0314-000-9	SF 50'	0096	157.21
3331-801-0182-000-4	SF 50'	0096	157.21	3331-801-0315-000-6	SF 50'	0096	157.21
3331-801-0183-000-1	SF 50'	0096	157.21				

41,873.30

FISCAL YEAR 2027 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2027 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this ____ day of _____, 2026, by and between:

Verano 5 Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (hereinafter "**District**"), located in St. Lucie County, Florida ("**County**"), and whose mailing address is c/o Governmental Management Services – South Florida, 5385 N. Nob Hill Road Sunrise, FL 33351; and

PSL Land Investments LLC, a Florida limited liability company, and **KH CW Treasure Coast LLC**, a Florida limited liability company, together the owners of certain property located within the boundaries of the District (hereinafter "**Developers**"), and each having mailing address of 4807 PGA Boulevard, Palm Beach Gardens, FL 33418.

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2027 ("**FY 2027 Budget**"), which begins on October 1, 2026 and ends on September 30, 2027, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2026 Budget; and

WHEREAS, the Developers have agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2027 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

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

1. **FUNDING.** The Developers agree to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request as part of the Budget Deficit that the Developer fund the actual expenses of the District, and the Developers are not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contributions provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**VERANO 5 COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Its: _____

PSL Land Investments LLC

By: _____
Its: _____

KH CW TREASURE COAST LLC

By: _____
Its: _____

EXHIBIT A: FY 2027 Budget

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VERANO #5 COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Verano #5 Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VERANO #5 COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Rules of Procedure attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall supersede and replace all previously adopted Rules of Procedure. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of July, 2026.

ATTEST:

VERANO COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

Exhibit A
Rules of Procedure
RULES OF PROCEDURE
VERANO #5
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-09
EFFECTIVE AS OF JULY 16, 2026

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Exhibit A
Rules of Procedure

Rule 1.0 General. These Rules of Procedure supersede and replace all previously adopted Rules of Procedure.

- (1) The Verano #5 Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Exhibit A
Rules of Procedure

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and

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contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document

Exhibit A
Rules of Procedure

previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
 - (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
 - (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
 - (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
 - (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or

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the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to

Exhibit A
Rules of Procedure

file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Exhibit A
Rules of Procedure

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the

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District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person

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making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

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Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 954-721-8681. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager

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1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving

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the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

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- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

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Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

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Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

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- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (**"Notice of Rule Development"**) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
 - (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.
- (5) Notice of Rulemaking.
- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the **"Notice of Rulemaking"**) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (iv) The full text of the proposed rule or amendment and a summary thereof, unless not required pursuant to 120.81(2)(b) of the Florida Statutes or other Florida law;
 - (v) The grant of rulemaking authority for the proposed rule;

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- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
- (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
- (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
- (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

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- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
 - (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
 - (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of

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Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District may publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change shall address a summary of the change and may be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action or as otherwise permissible. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
 2. In response to written materials submitted to the District;
- or
3. In response to an objection with the proposed rule by the District Board.

- (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180)

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day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District’s proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager’s contact information.

(9) Petitions to Initiate Rulemaking.

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- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
 - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the "**Notice of Denial of Rulemaking Petition**"). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general

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circulation within the county or counties in which the District is located.

- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing ("**Notice of Public Hearing**") in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
 - (i) The date, time, and location of the public hearing; and
 - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule

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(the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

- (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

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- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice ("**Notice of Repeal of Emergency Rule**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
 - (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;

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- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the

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requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal.

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In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule

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of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.56, 120.81(2)(b), 190.011(5), 190.035(2), Fla. Stat.

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Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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- (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

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- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

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- (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;

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- (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

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Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "**Project**" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices

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to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

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- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory

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agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

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Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in

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the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

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- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be eight (8) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall

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include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

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Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their

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dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

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Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses

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in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best

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interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

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- (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

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(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term “**contract crime**” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;

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- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

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Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice

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shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative

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is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

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Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
 - (l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
 - (6) Exceptions. This Rule is inapplicable when:

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- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

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Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

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competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding

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subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

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7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

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9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

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Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

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Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of **“goods, supplies, and materials”** do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;

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- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder

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whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods,

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supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

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Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is

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determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

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- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

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Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

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Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

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- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
 - (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

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- (a) Administer oaths and affirmations;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

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- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

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Rule 4.0 Effective Date.

These Rules shall be effective July 16, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

RESOLUTION 2026-10

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANO #4 COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Verano #4 Community Development District (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan ("**CIP**"); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, community declarations, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, "**CIP Documents**"); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE VERANO #4 COMMUNITY DEVELOPMENT DISTRICT:**

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this _____ day of _____, 2026.

ATTEST:

**VERANO #4 COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

COST SHARE AGREEMENT
(Commercial Parcel)

THIS COST SHARE AGREEMENT (“Agreement”) is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

Verano 5 Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o GMS-SF, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (“**District**”); and

PSL Land Investments LLC, a Florida limited liability company, and with an address of 105 NE 1st Street, Delray Beach, Florida 33444-3807 (“**PSL**”, and together with its successors in interest, “**Landowner**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, PSL presently owns certain lands described in **Exhibit A** (together, “**Property**”), which Property is intended to be developed into commercial or other property; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

WHEREAS, the District’s capital improvement plan includes stormwater improvements (together, “**Improvements**”) that benefit lands within the District as well as the Property;¹ and

WHEREAS, the Improvements are required to be developed in order for the lands within the District to be developed; and

WHEREAS, for efficiency, the District and the Landowner desire for the District to undertake the operation and maintenance of the Improvements, and the Landowner has agreed to pay for its share of the maintenance costs, as set forth herein;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties,

¹ As a point of clarification, the District shall NOT be responsible for any stormwater or other improvements located on the Property – the Improvements include only those stormwater system components located within the boundaries of the Verano CDDs 1 through 5 (and Verano Center CDD) and NOT within the Property.

the receipt of which and sufficiency of which are hereby acknowledged, the District and the Landowner agree as follows:

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

2. OPERATION AND MAINTENANCE OF IMPROVEMENTS. The District and the Landowner acknowledge and agree that:

A. The District shall be responsible for the operation, maintenance, repair and replacement of the Improvements upon transfer to, and acceptance by, the District.

B. The parties agree that the Landowner shall be responsible for a portion of the costs ("**Shared Expenses**") of the District's annual budget(s), as reasonably determined by the District's Manager in accordance with Chapter 190, Florida Statutes, based on legal principles governing non ad valorem special assessments in Florida (i.e., as though special assessments were being levied on the Property), and based on the District's applicable assessment methodologies, as may be amended from time to time in the District's reasonable discretion. As set forth in more detail in the District's annual budget(s), the District Manager shall assign a certain number of "Equivalent Assessment Units" or "**EAUs**" to the Property based on the actual development of the lands within the Property. It is anticipated that PSL shall transfer the Property, or portions thereof (each, a "**Parcel**"), to one or more successors and assigns. For each given Parcel of the Property, Landowner's funding obligation with respect to such Parcel hereunder shall commence in the District fiscal year in which the initial sale or transfer of the Parcel by PSL to a subsequent Landowner occurs, and shall thereafter be binding upon Landowner and all successors or assigns with respect to the applicable Parcel. To the extent that the Property is further subdivided following any initial sale or transfer of a given Parcel by PSL, the owner of each subdivided Parcel shall be jointly and severally liable with all other owners of subdivided Parcels for the full amount of Shared Expenses allocated to the entire original Property, or Parcel thereof, with each Landowner being responsible for funding its proportionate share of the Shared Expenses based on the actual development of the lands within the subdivided Parcel. Each subdivided Parcel Landowner's joint and several liability shall survive any subsequent transfers of their respective Parcels. The Landowner shall provide written notice to the District of any subdivision or transfer of any portion of the Property within ten (10) days of such subdivision or transfer. For the avoidance of doubt, the funding obligations contemplated herein shall not be triggered with respect to any portion of the Property until the sale of such Property by PSL, and the joint and several liability referenced herein shall only apply with respect to subdivisions of the Property, or applicable portion thereof, occurring after the initial sale by PSL.

For example, and without intending to limit any of the foregoing language, if commercial buildings with 45,000 SF of commercial space are constructed on the Property within Fiscal Year 2027, and the District's Assessment Consultant determines that 1,000 SF of commercial space equates to 0.78 EAUs, and the District's Fiscal Year 2027 budget allocates \$136 per 1 EAU, then the Landowner of the Property would owe $45,000 / 1,000 * 0.78$, or 35.1 EAUs x \$136/EAU, resulting in Shared Expenses of \$4,773.60 for Fiscal Year 2027.

C. In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post

its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs of the Shared Expenses for the upcoming District fiscal year, which begins October 1.

- D. Following the commencement of Landowner's funding obligation, as set forth in Section 2.B hereof, each Landowner shall pay its share of the Shared Expenses to the District each District fiscal year, and within ten (10) days of written notice from the District. In the event that a payment is not timely made, the entire amount due – including any remaining partial, deferred payments for the District's Fiscal Year – shall immediately become due and payable, together with interest (1.5% or greater) and penalties in the maximum amounts permitted by law, and all costs of collection and enforcement, including reasonable attorney's fees and costs.
- E. This Agreement is intended to create a contractual lien in favor of the District, and the Property shall serve as security for the payment of Shared Expenses. The Landowner agrees to execute and record, within thirty (30) days of the District's written request, such additional documents as may be necessary to perfect such lien, including but not limited to a memorandum of this Agreement in recordable form. The lien created hereby shall have priority over all liens and encumbrances except for (i) liens for taxes and assessments, (ii) utility easements of record, and (iii) mortgages recorded prior to the date of this Agreement.
- F. All the rights and privileges granted hereby shall be and remain in effect in perpetuity and may not be subject to a termination or forfeiture except as may be terminated by written instrument executed by the parties, and recorded in the Public Records of St. Lucie County, Florida.
- G. **THIS AGREEMENT IS INTENDED TO BE PERPETUAL. TO THE EXTENT THAT FLORIDA'S MARKETABLE RECORD TITLE ACT, SECTIONS 712.001, *FLORIDA STATUTES*, ET SEQ. ("MRTA"), IS APPLICABLE TO THIS AGREEMENT, THE PARTIES AGREE THAT EITHER PARTY MAY (IF NECESSARY TO ADDRESS MRTA) RENEW THIS AGREEMENT UNILATERALLY BY FILING NOTICE(S) PURSUANT TO SECTION 712.05, *FLORIDA STATUTES*.**

3. DEFAULT. A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to thirty (30) days to cure any monetary default and ten (10) days to cure any non-monetary default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

6. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above, or, with respect to any successor or assign of

PSL or any Landowner, at the address set forth on the deed conveying the applicable portion of the Property. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party represented. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

9. ASSIGNMENT. This Agreement shall constitute a covenant running with the land and title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof. No assignment or transfer of the Property or any portion thereof shall release the transferor from liability for Shared Expenses that accrued prior to the date of transfer. Any transferee shall assume all obligations under this Agreement as a condition of transfer.

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

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – VERANO 5 CDD]

Executed as of the ____ day of _____, 2026.

WITNESS

VERANO 5 COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, **Chairperson**, of **VERANO 5 COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – VERANO 5 CDD]

Executed as of the ____ day of _____, 2026.

WITNESS

PSL LAND INVESTMENTS LLC

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of **PSL LAND INVESTMENTS LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION

Lots 4 and 5, VERANO – COMMERCIAL PARCEL PLAT NO. 1, a subdivision according to the plat thereof as recorded in Plat Book 138, Page 38, of the Public Records of St. Lucie County, Florida

LANDSCAPE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into effective as of the date signed by the last party below (the **“Effective Date”**), by and between:

VERANO 5 COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Port St. Lucie, Florida, whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the **“District”**), and

NORMAN LANDSCAPE, LLC, a Florida limited liability company, whose mailing address is 2207 SW 37th Avenue, Okeechobee, FL 34974 (**“Contractor”**).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the installation services of the materials described in the Proposals attached hereto as **Exhibit A (“Scope of Services”)**, which is incorporated herein by this reference, for the Landscape Areas identified therein. Contractor acknowledges and agrees that the Landscape Areas may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary incorporated into its Proposal attached hereto as **Exhibit A** and incorporated herein by this reference.

B. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

C. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

D. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

E. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

F. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions

at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

G. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

H. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

I. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

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

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the completion of the work, unless terminated earlier in accordance with the terms of this Agreement. Any extension or amendment must be agreed to by the parties, in writing.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed **One Hundred Sixty-Three Thousand One Hundred Five and 00/100 Dollars (\$ 163,105.00)** in accordance with the Proposals attached hereto as **Exhibit A**.

C. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

D. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including

but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. Insurance Required. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. Types of Insurance Coverage Required. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. Additional Insured. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, Florida Statutes, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

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

B. Custom and Usage. IT IS hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. Headings for Convenience Only. The Descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. Attorneys' Fees. In the Event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This Instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

J. Notices. All Notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District:	Verano 5 Community Development District 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
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With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
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ii. **If to Contractor:** Norman Landscape, LLC
2207 SW 37th Avenue,
Okeechobee, FL 34974

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

L. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

M. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Andressa Hinz Philippi** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure

requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT AHPHILIPPI@GMSSF.COM, :(954) 721-8681 EXT. 217, AND 5385 N NOB HILL ROAD SUNRISE, FL 33351.

N. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

P. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

- i. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- ii. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- iii. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;

- iv. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- v. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

R. E-Verify. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year last written below.

ATTEST:

VERANO 5 COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Andressa Hinz Philippi
87D36659F55A4C5...
By: Andressa Hinz Philippi
☐ Secretary
☒ Assistant Secretary

Signed by:
Josh Hoot
433A361F0A19438...
By: Josh Hoot
☒ Chairperson
☐ Vice Chairperson
Date: 2026-06-30

WITNESS:

NORMAN LANDSCAPE, LLC

By: _____
Its: _____

Signed by:
Tad Norman
FF3695627DD84C5...
By: Tad Norman
Its: Owner / MGR
Date: 2026-06-30

- Exhibit A:** Scope of Services
- Exhibit B:** Certificate of Insurance

Exhibit A
Scope of Services



2207 SW 37th Avenue
Okeechobee, FL 34974
863-484-0534

Proposal
Submitted 4/15/2026

Verano CDD 5
Verano at PGA Village
Port St. Lucie, FL

Verano Pkwy Freeze Damage

Description	Qty	Unit price	Total price
Firebush	1,825	\$12.50	\$22,812.50
Cocoplum	4,542	\$12.50	\$56,775.00
Clusia	338	\$12.50	\$4,225.00
Viburnum	380	\$12.50	\$4,750.00
Podocarpus	120	\$12.50	\$1,500.00
Trinette	504	\$12.50	\$6,300.00
Panama Rose	1,530	\$12.50	\$19,125.00
Croton	200	\$12.50	\$2,500.00
Japanese Blueberry	8	\$625.00	\$5,000.00
Ligustrum	2	\$425.00	\$850.00
Fakahatchee Grass	96	\$12.50	\$1,200.00
Dwarf Podocarpus	70	\$12.50	\$875.00
Saw Palmetto	30	\$75.00	\$2,250.00
Sandcord Grass	70	\$12.50	\$875.00
Carissa	161	\$12.50	\$2,012.50
Silver Buttonwood	120	\$12.50	\$1,500.00
Royal Palm	1	\$7,875.00	\$7,875.00
Mulch	1	\$22,680.00	\$22,680.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Notes:			Subtotal \$163,105.00

\$163,105.00

Exhibit B
Certificate of Insurance

Certificate Of Completion

Envelope Id: 4D69A3F2-FD89-8331-8143-7886D878327F

Status: Completed

Subject: Verano #5: Complete with Docusign: Norman Groundcover Freeze Agreement - Verano 5 4901-4844-5865 v.8

Source Envelope:

Document Pages: 28

Signatures: 6

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ellen Acosta

AutoNav: Enabled

1001 Bradford Way

Envelopeld Stamping: Enabled

Kingston, TN 37763

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

eacosta@gmssf.com

IP Address: 162.199.192.217

Record Tracking

Status: Original

Holder: Ellen Acosta

Location: DocuSign

6/30/2026 11:41:17 AM

eacosta@gmssf.com

Signer Events

Andressa Hinz Philippi

AHPPhilippi@gmssf.com

Assistant Secretary

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

87D36659F55A4C5...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:58b:c84:ed60:a19b:a93a:1f2b:61c8

Timestamp

Sent: 6/30/2026 12:01:38 PM

Viewed: 6/30/2026 12:30:54 PM

Signed: 6/30/2026 12:31:07 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Josh Hoot

jhoot@kolter.com

Chair

Security Level: Email, Account Authentication (None)

Signed by:

433A361F0A19438...

Signature Adoption: Pre-selected Style

Using IP Address: 104.203.37.244

Sent: 6/30/2026 12:01:38 PM

Viewed: 6/30/2026 12:33:04 PM

Signed: 6/30/2026 12:33:21 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Tad Norman

tad@normanlandscape.com

Owner / MGR

Security Level: Email, Account Authentication (None)

Signed by:

FF3695627DD84C5...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:58b:4b00:1ee0:4dc8:5c1a:5f0:3205

Sent: 6/30/2026 12:01:39 PM

Viewed: 6/30/2026 12:02:42 PM

Signed: 6/30/2026 12:03:08 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2026 12:01:40 PM
Certified Delivered	Security Checked	6/30/2026 12:02:42 PM
Signing Complete	Security Checked	6/30/2026 12:03:08 PM
Completed	Security Checked	6/30/2026 12:33:21 PM
Payment Events	Status	Timestamps

LANDSCAPE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into effective as of the date signed by the last party below (the **“Effective Date”**), by and between:

VERANO 5 COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Port St. Lucie, Florida, whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the **“District”**), and

NORMAN LANDSCAPE, LLC, a Florida limited liability company, whose mailing address is 2207 SW 37th Avenue, Okeechobee, FL 34974 (**“Contractor”**).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the installation services of the materials described in the Proposals attached hereto as **Exhibit A (“Scope of Services”)**, which is incorporated herein by this reference, for the Landscape Areas identified therein. Contractor acknowledges and agrees that the Landscape Areas may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary incorporated into its Proposal attached hereto as **Exhibit A** and incorporated herein by this reference.

B. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

C. Discipline, Employment, Uniforms. Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

D. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

E. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

F. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions

at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

G. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

H. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

I. Subcontractors. Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

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

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the completion of the work, unless terminated earlier in accordance with the terms of this Agreement. Any extension or amendment must be agreed to by the parties, in writing.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed **Ninety Six Thousand Nine Hundred Sixty-Two and 50/100 Dollars (\$ 96,962.50)** in accordance with the Proposal attached hereto as **Exhibit A**.

C. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

D. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including

but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. Insurance Required. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. Types of Insurance Coverage Required. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. Additional Insured. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, Florida Statutes, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

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

B. Custom and Usage. IT IS hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. Headings for Convenience Only. The Descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. Attorneys' Fees. In the Event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This Instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

J. Notices. All Notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District:	Verano 5 Community Development District 5385 N. Nob Hill Road Sunrise, Florida 33351 Attn: District Manager
-------------------------------	---

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

ii. **If to Contractor:** Norman Landscape, LLC
2207 SW 37th Avenue,
Okeechobee, FL 34974

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

L. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

M. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Andressa Hinz Philippi** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure

requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT AHPHILIPPI@GMSSF.COM, :(954) 721-8681 EXT. 217, AND 5385 N NOB HILL ROAD SUNRISE, FL 33351.

N. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

P. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

- i. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- ii. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- iii. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;

- iv. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- v. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

R. E-Verify. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year last written below.

ATTEST:

VERANO 5 COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Andressa Hinz Philippi
87D36659F55A4C5...
By: Andressa Hinz Philippi
☐ Secretary
☒ Assistant Secretary

Signed by:
Josh Hoot
433A361F0A19438...
By: Josh Hoot
☒ Chairperson
☐ Vice Chairperson
Date: 2026-06-30

WITNESS:

NORMAN LANDSCAPE, LLC

By: _____
Its: _____

Signed by:
Tad Norman
FF3695627DD84C5...
By: Tad Norman
Its: Owner / MGR
Date: 2026-06-30

- Exhibit A: Scope of Services
- Exhibit B: Certificate of Insurance

Exhibit A
Scope of Services



2207 SW 37th Avenue
Okeechobee, FL 34974
863-484-0534

Proposal
Submitted 4/15/2026

Verano CDD 5
Verano at PGA Village
Port St. Lucie, FL

Verano Pkwy Freeze Damage - Groundcovers

Description	Qty	Unit price	Total price
Green Island (swap for Ilex)	3,872	\$12.50	\$48,400.00
Clusia Nana	3,885	\$12.50	\$48,562.50
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Notes:

Subtotal \$96,962.50

\$96,962.50

Exhibit B
Certificate of Insurance

Certificate Of Completion

Envelope Id: 4D69A3F2-FD89-8331-8143-7886D878327F

Status: Completed

Subject: Verano #5: Complete with Docusign: Norman Groundcover Freeze Agreement - Verano 5 4901-4844-5865 v.8

Source Envelope:

Document Pages: 28

Signatures: 6

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ellen Acosta

AutoNav: Enabled

1001 Bradford Way

Envelopeld Stamping: Enabled

Kingston, TN 37763

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

eacosta@gmssf.com

IP Address: 162.199.192.217

Record Tracking

Status: Original

Holder: Ellen Acosta

Location: DocuSign

6/30/2026 11:41:17 AM

eacosta@gmssf.com

Signer Events

Andressa Hinz Philippi

AHPPhilippi@gmssf.com

Assistant Secretary

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

87D36659F55A4C5...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:58b:c84:ed60:a19b:a93a:1f2b:61c8

Timestamp

Sent: 6/30/2026 12:01:38 PM

Viewed: 6/30/2026 12:30:54 PM

Signed: 6/30/2026 12:31:07 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Josh Hoot

jhoot@kolter.com

Chair

Security Level: Email, Account Authentication (None)

Signed by:

433A361F0A19438...

Signature Adoption: Pre-selected Style

Using IP Address: 104.203.37.244

Sent: 6/30/2026 12:01:38 PM

Viewed: 6/30/2026 12:33:04 PM

Signed: 6/30/2026 12:33:21 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Tad Norman

tad@normanlandscape.com

Owner / MGR

Security Level: Email, Account Authentication (None)

Signed by:

FF3695627DD84C5...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:58b:4b00:1ee0:4dc8:5c1a:5f0:3205

Sent: 6/30/2026 12:01:39 PM

Viewed: 6/30/2026 12:02:42 PM

Signed: 6/30/2026 12:03:08 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2026 12:01:40 PM
Certified Delivered	Security Checked	6/30/2026 12:02:42 PM
Signing Complete	Security Checked	6/30/2026 12:03:08 PM
Completed	Security Checked	6/30/2026 12:33:21 PM
Payment Events	Status	Timestamps



2207 SW 37th Avenue
Okeechobee, FL 34974
863-484-0534

Invoice 1378

Submitted 6/4/2026

Verano CDD 5

Verano at PGA Village
Port St. Lucie, FL

Verano Pkwy Freeze Damage

Description	Qty	Unit price	Total price
Firebush	1,825	\$12.50	\$22,812.50
Cocoplum	4,542	\$12.50	\$56,775.00
Clusia	338	\$12.50	\$4,225.00
Viburnum	380	\$12.50	\$4,750.00
Podocarpus	120	\$12.50	\$1,500.00
Trinette	504	\$12.50	\$6,300.00
Panama Rose	1,530	\$12.50	\$19,125.00
Croton	200	\$12.50	\$2,500.00
Japanese Blueberry	8	\$625.00	\$5,000.00
Ligustrum	2	\$425.00	\$850.00
Fakahatchee Grass	96	\$12.50	\$1,200.00
Dwarf Podocarpus	70	\$12.50	\$875.00
Saw Palmetto	30	\$75.00	\$2,250.00
Sandcord Grass	70	\$12.50	\$875.00
Carissa	161	\$12.50	\$2,012.50
Silver Buttonwood	120	\$12.50	\$1,500.00
Royal Palm	1	\$7,875.00	\$7,875.00
Mulch	1	\$22,680.00	\$22,680.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Notes:

Subtotal **\$163,105.00**

\$163,105.00



2207 SW 37th Avenue
Okeechobee, FL 34974
863-484-0534

Invoice 1379

Submitted 6/4/2026

Verano CDD 5

Verano at PGA Village
Port St. Lucie, FL

Verano Pkwy Freeze Damage - Groundcovers

Description	Qty	Unit price	Total price
Green Island (swap for Ilex)	3,872	\$12.50	\$48,400.00
Clusia Nana	3,885	\$12.50	\$48,562.50
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
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			\$0.00
			\$0.00
			\$0.00

Notes:

Subtotal **\$96,962.50**

\$96,962.50

BOARD OF SUPERVISORS MEETING DATES
VERANO #5 COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027

The Board of Supervisors of the Verano #5 Community Development District will hold their regular meetings for the Fiscal Year 2026/2027 at ____AM at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie FL, on the third Thursday of each month as follows:

October 15, 2026
November 19, 2026 Landowners & Regular Meeting
December 17, 2026
January 21, 2027
February 18, 2027
March 18, 2027
April 15, 2027
May 20, 2027
June 17, 2027
July 15, 2027
August 19, 2027
September 16, 2027

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 5385 North Nob Hill Road, Sunrise, Florida 33351, (954) 721-8681, or on the District's website at <http://www.verano5cdd.com> There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Andressa Hinz Philippi, Manager

Public Search Results

In the search results grid, organization names are linked to coordinator contact information. The ⓘ links display the relevant contact information. The coordinator is the person who is responsible for adding/removing individuals from the filer list.

When a form is logged, the status will contain the date received and the message "Form Available Soon". When the Form becomes available online, the Filing Requirement Fulfilled status will have a link to "View Form" for electronic forms and (not available online) for any paper forms.

Section 112.31445, Florida Statutes, requires that all forms filed in the Electronic Financial Disclosure Management System (EFDMS) be posted online. Before being posted online, any information required by law to be maintained as confidential must be redacted. This process is not automated and may take up to five business days.

Export to Excel

SuborganizationBoard of Supervisors

Sort by:PIDForm YearFiler NameFiling Requirement

PID	FORM YEAR	NAME	ORGANIZATION(S)	FILING REQUIREMENT	FILING REQUIREMENT FULFILLED	FILINGS
319075	2025	Shane Dinatali	- Verano #4 Community Development District - Board of Supervisors ⓘ - Verano #5 Community Development District - Board of Supervisors ⓘ - Verano Center Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✔ Form 1 - 6/8/2026	View Filings
307680	2025	Josh Hoot	- Verano #4 Community Development District - Board of Supervisors ⓘ - Verano #5 Community Development District - Board of Supervisors ⓘ - Verano Center Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✔ Form 1 - 6/15/2026	View Filings
314002	2025	Marshall Kutz	- Verano #4 Community Development District - Board of Supervisors ⓘ - Verano #5 Community Development District - Board of Supervisors ⓘ - Verano Center Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✔ Form 1 - 6/1/2026	View Filings
261364	2025	Darren Weimer	- Verano #2 Community Development District - Board of Supervisors ⓘ - Verano #3 Community Development District - Board of Supervisors ⓘ - Verano Center Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✖ Form 1 Not Filed	View Filings
319076	2025	Joshua Wortman	- Verano #4 Community Development District - Board of Supervisors ⓘ - Verano #5 Community Development District - Board of Supervisors ⓘ - Verano Center Community Development District - Board of Supervisors ⓘ	Form 1 with COE ⓘ	✖ Form 1 Not Filed	View Filings

1-5 of 5Rows per page: 25<><<1>>>>

Back

Verano #5
COMMUNITY DEVELOPMENT DISTRICT

Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
4/1 - 4/30/26	1160-1182	\$243,446.43
5/1 - 5/31/26	1183-1208	\$124,493.43
6/1 - 6/30/26	1209-1236	\$161,473.68
TOTAL CHECKS		\$529,413.54
<i>Date</i>	<i>ACH</i>	<i>Amount</i>
4/1 - 4/30/26	80013	\$3,422.20
5/1 - 5/31/26	80014	\$3,422.20
6/1 - 6/30/26	80015	\$3,401.80
TOTAL ACH		\$10,246.20
TOTAL		\$539,659.74

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
4/02/26	00001	4/01/26 249	202604 310-51300-34000		*	12,500.00	
		APR 26 -	MANAGEMENT FEES				
		4/01/26 249	202604 310-51300-31400		*	416.67	
		APR 26 -	DISSEMINATION				
		4/01/26 249	202604 310-51300-35100		*	68.92	
		APR 26 -	WEBSITE ADMIN				
		4/01/26 249	202604 310-51300-42000		*	34.12	
		APR 26 -	POSTAGE				
		4/01/26 249	202604 310-51300-42500		*	10.50	
		APR 26 -	COPIES				
			GMS - SO FLORIDA, LLC				13,030.21 001160
4/02/26	00053	3/26/26 3718027	202602 310-51300-31500		*	50.00	
			VCENTER LEGAL THRU 2/23				
		3/26/26 3718029	202602 310-51300-31500		*	285.00	
			V#1 LEGAL THRU 2/28/26				
		3/26/26 3718030	202602 310-51300-31500		*	1,422.00	
			V#2 LEGAL THRU 2/28/26				
		3/26/26 3718032	202602 310-51300-31500		*	2,962.50	
			V#3 LEGAL THRU 2/28/26				
		3/26/26 3718060	202602 310-51300-31500		*	222.50	
			V#4 LEGAL THRU 2/28/26				
		3/26/26 3718062	202602 310-51300-31500		*	7,452.30	
			V#5 LEGAL THRU 2/28/26				
			KUTAK ROCK LLP				12,394.30 001161
4/02/26	00025	4/01/26 5CDD0401	202604 320-53800-34000		*	2,000.00	
		APR 26 -	MGMT FEE				
			LANG MANAGEMENT COMPANY, INC				2,000.00 001162
4/02/26	00042	7/24/25 108034	202510 320-53800-49000		*	454.00	
			EPD BREAKER FOR FOUNTAIN				
		4/04/26 105121	202604 320-53800-49000		*	136.74	
			EPD BREAKER FOR LIGHTS				
			SUPERIOR WATERWAY SERVICES. INC				590.74 001163
4/02/26	00054	3/24/26 2146	202603 320-53800-46201		*	1,250.00	
		MAR 26 -	CANAL C-24 NORTH				
		3/24/26 2147	202603 320-53800-46202		*	1,250.00	
		MAR 26 -	CANAL C-24 SOUTH				
			TOLER ENTERPRISES, INC				2,500.00 001164
4/08/26	00043	3/30/26 2026-MAR	202603 320-53800-46204		*	3,281.88	
		MAR 26 -	LAKE BANK				
			ASTOR CREEK GOLF & COUNTRY CLUB				3,281.88 001165
			MR5 --VERANO #5-- NMARINO				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
4/13/26	00004	4/13/26 04132026	202604 300-20700-10200		TRANSFER TAX RECEIPTS	*	21,603.02	
				VERANO # 1 SERIES 2015				21,603.02 001166
4/13/26	00005	4/13/26 04132026	202604 300-20700-10300		TRANSFER TAX RECEIPTS	*	47,475.47	
				VERANO # 1 SERIES 2017				47,475.47 001167
4/13/26	00008	4/13/26 04132026	202604 300-20700-10400		TRANSFER TAX RECEIPTS	*	5,510.84	
				VERANO # 2 SER 17 POD C				5,510.84 001168
4/13/26	00009	4/13/26 04132026	202604 300-20700-10700		TRANSFER TAX RECEIPTS	*	8,904.96	
				VERANO # 2 SER 20 POD E				8,904.96 001169
4/13/26	00021	4/13/26 04132026	202604 300-20700-10400		TRANSFER TAX RECEIPTS	*	9,427.18	
				VERANO # 2 SER 17 POD A				9,427.18 001170
4/13/26	00022	4/13/26 04132026	202604 300-20700-10400		TRANSFER TAX RECEIPTS	*	7,035.76	
				VERANO # 2 SER 17 POD B				7,035.76 001171
4/13/26	00023	4/13/26 04132026	202604 300-20700-10700		TRANSFER TAX RECEIPTS	*	7,995.72	
				VERANO # 2 SER 20 POD C				7,995.72 001172
4/13/26	00029	4/13/26 04132026	202604 300-20700-10700		TRANSFER TAX RECEIPTS	*	11,302.59	
				VERANO # 2 SER 20 POD D				11,302.59 001173
4/13/26	00034	4/13/26 04132026	202604 300-20700-10500		TRANSFER TAX RECEIPTS	*	2,372.75	
				VERANO # 3 SER 21 POD G				2,372.75 001174
4/13/26	00037	4/13/26 04132026	202604 300-20700-10900		TRANSFER TAX RECEIPTS	*	6,043.18	
				VERANO # 3 SER 22 POD G				6,043.18 001175
4/13/26	00046	4/13/26 04132026	202604 300-20700-10600		TRANSFER TAX RECEIPTS	*	15,867.78	
				VERANO # 4 SERIES 2023				15,867.78 001176
4/13/26	00051	4/13/26 04132026	202604 300-20700-10800		TRANSFER TAX RECEIPTS	*	16,425.89	
				VERANO # 2 SERIES 2024				16,425.89 001177

MR5 --VERANO #5-- NMARINO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/22/26	00007	4/01/26	12078	202604 320-53800-46203		*	2,880.00		
			APR 26-	LAKE BANKS					
		4/01/26	12109	202604 320-53800-46200		*	1,250.00		
			APR 26-	CPG2/V3 LAWN MAINT					
		4/01/26	12110	202604 320-53800-46200		*	1,800.00		
			APR 26-	CPG2/V5 LAWN MAIN					
FLORIDA EXOTIC LANDSCAPING								5,930.00	001178
4/22/26	00055	3/31/26	15873	202604 320-53800-46201		*	5,131.00		
			APR 26-	V#1 N LAKE MAINT					
		3/31/26	15874	202604 320-53800-46202		*	6,097.00		
			APR 26-	V2 S.LAKE BNK MOW					
		3/31/26	15875	202604 320-53800-46200		*	10,740.00		
			APR 26-	V.PKWAY MOWING SVC					
PHL LAND CARE INC								21,968.00	001179
4/22/26	00033	4/02/26	PSI25462	202604 320-53800-46303		*	3,385.00		
			APR 26-	LAKE MAINT					
		4/02/26	PSI25665	202604 320-53800-46301		*	3,696.16		
			APR 26-	LAKE MAINT					
		4/02/26	PSI25688	202604 320-53800-46302		*	5,527.00		
			APR 26-	LAKE MAINT					
		4/02/26	PSI25688	202604 320-53800-46302		*	1,473.00		
			APR 26-	CRSSTWN LAKE MAINT					
SOLITUDE LAKE MANAGEMENT, LLC								14,081.16	001180
4/22/26	00052	4/01/26	1381	202603 320-53800-46204		*	4,535.00		
			MAR 26-	LAKE BANK MAINT					
SOUTH FLORIDA LANDWORKS LLC								4,535.00	001181
4/22/26	00042	4/01/26	1011308	202604 320-53800-46304		*	3,170.00		
			APR 26-	LAKE MAINTENANCE					
SUPERIOR WATERWAY SERVICES. INC								3,170.00	001182
TOTAL FOR BANK A							243,446.43		

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
4/22/26	00045	3/31/26 01212-42	202603 320-53800-43000	VERANO PKWY 2/28-3/31/26	*	2,810.24	
		4/09/26 60220-00	202603 320-53800-43000	SL LED 3/11-4/09/26	*	611.96	
FPL AUTO PAY							3,422.20 080013

TOTAL FOR BANK Z						3,422.20	
TOTAL FOR REGISTER						246,868.63	

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
5/06/26	00001	5/01/26 250	202605 310-51300-34000		*	12,500.00	
		MAY 26 -	MANAGEMENT FEES				
		5/01/26 250	202605 310-51300-31400		*	416.67	
		MAY 26 -	DISSEMINATION				
		5/01/26 250	202605 310-51300-35100		*	68.92	
		MAY 26 -	WEBSITE ADMIN				
		5/01/26 250	202605 310-51300-42000		*	103.66	
		MAY 26 -	POSTAGE				
			GMS - SO FLORIDA, LLC				13,089.25 001183
5/06/26	00053	4/30/26 3733728	202603 310-51300-31500		*	1,567.00	
		V#5 LEGAL THRU	3/31/26				
		4/30/26 3733731	202603 310-51300-31500		*	789.50	
		V#1 LEGAL THRU	3/31/26				
		4/30/26 3733761	202603 310-51300-31500		*	3,392.00	
		V#2 LEGAL THRU	3/31/26				
		4/30/26 3733787	202603 310-51300-31500		*	6,043.00	
		V#3 LEGAL THRU	3/31/26				
		4/30/26 3733797	202603 310-51300-31500		*	692.00	
		V#4 LEGAL THRU	3/31/26				
			KUTAK ROCK LLP				12,483.50 001184
5/06/26	00025	5/01/26 5CDD0501	202605 320-53800-34000		*	2,000.00	
		MAY 26 -	MGMT FEE				
			LANG MANAGEMENT COMPANY, INC				2,000.00 001185
5/13/26	00053	4/30/26 3733726	202603 310-51300-31500		*	711.50	
		VCENTER LEGAL THRU	3/17				
			KUTAK ROCK LLP				711.50 001186
5/13/26	00015	5/05/26 26357259	202605 320-53800-46801		*	1,357.50	
		QRT WATER ANALYSIS					
			PACE ANALYTICAL SERVICES, LLC				1,357.50 001187
5/13/26	00055	5/01/26 16024	202605 320-53800-46201		*	5,131.00	
		MAY 26 -	V#1 N LAKE MAINT				
		5/01/26 16025	202605 320-53800-46202		*	6,097.00	
		MAY 26 -	V2 S.LAKE BNK MOW				
		5/01/26 16026	202605 320-53800-46200		*	10,740.00	
		MAY 26 -	V.PKWY MOWING SVC				
			PHL LAND CARE INC				21,968.00 001188
5/13/26	00052	5/06/26 1395	202604 320-53800-46204		*	4,535.00	
		APR 26 -	LAKE BANK MAINT				
			SOUTH FLORIDA LANDWORKS LLC				4,535.00 001189

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
5/13/26	00054	4/21/26 2150 MAY 26-	202604 320-53800-46201 CANAL C-24 NORTH		*	1,250.00	
		4/21/26 2151 MAY 26-	202604 320-53800-46202 CANAL C-24 SOUTH		*	1,250.00	
				TOLER ENTERPRISES, INC			2,500.00 001190
5/13/26	00057	4/30/26 7689473	202604 310-51300-48000 NOTICE OF SPECIAL MEETING		*	184.24	
				USA TODAY MEDIA CORP.			184.24 001191
5/22/26	00004	5/22/26 05222026	202605 300-20700-10200 TXFER TAX COLLECTION		*	2,246.91	
				VERANO # 1 SERIES 2015			2,246.91 001192
5/22/26	00005	5/22/26 05222026	202605 300-20700-10300 TXFER TAX COLLECTION		*	3,573.13	
				VERANO # 1 SERIES 2017			3,573.13 001193
5/22/26	00008	5/22/26 05222026	202605 300-20700-10400 TXFER TAX COLLECTION		*	1,690.96	
				VERANO # 2 SER 17 POD C			1,690.96 001194
5/22/26	00009	5/22/26 05222026	202605 300-20700-10700 TXFER TAX COLLECTION		*	2,847.11	
				VERANO # 2 SER 20 POD E			2,847.11 001195
5/22/26	00021	5/22/26 05222026	202605 300-20700-10400 TXFER TAX COLLECTION		*	2,892.64	
				VERANO # 2 SER 17 POD A			2,892.64 001196
5/22/26	00022	5/22/26 05222026	202605 300-20700-10400 TXFER TAX COLLECTION		*	2,158.86	
				VERANO # 2 SER 17 POD B			2,158.86 001197
5/22/26	00023	5/22/26 05222026	202605 300-20700-10700 TXFER TAX COLLECTION		*	2,556.41	
				VERANO # 2 SER 20 POD C			2,556.41 001198
5/22/26	00029	5/22/26 05222026	202605 300-20700-10700 TXFER TAX COLLECTION		*	3,613.68	
				VERANO # 2 SER 20 POD D			3,613.68 001199
5/22/26	00037	5/22/26 05222026	202605 300-20700-10900 TXFER TAX COLLECTION		*	1,180.42	
				VERANO # 3 SER 22 POD G			1,180.42 001200

MR5 --VERANO #5-- NMARINO

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
5/22/26	00046	5/22/26	05222026 TXFER TAX COLLECTION	202605	300	20700	-10600			*	7,354.52		
VERANO # 4 SERIES 2023											7,354.52	001201	
5/22/26	00051	5/22/26	05222026 TXFER TAX COLLECTION	202605	300	20700	-10800			*	3,199.38		
VERANO # 2 SERIES 2024											3,199.38	001202	
5/27/26	00043	4/30/26	2026-APR APR 26- LAKE BANK	202604	320	53800	-46204			*	3,281.88		
		5/31/26	2026-MAY MAY 26- LAKE BANK	202605	320	53800	-46204			*	3,281.88		
ASTOR CREEK GOLF & COUNTRY CLUB											6,563.76	001203	
5/27/26	00007	5/01/26	12213 MAY 26- LAKE BANKS	202605	320	53800	-46203			*	2,880.00		
		5/15/26	12258 MAY 26- LAKE BANK	202605	320	53800	-46202			*	2,782.50		
FLORIDA EXOTIC LANDSCAPING											5,662.50	001204	
5/27/26	00055	4/12/26	16087 V.PKWY IRRIGATION REPAIRS	202604	320	53800	-46250			*	373.00		
PHL LAND CARE INC											373.00	001205	
5/27/26	00033	5/02/26	PSI26691 MAY 26- LAKE MAINT	202605	320	53800	-46302			*	5,527.00		
		5/02/26	PSI26691 MAY 26- CRSTWN LAKE MAINT	202605	320	53800	-46302			*	1,473.00		
		5/02/26	PSI26691 MAY 26- LAKE MAINT	202605	320	53800	-46303			*	3,385.00		
		5/02/26	PSI26691 MAY 26- LAKE MAINT	202605	320	53800	-46301			*	3,696.16		
SOLITUDE LAKE MANAGEMENT, LLC											14,081.16	001206	
5/27/26	00042	5/01/26	1012130 MAY 26 - LAKE MAINTENANCE	202605	320	53800	-46304			*	3,170.00		
SUPERIOR WATERWAY SERVICES. INC											3,170.00	001207	
5/27/26	00054	5/22/26	2157 MAY 26- CANAL C-24 NORTH	202605	320	53800	-46201			*	1,250.00		
		5/22/26	2158 MAY 26- CANAL C-24 SOUTH	202605	320	53800	-46202			*	1,250.00		
TOLER ENTERPRISES, INC											2,500.00	001208	
TOTAL FOR BANK A											124,493.43		
MR5 --VERANO #5-- NMARINO													

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	6/02/26	PAGE	4
***	CHECK DATES	05/01/2026	-	05/31/2026	***	VERANO #5 CDD								
						BANK A VERANO #5 CDD								

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

MR5 --VERANO #5-- NMARINO

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
5/27/26	00045	4/29/26 01212-42	202604 320-53800-43000	VERANO PKWY 3/31-4/29/26	*	2,810.24	
		5/11/26 60220-00	202604 320-53800-43000	SL LED 4/09-5/11/26	*	611.96	
FPL AUTO PAY							3,422.20 080014
TOTAL FOR BANK Z						3,422.20	
TOTAL FOR REGISTER						127,915.63	

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
6/03/26	00007	5/01/26 12327 MAY 26-	202605 320-53800-46203 CPG2/V5 LAWN MAIN	FLORIDA EXOTIC LANDSCAPING	*	1,800.00	1,800.00 001209
6/03/26	00001	6/01/26 251 JUN 26	202606 310-51300-34000 MANAGEMENT FEES		*	12,500.00	
		6/01/26 251 JUN 26	202606 310-51300-31400 DISSEMINATION		*	416.67	
		6/01/26 251 JUN 26	202606 310-51300-35100 WEBSITE ADMIN		*	68.92	
		6/01/26 251 JUN 26	202606 310-51300-51000 OFFICE SUPPLIES		*	.30	
		6/01/26 251 JUN 26	202606 310-51300-42000 POSTAGE		*	170.75	
			GMS - SO FLORIDA, LLC				13,156.64 001210
6/03/26	00025	6/01/26 5CDD0601 JUN 26 -	202606 320-53800-34000 MGMT FEE	LANG MANAGEMENT COMPANY, INC	*	2,000.00	2,000.00 001211
6/03/26	00057	5/31/26 7735657 QUALIFYING PER CANDIDATES	202605 310-51300-48000		*	150.96	
		5/31/26 7735658 GE 2026	202605 310-51300-48000		*	166.64	
		5/31/26 7735659 GE 2026	202605 310-51300-48000		*	150.96	
		5/31/26 7737204 BALANCE SPECIAL MEETING	202605 310-51300-48000		*	.04	
			USA TODAY MEDIA CORP.				468.60 001212
6/17/26	99999	6/17/26 VOID VOID CHECK	202606 000-00000-00000		C	.00	
			*****INVALID VENDOR NUMBER*****				.00 001213
6/17/26	00053	1/27/26 3689273 V#5 BOUNDARY THRU 10/25	202510 310-51300-31500		*	836.00	
		1/27/26 3689286 V#3 BOUNDARY THRU 10/25	202510 310-51300-31500		*	1,260.00	
		2/23/26 3702274 V#3 BOUNDARY THRU 1/26	202601 310-51300-31500		*	150.00	
		3/26/26 3718033 V#3 BOUNDARY THRU 2/26	202602 310-51300-31500		*	495.00	
		3/26/26 3718064 V#5 BOUNDARY THRU 2/26	202602 310-51300-31500		*	420.00	
		4/30/26 3733790 V#3 BOUNDARY THRU 3/26	202603 310-51300-31500		*	195.00	

MR5 --VERANO #5-- TCESSNA

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
		4/30/26	3733798 202603 310-51300-31500 V#5 BOUNDARY THRU 3/26		*	45.00	
		6/08/26	3759867 202604 310-51300-31500 V CENTER GEN THRU 4/26		*	2,231.18	
		6/08/26	3759870 202604 310-51300-31500 V#1 GEN COUNSEL THRU 4/26		*	2,905.17	
		6/08/26	3759888 202604 310-51300-31500 V#2 GEN COUSEL THRU 4/26		*	4,378.17	
		6/08/26	3759893 202604 310-51300-31500 V#3 GEN COUNSEL THRU 4/26		*	7,810.18	
		6/08/26	3759895 202604 310-51300-31500 V#3 BOUNDARY THRU 4/26		*	1,267.40	
		6/08/26	3759896 202604 310-51300-31500 V#4 GEN COUNSEL THRU 4/26		*	2,312.67	
		6/08/26	3759897 202604 310-51300-31500 V#5 STORMWATER THRU 4/26		*	760.40	
		6/08/26	3759898 202604 310-51300-31500 V#5 BOUNDARY THRU 4/26		*	862.50	
				KUTAK ROCK LLP			25,928.67 001214
6/17/26	00055	6/02/26	16238 202606 320-53800-46201 JUN 26- V#1 N LAKE BANKS		*	5,131.00	
		6/02/26	16239 202606 320-53800-46200 JUN 26- VERANO PRKWAY		*	10,740.00	
		6/02/26	16240 202606 320-53800-46202 JUN 26-V#2 S LAKE BANKS		*	6,097.00	
				PHL LAND CARE INC			21,968.00 001215
6/17/26	00019	6/01/26	POSTAGE 202606 310-51300-49000 POSTAGE		*	677.20	
				ST LUCIE COUNTY TAX COLLECTOR			677.20 001216
6/23/26	00004	6/23/26	06232026 202606 300-20700-10200 TXFER TAX COLLECTION		*	9,379.96	
				VERANO # 1 SERIES 2015			9,379.96 001217
6/23/26	00005	6/23/26	06232026 202606 300-20700-10300 TXFER TAX COLLECTION		*	4,316.83	
				VERANO # 1 SERIES 2017			4,316.83 001218
6/23/26	00008	6/23/26	06232026 202606 300-20700-10400 TXFER TAX COLLECTION		*	1,014.83	
				VERANO # 2 SER 17 POD C			1,014.83 001219
6/23/26	00009	6/23/26	06232026 202606 300-20700-10700 TXFER TAX COLLECTION		*	2,616.33	
				VERANO # 2 SER 20 POD E			2,616.33 001220
				MR5 --VERANO #5-- TCESSNA			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
6/23/26	00021	6/23/26 06232026	202606 300-20700-10400 TXFER TAX COLLECTION	VERANO # 2 SER 17 POD A	*	1,736.03	1,736.03 001221
6/23/26	00022	6/23/26 06232026	202606 300-20700-10400 TXFER TAX COLLECTION	VERANO # 2 SER 17 POD B	*	1,295.64	1,295.64 001222
6/23/26	00023	6/23/26 06232026	202606 300-20700-10700 TXFER TAX COLLECTION	VERANO # 2 SER 20 POD C	*	2,349.19	2,349.19 001223
6/23/26	00029	6/23/26 06232026	202606 300-20700-10700 TXFER TAX COLLECTION	VERANO # 2 SER 20 POD D	*	3,320.76	3,320.76 001224
6/23/26	00034	6/23/26 06232026	202606 300-20700-10500 TXFER TAX COLLECTION	VERANO # 3 SER 21 POD G	*	6,661.70	6,661.70 001225
6/23/26	00037	6/23/26 06232026	202606 300-20700-10900 TXFER TAX COLLECTION	VERANO # 3 SER 22 POD G	*	5,853.94	5,853.94 001226
6/23/26	00046	6/23/26 06232026	202606 300-20700-10600 TXFER TAX COLELCTION	VERANO # 4 SERIES 2023	*	3,403.34	3,403.34 001227
6/23/26	00050	6/23/26 06232026	202606 300-20700-11000 TXFER TAX COLLECTION	VERANO # 4 SERIES 2025	*	15,914.95	15,914.95 001228
6/23/26	00051	6/23/26 06232026	202606 300-20700-10800 TXFER TAX COLLECTION	VERANO # 2 SERIES 2024	*	2,580.53	2,580.53 001229
6/24/26	00043	6/30/26 2026-JUN JUN 26-	202606 320-53800-46204 LAKE BANK	ASTOR CREEK GOLF & COUNTRY CLUB	*	3,281.88	3,281.88 001230
6/24/26	00007	6/01/26 12314 JUN 26-	202606 320-53800-46203 LAKE BANKS		*	2,880.00	
		6/01/26 12328 JUN 26-	202606 320-53800-46203 CPG2/V5 LAWN MAIN	FLORIDA EXOTIC LANDSCAPING	*	1,800.00	4,680.00 001231

MR5 - -VERANO #5- - TCESSNA

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
6/24/26	00033	6/02/26 PSI27571	202606 320-53800-46303		*	3,385.00	
		JUN 26- LAKE MAINT					
		6/02/26 PSI27572	202606 320-53800-46302		*	5,527.00	
		JUN 26- LAKE MAINT					
		6/02/26 PSI27572	202606 320-53800-46302		*	1,473.00	
		JUN 26-CRSSTWN LAKE MAINT					
		6/02/26 PSI27572	202606 320-53800-46301		*	3,696.16	
		JUN 26- LAKE MAINT					
				SOLITUDE LAKE MANAGEMENT, LLC			14,081.16 001232
6/24/26	00054	6/23/26 2160	202606 320-53800-46201		*	1,250.00	
		JUN 26- CANAL C-24 NORTH					
		6/23/26 2161	202606 320-53800-46202		*	1,250.00	
		JUN 26- CANAL C-24 SOUTH					
				TOLER ENTERPRISES, INC			2,500.00 001233
6/24/26	00007	6/15/26 12363	202606 320-53800-46202		*	2,782.50	
		JUN 26- LAKE BANK					
				FLORIDA EXOTIC LANDSCAPING			2,782.50 001234
6/24/26	00052	5/29/26 1397	202605 320-53800-46204		*	4,535.00	
		MAY 26- LAKE BANK MAINT					
				SOUTH FLORIDA LANDWORKS LLC			4,535.00 001235
6/24/26	00042	6/01/26 1013124	202606 320-53800-46304		*	3,170.00	
		JUN 26 - LAKE MAINTENANCE					
				SUPERIOR WATERWAY SERVICES. INC			3,170.00 001236
TOTAL FOR BANK A						161,473.68	

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
6/17/26	00045	5/30/26 01212-42	202605 320-53800-43000	VERANO PKWY 4/29-5/30/26	*	2,810.24	
		6/10/26 60220-00	202605 320-53800-43000	LED 5/11-6/10/26	*	591.56	
FPL AUTO PAY							3,401.80 080015
TOTAL FOR BANK Z						3,401.80	
TOTAL FOR REGISTER						164,875.48	

Verano #5
Community Development District

Unaudited Financial Reporting
June 30, 2026



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2-3	<u>General Fund</u>
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6	<u>Assessment Receipt Schedule</u>

Verano #5
Community Development District
Combined Balance Sheet
June 30, 2026

	<i>General Fund</i>
Assets:	
<u>Cash:</u>	
Operating Account	\$ 18,020
<u>Investments:</u>	
State Board of Administration (SBA)	1,527,895
Deposits	1,020
Total Assets	\$ 1,546,935
Liabilities:	
Accounts Payable	\$ 292,232
Due to -V#1 Series 2015	1,259
Total Liabilites	\$ 293,491
Fund Balance:	
Nonspendable:	
Deposits	\$ 1,020
Unassigned	1,252,424
Total Fund Balances	\$ 1,253,444
Total Liabilities & Fund Balance	\$ 1,546,935

Verano #5
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted Budget	Prorated Budget Thru 06/30/26	Actual Thru 06/30/26	Variance
Revenues:				
Maintenance Assessments - V#1 S2015	\$ 62,122	\$ 62,122	\$ 62,869	\$ 746
Maintenance Assessments - V#1 S2017	86,910	86,910	87,927	1,017
Maintenance Assessments - V#2 S2017	308,523	308,523	310,160	1,637
Maintenance Assessments - V#2 S2020	301,753	301,753	304,050	2,297
Maintenance Assessments - V#2 S2024	110,041	110,041	110,769	728
Maintenance Assessments - V#3 S2021	649,498	649,498	654,514	5,015
Maintenance Assessments - V#3 S2022	753,580	753,580	759,598	6,018
Maintenance Assessments - V#4 S2023	41,525	41,525	42,198	673
Maintenance Assessments - V#4 S2025	44,085	44,085	44,514	429
Maintenance Assessments - V#5	38,523	38,523	38,523	(0)
Maintenance Assessments - V Center	13,377	13,377	14,227	850
Stormwater Rebate Fees	680,228	680,228	777,743	97,515
Interest Income	30,797	23,097	37,862	14,764
Total Revenues	\$ 3,120,962	\$ 3,113,263	\$ 3,244,952	\$ 131,690

Expenditures:

General & Administrative:

Engineering	\$ 20,000	\$ 15,000	\$ 2,750	\$ 12,250
Attorney	20,000	15,000	105,715	(90,715)
Annual Audit	5,000	5,000	4,600	400
Assessment Administration	15,000	15,000	15,000	-
Dissemination Agent	5,000	3,750	3,750	(0)
Dissemination Agent Software	-	-	5,000	(5,000)
Management Fees	150,000	112,500	112,500	-
Website Maintenance	827	621	620	0
Telephone	50	38	-	38
Postage & Delivery	900	675	731	(56)
Insurance General Liability	5,720	5,720	5,512	208
Printing & Binding	2,000	1,500	18	1,482
Legal Advertising	1,300	975	1,517	(542)
Other Current Charges	650	488	997	(509)
Office Supplies	300	225	1	224
Dues, Licenses & Subscriptions	175	175	175	-
Contingency	300	225	-	225
Total General & Administrative	\$ 227,222	\$ 176,891	\$ 258,886	\$ (81,995)

Verano #5
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted Budget	Prorated Budget Thru 06/30/26	Actual Thru 06/30/26	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management (Lang)	\$ 26,460	\$ 19,845	\$ 18,000	\$ 1,845
Electric (FPL)	40,200	30,150	30,451	(301)
Irrigation Repair	5,000	3,750	896	2,854
Lake Maintenance				
Verano#1	55,685	41,763	33,265	8,498
Verano#2	96,520	72,390	63,000	9,390
Verano#3	51,839	38,879	30,465	8,414
Verano#4	79,181	59,386	28,530	30,856
Lake Bank Mowing				
Verano#1	88,251	66,188	57,329	8,859
Verano#2	100,191	75,143	124,073	(48,930)
Verano#3	35,597	26,698	53,370	(26,672)
Verano#4	139,472	104,604	70,352	34,252
Landscape Maintenance				
Verano#5 (Verano Pakway)	163,242	122,432	96,134	26,298
Landscape - Freeze Project	-	-	260,068	(260,068)
Wetland and Mitigation	25,000	18,750	-	18,750
Water Sampling-BMAP	8,000	6,000	5,063	937
Contingency	302,489	226,867	591	226,276
Subtotal Field Expenditures	\$ 1,217,126	\$ 912,845	\$ 871,587	\$ 41,258
Total Operations & Maintenance	\$ 1,217,126	\$ 912,845	\$ 871,587	\$ 41,258
Total Expenditures	\$ 1,444,348	\$ 1,089,735	\$ 1,130,473	\$ (40,738)
Excess (Deficiency) of Revenues over Expenditures	\$ 1,676,613	\$ 2,023,528	\$ 2,114,480	\$ 90,952
<u>Other Financing Sources/(Uses):</u>				
Intergovernmental Transfer to all Veranos	\$ (1,676,613)	\$ (1,676,613)	(1,815,120)	\$ (138,507)
Total Other Financing Sources/(Uses)	\$ (1,676,613)	\$ (1,676,613)	\$ (1,815,120)	\$ (138,507)
Net Change in Fund Balance	\$ -	\$ 346,915	\$ 299,360	\$ (47,555)
Fund Balance - Beginning	\$ -		\$ 954,084	
Fund Balance - Ending	\$ -		\$ 1,253,444	

Verano #5
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments - V#1 S2015	\$ -	\$ 15,145	\$ 38,490	\$ 3,231	\$ 977	\$ 1,644	\$ 2,137	\$ -	\$ 1,244	\$ -	\$ -	\$ -	\$ 62,869
Maintenance Assessments - V#1 S2017	-	18,642	54,003	4,945	1,502	1,801	6,249	191	595	-	-	-	87,927
Maintenance Assessments - V#2 S2017	-	14,187	84,337	4,289	700	1,017	2,431	597	509	-	-	-	108,067
Maintenance Assessments - V#2 S2017 Pod C	-	26,761	159,084	6,654	1,320	1,918	4,528	1,126	703	-	-	-	202,094
Maintenance Assessments - V#2 S2020	-	11,284	74,058	4,723	2,011	1,140	3,991	246	1,058	-	-	-	98,511
Maintenance Assessments - V#2 S2020 Pod C	-	23,717	155,657	8,503	4,228	2,397	8,296	518	2,224	-	-	-	205,538
Maintenance Assessments - V#2 S2024	37,513	5,617	62,508	2,260	329	639	1,469	159	276	-	-	-	110,769
Maintenance Assessments - V#3 S2021	-	9,319	63,262	1,639	10,805	860	282	-	1,063	-	-	-	87,231
Maintenance Assessments - V#3 S2021 Pod G	-	61,128	414,952	6,150	70,875	5,644	1,301	-	7,233	-	-	-	567,283
Maintenance Assessments - V#3 S2022	-	4,789	64,595	1,597	19,481	315	954	-	766	-	-	-	92,497
Maintenance Assessments - V#3 S2022 Pod G	-	34,902	470,729	5,833	141,964	2,298	5,794	-	5,581	-	-	-	667,101
Maintenance Assessments - V#4 S2023	-	4,137	27,746	1,723	5,452	398	1,953	424	365	-	-	-	42,198
Maintenance Assessments - V#4 S2025	9,222	-	31,715	225	1,639	-	8	-	1,705	-	-	-	44,514
Maintenance Assessments - V#5	38,523	-	-	-	-	-	-	-	-	-	-	-	38,523
Maintenance Assessments - V Center Direct	14,227	-	-	-	-	-	-	-	-	-	-	-	14,227
Stormwater fees	-	-	-	-	-	753,257	7,022	16,140	1,324	-	-	-	777,743
Interest Income	3,061	2,771	3,657	4,352	3,806	4,303	5,464	5,447	5,000	-	-	-	37,862
Total Revenues	\$ 102,546	\$ 232,400	\$ 1,704,792	\$ 56,126	\$ 265,088	\$ 777,630	\$ 51,877	\$ 24,847	\$ 29,646	\$ -	\$ -	\$ -	\$ 3,244,952

Expenditures:

General & Administrative:

Engineering	\$ -	\$ -	\$ -	\$ 2,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,750
Attorney	9,121	6,527	4,973	14,093	13,309	13,435	22,528	21,729	-	-	-	-	105,715
Annual Audit	-	-	4,600	-	-	-	-	-	-	-	-	-	4,600
Assessment Administration	15,000	-	-	-	-	-	-	-	-	-	-	-	15,000
Dissemination Agent	417	417	417	417	417	417	417	417	417	-	-	-	3,750
Dissemination Agent Software	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Management Fees	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	-	-	-	112,500
Website Maintenance	69	69	69	69	69	69	69	69	69	-	-	-	620
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	26	45	150	93	83	24	34	104	171	-	-	-	731
Insurance General Liability	5,512	-	-	-	-	-	-	-	-	-	-	-	5,512
Printing & Binding	-	2	1	1	4	-	11	-	-	-	-	-	18
Legal Advertising	437	-	427	-	-	-	184	-	469	-	-	-	1,517
Other Current Charges	42	80	-	-	18	55	-	39	762	-	-	-	997
Office Supplies	-	-	-	0	-	-	-	-	0	-	-	-	1
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total General & Administrative	\$ 48,299	\$ 19,639	\$ 23,137	\$ 29,923	\$ 26,400	\$ 26,500	\$ 35,742	\$ 34,858	\$ 14,387	\$ -	\$ -	\$ -	\$ 258,886

Operations & Maintenance

Field Expenditures

Field Management (Lang)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ 18,000
Electric (FPL)	3,293	3,314	3,347	3,425	3,425	3,422	3,422	3,402	3,400	-	-	-	30,451
Irrigation repair	523	-	-	-	-	-	373	-	-	-	-	-	896

Verano #5
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Lake Maintenance													
Verano#1													
Lake Maintenance- 17 Lakes (Solitude) #49	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	-	-	-	33,265
Verano#2													
Lake Maintenance 26 Lakes (Solitude) #92/#102	5,527	5,527	5,527	5,527	5,527	5,527	5,527	5,527	5,527	-	-	-	49,743
Lake Maintenance CrossTown Commons 6 Lakes (Solitude) #93/#101	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	-	-	-	13,257
Verano#3													
Lake Maintenance Central Park- 12 Lakes (Solitude) #71	3,385	3,385	3,385	3,385	3,385	3,385	3,385	3,385	3,385	-	-	-	30,465
Verano #4													
Lake Maintenance - 22 Lakes (Superior Waterway) #32	3,170	3,170	3,170	3,170	3,170	3,170	3,170	3,170	3,170	-	-	-	28,530
Lake Bank Mowing													
Verano#1													
Lake Bank Washout	-	-	-	-	-	-	-	-	-	-	-	-	-
Canal 24 C mowing (United Land Service) terminated	1,200	1,200	-	-	-	-	-	-	-	-	-	-	2,400
Canal 24 C mowing (Toler Enterprise) #50	-	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	-	-	8,750
Lake Bank Mowing (United Land Service) terminated	5,131	5,131	5,131	-	-	-	-	-	-	-	-	-	15,393
Lake bank mowing (PHL Land Care) 17 Lakes #51	-	-	-	5,131	5,131	5,131	5,131	5,131	5,131	-	-	-	30,786
Verano#2													
Canal 24 C mowing (United Land Service) terminated	1,200	1,200	-	-	-	-	-	-	-	-	-	-	2,400
Canal 24 C mowing (Toler Enterprise) #105	-	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	-	-	8,750
Lake Bank Mowing (United Land Service) terminated	6,097	6,097	6,097	-	-	-	-	-	-	-	-	-	18,291
Lake Bank mowing (PHL Land Care) 26 lakes #104	-	-	-	6,097	6,097	6,097	6,097	6,097	6,097	-	-	-	36,582
Lake Bank mowing Crosstown Commons (6 lakes) (Florida Exotic)	35,775	2,385	2,385	2,385	2,385	2,385	2,385	2,783	2,783	-	-	-	55,650
Lank Bank Repair - Various Addresses	-	-	-	-	2,400	-	-	-	-	-	-	-	2,400
Mosquito Managment (Clarke Environmental Mosquito)	-	-	-	-	-	-	-	-	-	-	-	-	-
Verano#3													
Central Park G2 Purple Orange (Florida Exotic) #44 in v3	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	-	-	11,250
Central Park G2 Purple (Florida Exotic) #32 in v5	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	-	-	-	16,200
Lake bank mowing Central Park- 12 Lakes (Florida Exotic) #32	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	-	-	-	25,920
Mosquito Managment (Clarke Environmental Mosquito)	-	-	-	-	-	-	-	-	-	-	-	-	-
Verano #4													
Lake Bank Turf Maintenance- 22 Lakes (South Florida Landworks) #39	4,535	4,535	4,535	4,535	4,535	4,535	4,535	4,535	4,535	-	-	-	40,815
Mowing and trimming Lake Bank maintenance (Astor Creek) #40 and #34	3,282	3,282	3,282	3,282	3,282	3,282	3,282	3,282	3,282	-	-	-	29,537
Verano #5													
Verano Parkway (PHL Land Care)	10,462	10,462	10,740	10,740	10,740	10,740	10,740	10,740	10,740	-	-	-	96,104
Plant Replacement - 3 Gallon	-	-	-	-	30	-	-	-	-	-	-	-	30
Landscape - Freeze Project	-	-	-	-	-	-	-	-	260,068	-	-	-	260,068
Other Operations & Maintenance													
Wetland and Mitigation	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Sampling-BMAP	1,853	-	-	1,853	-	-	-	1,358	-	-	-	-	5,063
Contingency	454	-	-	-	-	-	137	-	-	-	-	-	591
Subtotal Field Expenditures	\$ 98,986	\$ 62,787	\$ 63,198	\$ 65,129	\$ 65,706	\$ 63,273	\$ 63,783	\$ 65,008	\$ 323,716	\$ -	\$ -	\$ -	\$ 871,587
Total Operations & Maintenance	\$ 98,986	\$ 62,787	\$ 63,198	\$ 65,129	\$ 65,706	\$ 63,273	\$ 63,783	\$ 65,008	\$ 323,716	\$ -	\$ -	\$ -	\$ 871,587
Total Expenditures	\$ 147,285	\$ 82,426	\$ 86,335	\$ 95,053	\$ 92,106	\$ 89,773	\$ 99,525	\$ 99,866	\$ 338,103	\$ -	\$ -	\$ -	\$ 1,130,473
Excess (Deficiency) of Revenues over Expenditures	\$ (44,739)	\$ 149,974	\$ 1,618,457	\$ (38,927)	\$ 172,982	\$ 687,857	\$ (47,648)	\$ (75,019)	\$ (308,457)	\$ -	\$ -	\$ -	\$ 2,114,480
Other Financing Sources/Uses:													
Intergovernmental Transfer to all Veranos	\$ (44,520)	\$ (275,092)	\$ (1,200,422)	\$ (27,141)	\$ (218,387)	\$ (12,256)	\$ (19,918)	\$ (1,643)	\$ (15,740)	\$ -	\$ -	\$ -	\$ (1,815,120)
Total Other Financing Sources/Uses	\$ (44,520)	\$ (275,092)	\$ (1,200,422)	\$ (27,141)	\$ (218,387)	\$ (12,256)	\$ (19,918)	\$ (1,643)	\$ (15,740)	\$ -	\$ -	\$ -	\$ (1,815,120)
Net Change in Fund Balance	\$ (89,259)	\$ (125,118)	\$ 418,035	\$ (66,067)	\$ (45,405)	\$ 675,601	\$ (67,566)	\$ (76,662)	\$ (324,197)	\$ -	\$ -	\$ -	\$ 299,360

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

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