

***Rancho Grande
Community Development District***

November 21, 2025

Rancho Grande

Community Development District

Agenda

Organizational Meeting

Friday
November 21, 2025
11:00 a.m.

Lennar Homes
5055 Waterford District Drive
Miami, Florida

[Join the meeting now](#)

Meeting ID: 255 267 174 072 and Passcode: 3ut97oi3
+1 872-240-4685 and Phone Conference ID: 321 189 93#

1. Introduction

- A. Roll Call
- B. Oath of Office for Newly Elected Officers – **Page 4**

2. Organizational Matters

- A. Ratification of the Actions of the District Manager and District Staff in Noticing the Landowners' Meeting
- B. Consideration of **Resolution #2026-01** Canvassing and Certifying the Results of the Landowners Election – **Page 5**
- C. Consideration of **Resolution #2026-02** Electing Officers – **Page 7**

3. Retention of District Staff

- A. Consideration of Contract for District Management Services – **Page 9**
- B. Consideration of Appointment of District Counsel – **Page 26**
- C. Selection of Registered Agent and Office – **Resolution #2026-03 – Page 28**
- D. Request Authorization to Issue RFP for Engineering Services – **Page 29**

4. Designation of Meeting and Hearing Dates

- A. Designation of Regular Monthly Meeting Date, Time and Location
- B. Designation of Date of Public Hearing to Adopt Rules of Procedure – **Page 33**
- C. Designation of Date of Public Hearing on Budget for **Fiscal Year 2026 Resolution #2026-04 – Page 79**
 - 1) Approval of the Funding Agreement – **Page 80**
 - 2) Consideration of Interim Budget – **Page 87**
 - 3) Approval of Funding Request No.1 – **Page 93**

- D. Designation of Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessments

5. Other Organizational Matters

- A. Selection of District Depository
- B. Consideration of **Resolution #2026-05** Relating to Defense of Board Members – **Page 94**
- C. Ratification of Recording Notice of Establishment – **Page 98**
- D. Consideration of **Resolution #2026-06** Adopting Investment Guidelines – **Page 101**
- E. **Resolution #2026-07** Authorizing Execution of Public Depositor Report – **Page 106**
- F. **Resolution #2026-08** Establishing an Electronic Signature Policy – **Page 107**
- G. **Resolution #2026-09** Adoption of Records Retention Policy – **Page 110**
- H. Consideration of **Resolution #2026-10** Approving the Interlocal Agreement for Local Government Publication of Legal Advertisements and Public Notices – **Page 114**
- I. Authorizing the District Manager to enroll the CDD in the E-Verify System – **Page 124**
- J. Consideration of 2025 Performance Measures and Standards as Required by Florida Statute 189.0694 – **Page 137**
- K. Appointment of Bond Team
 - 1) Bond Counsel – **Page 142**
 - 2) Underwriter – **Page 144**
 - 3) Assessment Methodology Consultant
 - 4) Trustee – **Page 150**
- L. Selection of District Records Office Within the **Miami-Dade County**

6. Other Business

- A. Staff Reports
 - 1) Attorney
 - 2) Manager
- B. Audience Comments
- C. Supervisors' Requests

7. Adjournment

Oath of Office

I, _____ a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the **Rancho Grande Community Development District** and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the **Rancho Grande Community Development District**, _____ County, Florida.

Signature _____

Home Address _____

County of Residence: _____

Telephone #: _____

E-mail: _____

Date: _____

Sworn to (or affirmed) before me this _____ day of _____, by _____ whose signature appears hereinabove.

Notary Public State of Florida

Print Name

My Commission expires

Personally known _____ or produced identification _____

Type of identification _____

RESOLUTION 2026-01

**A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS
OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD
PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES**

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of a Community Development District for the purpose of electing *five* Supervisors of the District; and

WHEREAS, following proper publication of notice thereof, such landowners meeting was held on *November 21, 2025*, at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE RANCHO GRANDE COMMUNITY
DEVELOPMENT DISTRICT;**

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes
_____	_____ Votes

2. In accordance with said statute, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

_____	<u>four (4) year term</u>
_____	<u>four (4) year term</u>
_____	<u>two (2) year term</u>
_____	<u>two (2) year term</u>
_____	<u>two (2) year term</u>

3. Said terms of office shall commence immediately upon the adoption of this Resolution.

PASSED AND ADOPTED THIS, 21ST DAY OF NOVEMBER 2025

Chairman / Vice Chairman

Secretary / Assistant Secretary

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE **RANCHO GRANDE** COMMUNITY DEVELOPMENT DISTRICT ELECTING OFFICERS OF THE **RANCHO GRANDE** COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.006(6), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the requirements of Section 190.006(6), Florida Statutes, the Board of Supervisors of the **Rancho Grande Community Development District** desires to elect the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE **RANCHO GRANDE** COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The following persons are elected to the Rancho Grande Community Development District offices below, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

Section 2. All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT, THIS 21st DAY OF November 2025

RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT

Chairman / Vice Chairman
Print name: _____

Secretary / Assistant Secretary
Print name: _____

DISTRICT MANAGEMENT AGREEMENT
BETWEEN
RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT
AND
GOVERNMENTAL MANAGEMENT SERVICES-SOUTH FLORIDA, LLC

THIS AGREEMENT, made and entered into on this 21st day of November, 2025 by and between the Rancho Grande Community Development District, a local unit of a special purpose government established and existing pursuant to Chapter 190, Florida Statutes, hereinafter referred to as “**DISTRICT**”, and Governmental Management Services-South Florida, LLC, a Florida limited liability company (hereinafter referred to as “**MANAGER**” or “**GMS-SF**”), collectively referred to as the (“**PARTIES**”) whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351.

WITNESSETH:

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing non-exclusive management, accounting, and administrative consulting services for the **DISTRICT**, as required to meet the needs of the **DISTRICT** during the contract period; and

WHEREAS, the **MANAGER** desires to assist the **DISTRICT** with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

COMPENSATION

1. The **DISTRICT** hereby engages the **MANAGER** for the services and fees described in Exhibit A and Exhibit B, attached hereto and incorporated by reference herein.
2. The **DISTRICT** agrees to compensate the **MANAGER** in equal monthly installments and may be amended annually as evidenced by the budget adopted by the **DISTRICT**. The total and cumulative amount of this contract shall not exceed the amount of funds annually approved by the **DISTRICT** for the services described herein. In addition, the **DISTRICT** agrees to compensate **MANAGER** monthly for reimbursable expenses incurred during the performance of this contract, including, but not limited to, postage for vendor payments and correspondence, overnight mailing of agenda packages and photocopying costs and other reasonable out-of-pocket expenses incurred by **MANAGER** on behalf of the District.

TERMINATION

3. Subject to the provisions for termination set forth below, the term of this Agreement shall begin on **November 21st, 2025**. The Agreement may be terminated as follows:
 - a. Upon notice by the **DISTRICT** for “good cause”, which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by **MANAGER**, unless Paragraph “c” of this section applies.
 - b. Upon the dissolution or court-declared invalidity of the **DISTRICT**; or
 - c. By either party, for any reason, upon 60 days written notice to the other party. Should this Agreement be terminated, **MANAGER** will take all reasonable and necessary actions to transfer all the books and records of the **DISTRICT** in its possession in an orderly fashion to the **DISTRICT** or its designee within 30 days.

SERVICES

4. The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
5. The signature on this Agreement by the **MANAGER** shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The **MANAGER** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The **MANAGER** further represents that no person having a conflict of interest shall be employed by **MANAGER** to perform any function under this Agreement.
7. The **MANAGER** shall promptly notify the **DISTRICT** in writing by certified mail of all such conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **MANAGER’S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **MANAGER** may undertake and request an opinion of the **DISTRICT** as to whether the association, interest or circumstance would, in the opinion of the **DISTRICT**, constitute a conflict of interest if entered into by the **MANAGER**. The **DISTRICT** agrees to notify the **MANAGER** of its opinion by certified mail within thirty (30) days of receipt of notification by the **MANAGER** if, in the opinion of the **DISTRICT**, the prospective business association, interest or circumstance shall be deemed

a conflict of interest with respect to services provided to the **DISTRICT** by the **MANAGER** under terms of this Agreement. This Agreement does not prohibit the **MANAGER** from performing services for any other special purpose taxing district, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The **MANAGER** warrants that it has not employed or retained any company or person, other than bona fide employee or independent contractors working solely for the **MANAGER** to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent contractor working solely for the **MANAGER** any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
9. The **MANAGER** warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
10. The **MANAGER** hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
11. The **DISTRICT** is not an attorney and may not render legal advice or opinions. Although the **MANAGER** may participate in the accumulation of information necessary for use in documents required by the **DISTRICT** in order to finalize any particular matters, such information shall be verified by the **DISTRICT** as to its correctness; provided however, that the **DISTRICT** shall not be required to verify the correctness of any information originated by the **MANAGER** or the correctness of any information originated by the **MANAGER** which the **MANAGER** has used to formulate its opinions and advice given to the **DISTRICT**.
12. The **DISTRICT** acknowledges that the **MANAGER** is not a Municipal Advisor or Securities Broker, nor is the **MANAGER** registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the **DISTRICT** acknowledges that the **MANAGER** does not provide the **DISTRICT** with financial advisory services or offer investment advice.
13. The **MANAGER** shall, at its own expense, maintain insurance during the performance of the Services under this **AGREEMENT**, with limits of liability not less than the following, the certificate of which is attached as **Exhibit B**:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable)*	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
<i>Covering owned, non-owned, and hired vehicles.</i>	

Automobile liability insurance is required if the **MANAGER will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

The **DISTRICT** and its agents, staff, consultants, and supervisors shall be named as additional insurers on the General Liability Insurance, Commercial Crime/Fidelity Insurance, and Automobile Liability Insurance. **MANAGER** shall furnish the **DISTRICT** with the Certificate of Insurance evidencing compliance with this requirement. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured. No certificate shall be acceptable to the **DISTRICT** unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the **DISTRICT**. 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 at least A-VII.

If **MANAGER** 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 **MANAGER** shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the **DISTRICT'S** obtaining the required insurance.

14. The **MANAGER** shall indemnify and hold the **DISTRICT**, its officers, directors, supervisors, employees, agents, successors, and assigns harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs and expenses, including without limitation, reasonable attorney's fees suffered, sustained, incurred or required to be paid by **DISTRICT** to the extent arising out of the **MANAGER's** (including its employees' and/or independent contractors') failure to perform under this Agreement or at law, or by the negligence, reckless, or willful misconduct of the **MANAGER** (including its employees' and/or independent contractors'). If the **MANAGER** receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or

investigation consistent with **MANAGER's** indemnity obligations hereunder, the **MANAGER** (including its employees' and/or independent contractors') shall give the **DISTRICT** prompt notice of such proceedings and shall inform the **DISTRICT** in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. **MANAGER** agrees that nothing in this Agreement shall serve or be construed as a waiver of the **DISTRICT's** limitations on liability contained in Section 768.28, Florida Statutes, or any other laws.

To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, or willful misconduct of the **MANAGER**, the **DISTRICT** agrees to indemnify and hold the **MANAGER** and its respective officers, directors, employees, agents, successors and assigns harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, reasonable attorney's fees, suffered, sustained, incurred or required to be paid by **MANAGER** to the extent arising out of the subject services and/or the engagement of **MANAGER** pursuant to this Agreement, the instruction or directions provided to the **MANAGER**, or the negligence or willful misconduct of the **DISTRICT** or any of its duly designated agents (other than **MANAGER**) or representatives. If the **DISTRICT** receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with **DISTRICT's** indemnity obligations hereunder, the **DISTRICT** shall give the **MANAGER** prompt notice of such proceedings and shall inform the **MANAGER** in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or as an indemnitor, to the other, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the other party has been advised of the possibility of such damages.

In the event that claim(s) raised against the **MANAGER** because of this Agreement, or because the Services performed hereunder, including claims for indemnification under this section of the Agreement is/are covered under **MANAGER's** insurance policies required hereunder, the **MANAGER** shall not be responsible for any loss, damages or liability beyond the policy limits contractually required hereunder and actually paid pursuant to the limits and conditions of such policies. With respect to any other cause of action and/or claim arising under this Agreement, or otherwise arising because of, or because, the services provided hereunder, **MANAGER's** liability shall not exceed an amount equal to twice the amount of the annual compensation for such services during the Agreement year in which such cause of action and/or claim against

the **MANAGER** arose.

15. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

16. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the **DISTRICT** shall be mailed to:

Rancho Grande Community Development District
Attn: Chairperson
5385 N. Nob Hill Road
Sunrise, Florida 33351

with copies to:

District Counsel
Attn: Michael Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301

Governmental Management Services-South Florida, LLC
Attn: Darrin Mossing, President
5385 N. Nob Hill Road
Sunrise, Florida 33351
DMossing@gmstnn.com

Governmental Management Services-South Florida, LLC
Attn: Keith Nelson, Chief Operating Officer
5385 N. Nob Hill Road
Sunrise, Florida 33351
KNelson@gmssf.com

Governmental Management Services-South Florida, LLC
Attn: Kurt Zimmerman, Esquire
Registered Agent
699 North Federal Highway, Suite 300
Fort Lauderdale, Florida 33304
Kurt@zimmermanlaw.com

17. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
18. No amendments and / or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This Agreement shall be automatically renewable each Fiscal Year of the **DISTRICT**, unless otherwise terminated by either party. The **DISTRICT** will consider manager fee adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed by the **MANAGER** during the next twelve (12) month period. Compensation to the **MANAGER** shall increase annually, at a minimum, at a rate equal to any percentage increase in the Consumer Price Index. Such evidence of price adjustments will be approved by the **DISTRICT** in its adopted Fiscal Year Budget.
19. The primary responsibility for the services to be performed for the **DISTRICT** under this Agreement shall be provided by the **MANAGER** (Governmental Management Services-South Florida, LLC), with offices located at 5385 N. Nob Hill Road, Sunrise, FL 33351. Any changes to the position of primary **MANAGER** shall be affected only on the approval of the **DISTRICT**.
20. The Agreement starts on November 21st, 2025, and the First Year will extend until September 30, 2026; after that, a year will be defined as the period from October 1 until September 30 of the following calendar year. Thereafter, the Agreement shall automatically renew on an annual basis, unless otherwise terminated as provided in Section 3.c. of this Agreement.
21. The **MANAGER**, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The **MANAGER** further agrees that the **DISTRICT** is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The **MANAGER** agrees to utilize the E-Verify system to verify the work authorization status of all newly hired employees. The **MANAGER** shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the

DISTRICT has a good faith belief that the **MANAGER** is in violation of Section 448.095, Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the **DISTRICT** shall terminate this Agreement. The **MANAGER** shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The **MANAGER** shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the **DISTRICT** has a good faith belief that a subcontractor of the **MANAGER** performing work under this Agreement is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the **MANAGER** and order the **MANAGER** to immediately terminate its subcontract with the subcontractor. The **MANAGER** shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on **MANAGER's** failure to comply with the E-Verify requirements referenced in this subsection.

22. **MANAGER** shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida. Failure of the **MANAGER** to comply with Section 119.0701, Florida Statutes, may subject the **MANAGER** to penalties pursuant to Section 119.10, Florida Statutes. In the event **MANAGER** fails to comply with this section or Section 119.0701, Florida Statutes, the **DISTRICT** shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE MANAGER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-
SOUTH FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: INFO@GMSSF.COM**

23. **COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** If applicable, the **MANAGER** 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*.
24. **STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. MANAGER** acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“**Public Integrity Laws**”) apply to this Agreement:
- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

MANAGER 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**”).

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

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

25. **ANTI-HUMAN TRAFFICKING REQUIREMENTS.** **MANAGER** certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. **MANAGER** shall execute an affidavit, attached hereto as **Exhibit C** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.
26. **RESPONSIBLE VENDOR DETERMINATION.** **MANAGER** is hereby notified that Section 287.05701, Florida Statutes, requires that the **DISTRICT** may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.
27. **CONVICTED VENDOR LIST.** **MANAGER** hereby certifies that neither **MANAGER** nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Board of Supervisors of the RANCHO GRANDE Community Development District has made and executed this Contract on behalf of the **DISTRICT** and the **MANAGER** have each, respectively, by an authorized person or agent, hereunder set their hand and seal on the date and year first above.

**RANCHO GRANDE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
Chairperson, Board of Supervisors

Date: November 21st, 2025

**GOVERNMENTAL MANAGEMENT
SERVICES-SOUTH FLORIDA, LLC**

By: _____
Darrin Mossing, President

Date: November 21st, 2025

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

EXHIBIT “B”
SCHEDULE OF FEES

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

1. DISTRICT MANAGEMENT SERVICES:

Services Description	Fiscal Year 2026 GMS Fees **
Management, Administrative, and Accounting Services <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments (plus reimbursables) • Our Agreement contemplates up to 12 meetings and 1 workshop annually 	\$30,000
Annual Assessment Administration <ul style="list-style-type: none"> • (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) 	\$2,000
Information Technology Fees & Annual Website Maintenance <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments • (Does not include cost of creation of ADA compliant website, if applicable) 	\$1,000
Dissemination Agent Services <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments • \$1,200 Annually (for the first Bond) • \$1,200 Annually (per additional Series, only upon issuance of Bonds by the District) 	\$1,200
Field Operations Management <ul style="list-style-type: none"> • The Field Operations Manager is an onsite part-time position. • Monthly On-Site Inspections and Vendor Coordination. • Annual Fee paid in equal monthly payments. 	Available Services To Be Negotiated
Fiscal Year 2026 GMS Fees	\$34,200

DISTRICT _____ GMS-SF _____

2. **OTHER FEES SCHEDULE:**

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS	Actual Cost
Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	Cost
Other Services ** <ul style="list-style-type: none"> • New Bond Issuance Cost (per bond issue) \$15,000 • Refinance Bond Issuance Cost (per bond issue) \$15,000 • Debt Service Assessment Methodology Preparation \$15,000 • Prepaid Estoppel Letter – One Lot \$100 • Prepaid Estoppel Letter – Multiple Lots \$250 • Prepaid Estoppel Letter – Partial Payoffs \$500 • Annual Construction Accounting Fee (while active) \$2,500 • Request For Proposal Scope Preparation Documents (per RFP request - Landscaping, Irrigation, Aquatic, etc.) \$3,500 	
Extended or Extra Board Meetings: <ul style="list-style-type: none"> • Any meeting duration exceeding a 3-hour duration may be charged a meeting overage fee. \$250/hr. • Any Extra meeting will be charged as described \$2,000 Per Mtg. 	
Additional Services: <ul style="list-style-type: none"> • All other requested items not specifically denoted in Exhibit "A" or Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District. 	To Be Negotiated

DISTRICT _____ GMS-SF _____

Item	Cost
<p>Standard Hourly Rates:</p> <ul style="list-style-type: none"> The Hourly rate for the District Manager is \$175/Hour. The Hourly rate for the District Accountant is \$125/Hour. The Hourly rate for the Field Supervisor is \$100/Hour. The Hourly rate for the District Administrative Assistant is \$80/Hour. 	<p>As Defined</p>
<p>Out-of-Pocket Reimbursable Expenses</p> <ul style="list-style-type: none"> Reimbursable expenses to be itemized on invoicing each month. Written pre-approval from the District Manager or District must be included for any recruiting or other reimbursable expenses over \$2,000.00 a month. 	<p>At GMS Standard Rate or Costs</p>
<p>Public Records Requests:</p> <ul style="list-style-type: none"> Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-SF by the District at the same rate. 	<p>As Defined</p>
<p>** For Fiscal Year 2026, with dates effective October 1st, 2025, through September 30th, 2026, the GMS fees are reflected in the Adopted 2026 Budget.</p> <p>Prepaid Assessments and/or Estoppel collected on closing statement. Collection and distribution of prepaid assessments, prepare release of liens, maintenance of assessment lien book and customer service.</p> <p>In the event of an assessment default, foreclosure, event of default under the Trust Indenture, bankruptcy, additional services, etc., Manager will bill at an hourly rate for services per the fee schedule below. Services included, but are not limited to collection of delinquent assessment, modification to the county assessment roll, meetings and conference calls with Bondholders and their representatives, preparations of reports and analysis requested by Bondholders, Dissemination Agent, Board of Supervisors, etc., and other services not part of services provided in scope of services in the District's Management Agreement.</p>	

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DISTRICT _____

GMS-SF _____

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2025

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

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

PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	CONTACT NAME: PHONE (A/C, No, Ext): (904) 262-8080 FAX (A/C, No): E-MAIL ADDRESS: vicky@zelenrisk.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Northfield Insurance Company 27987 INSURER B : Travelers Property Casualty Co 25674 INSURER C : The Princeton Excess and Surplus Lines Ins Co 10786 INSURER D : INSURER E : INSURER F :
INSURED Governmental Management Services-South Florida, LLC 1001 Bradford Way Kingston TN 37763	

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			WS681662	11/10/2025	11/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA-7R250297-24	12/07/2024	12/07/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			82A3FF0004913-01	11/10/2025	11/10/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder, its officers, supervisors, agents, managers, engineers and staff are additional insureds with respect to the general liability when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of the additional insureds when required by written contract.

CERTIFICATE HOLDER The Rancho Grande CDD 5385 N Nob Hill Rd Sunrise, FL 33351	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i> <ME>
---	---

State Farm



**State Farm
Specialty Products**

CERTIFICATE OF INSURANCE

ISSUE DATE: October 30, 2025

Producer Edie Williams EDIE WILLIAMS STATE FARM AGENCY 330 A1A N Ste 324 Ponte Vedra Beach, FL 32082-1826 Producer Code #: 596720 Producer Fax #: (904) 425-4049		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE, TERMS, EXCLUSIONS AND CONDITIONS AFFORDED BY THE POLICIES BELOW.	
Named Insured Governmental Management Services - South Florida, LLC 5385 North Nob Hill Road Sunrise, FL 33351		INSURER AFFORDING COVERAGE State Farm Fire and Casualty Company BLOOMINGTON, IL	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS SUBJECT TO ALL THE COVERAGE, TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
POLICY NUMBER		POLICY EFFECTIVE DATE	
PS0000003414116		April 5, 2025	
POLICY EXPIRATION DATE		POLICY EXPIRATION DATE	
April 5, 2026		April 5, 2026	
TYPE OF INSURANCE		LIMIT OF LIABILITY	
Miscellaneous Errors and Omissions Liability Insurance Policy		\$3,000,000 - Limit of Liability Each Wrongful Act \$3,000,000 - Total Limit of Liability	
CERTIFICATE HOLDER The Rancho Grande Community Development District 5385 N. Nob Hill Road Sunrise, FL 33351		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		 AUTHORIZED REPRESENTATIVE	

CERT(Rev5) (08/11)

EXHIBIT "D"
ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Kelly Adams, as Director of Human Resources, on behalf of Governmental Management Services – South Florida, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.



Manager: Governmental Management Services – South Florida LLC

By: Kelly Adams

Name: Kelly Adams

Title Director of Human Resources:

Date: 12/6/2024

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF Roane

Amanda Jones SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by December as _____ of _____, who is personally known to me or who produced _____ as identification this 6 day of December, 2024.

(Notary Seal)

Amanda Jones
Notary Public

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
JEFFERY R. LAWLEY
GINGER E. WALD
SCOTT C. COCHRAN
ALINE O. MARCANTONIO
JOHN C. WEBBER

LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
(561) 659-6173 FAX

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
GABRIELLA A. FERNANDEZ PEREZ
MARLENE E. GONZALEZ
LORI B. LEWELLEN
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL

CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
GERALD L. KNIGHT
DENNIS E. LYLES
BRUCE M. RAMSEY
RICHARD T. WOULFE

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

September 12, 2025

Ms. Juliana Duque
Governmental Management Services – South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351

**Re: Proposal to serve as District Counsel for
Rancho Grande Community Development District**

Dear Juliana:

This letter will serve to memorialize previous discussions regarding this firm's undertaking to provide legal services as District Counsel to the Rancho Grande Community Development District. General District legal services will be billed at the rate of \$300.00 per hour when that work is performed by a partner of the firm. Legal work carried out by associates will be billed at \$225.00 per hour. Tasks assigned to paralegals are billed at \$95.00 per hour. I will serve as registered agent and our office will be listed as the registered office for the Rancho Grande Community Development District pursuant to Florida law. There will be a monthly minimum fee of \$500.00 for general/recurring legal services which may include, but shall not be limited to: communications with District Manager and District Staff re: routine operations of the CDD; communications with state and local government agencies re: CDD matters, requests for information, audits, etc.; updating and maintaining CDD records, notices, filings, etc.; reviewing miscellaneous correspondence re: CDD; scheduling matters involving the CDD and Agendas re: meetings of the Board of Supervisors; monitoring litigation matters, receiving and processing all notices, service of process, etc., as Registered Agent of the CDD; reviewing and reporting upon changes in legislation and regulatory measures affecting the CDD. This fee structure will be adjusted on a periodic basis in connection with the District's budget process and no later than every third fiscal year to reflect changes in the Consumer Price Index published by the U.S. Department of Labor.

Specialized legal services performed in connection with litigation, the validation and issuance of CDD bonds, as well as infrastructure construction activities funded by CDD bonds, will be invoiced separately and, when appropriate, charged against bond proceeds. Costs related to all of the above-listed activities will also be invoiced separately.

It is my understanding that this proposal will be placed upon the District's agenda for review and approval by the Board of Supervisors at its organizational meeting. Should you have any questions regarding the above, please feel free to contact me at your convenience.

Very truly yours,



MICHAEL J. PAWELCZYK
For the Firm

RESOLUTION 2026-03

A RESOLUTION OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT MICHAEL PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, PA AS THE REGISTERED OFFICE

WHEREAS, Chapter 189.416 of the Florida Statutes requires each District to designate a registered office and a registered agent within 30 days after the first meeting of its governing board; and

WHEREAS, the Board of Supervisors designates Michael Pawelczyk as its registered agent and designates his business address of 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301, as its registered office:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT:

1. Michael Pawelczyk is designated as registered agent and the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 is designated as registered office of the District.

2. The District Manager shall transmit copies of this resolution to the Local Governing Authority(s) and to the State of Florida Department of Community Affairs.

Adopted this 21st day of November 2025

Chairman/Vice Chairman

Secretary/Assistant Secretary



8935 NW 35 Lane, Suite 101 Doral, FL 33172

Tel (305) 640-1345

Email juan.alvarez@alvarezeng.com

November 13, 2025

Board of Supervisors
Rancho Grande CDD
Attn: District Manager
5385 North Nob Hill Road
Sunrise, FL 33351

Via email (Only): jduque@gmssf.com

Reference: Proposal for Interim Engineering Consulting Services for Rancho Grande Community Development District

Dear Board of Supervisors:

It is our pleasure to submit this proposal to serve as Interim Engineer to Rancho Grande Community Development District (the "District" or "CDD"). With this letter of engagement, we are offering the District the following scope of services:

1. Engineer's Report:

- Meet with representatives of the District and Developer for identifying the infrastructure to be provided by the District.
- Obtain and review records of construction contracts and develop estimates as necessary to prepare cost opinions and descriptions for each of the infrastructure components to be provided by the District.
- Review the status of permits relating to the various infrastructure components.
- Assist the District's Financial Advisor in the development of a special assessment methodology.
- Summarize our findings in an Engineer's Report to be utilized in conjunction with the levy of special assessments and the financing of the improvements.

The compensation for the services described above will be \$30,000.00.

The compensation described above includes services up to the date of adoption, acceptance or approval of the Engineer's Report by the CDD Board of Supervisors.

2. Other Services

Other Services will be billed by Alvarez Engineers to the CDD Board on an hourly basis according to the hourly rates listed in Schedule A:

Other Services include: amendments to the adopted or accepted Engineer's Report; preparation, travel and attendance to meetings; review of bond validation documents prepared by others; attendance to the Bond Validation hearing and any other service not described above but requested by the Board of Supervisors, the CDD Manager, Legal Counsel, or other authority through Bond



8935 NW 35 Lane, Suite 101 Doral, FL 33172

Tel (305) 640-1345

Email juan.alvarez@alvarezeng.com


Validation. Compensation for Other Services, based on the hourly rates described above, will not exceed \$5,000.00 through Bond Validation.

The total compensation for the Engineer's Report and Other Services through bond validation will not exceed \$35,000.00.

Invoices will be prepared by Alvarez Engineers at the completion of the Engineer's Report and monthly for Other Services. It is our understanding that invoices are due and payable by the District thirty days after the invoice is submitted.

Please acknowledge acceptance of this agreement by signing below. We look forward to working with the District on this project.

For the District
Date:

Signed by:

01E21F8BCEDD4E0...

Juan R. Alvarez, PE
President, Alvarez Engineers, Inc.



8935 NW 35 Lane, Suite 101 Doral, FL 33172

Tel (305) 640-1345

Email juan.alvarez@alvarezeng.com

Schedule A

Schedule "A"

Alvarez Engineers, Inc.

Hourly Personnel Billing Rates

Principal	\$240.00 / Hour
Chief Engineer Professional Engineer with 15+ years of experience	\$230.00 / Hour
Project Manager Professional Engineer with 10+ years of experience	\$215.00 / Hour
Senior Engineer Professional Engineer with 10+ years of experience (production)	\$185.00 / Hour
Engineer 2 Professional Engineer with 5+ years of experience	\$165.00 / Hour
Engineer 1 Professional Engineer with 0+ years of experience	\$155.00 / Hour
Electrical Engineer Electrical Engineer with 2+ years of post-graduate experience	\$155.00 / Hour
Engineer Intern Entry level with engineering degree; Engineering Intern License	\$140.00 / Hour
Senior Designer 15+ years of design experience, non-registered	\$120.00 / Hour
CADD/Computer Technician Design and Drafting with 1+ years of experience	\$105.00 / Hour
Senior Engineering Technician 5+ years of experience	\$110.00 / Hour
Engineering Technician Entry level with 0-4 years of experience	\$100.00 / Hour
Senior Administrative Degreed executive assistant with 8+ years of experience	\$ 95.00 / Hour
Administrative Secretary / Clerical	\$ 70.00 / Hour

*Billing Rates are subject to change on the anniversary of this agreement

RANCHO GRANDE
COMMUNITY DEVELOPMENT DISTRICT

GENERAL AND PROCEDURAL RULES

Adopted on _____, 2025 (Resolution No.)

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RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT
GENERAL AND PROCEDURAL RULES

1.1 General.

(1) The Rancho Grande Community Development District (the "District") was created pursuant to the provisions of Chapter 190, 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) Should a Rule conflict with Florida or federal law and the application of the Rule has not been suspended by the District, such Rule shall be interpreted in the manner that best effectuates the intent of the Rule while complying with applicable law.

Specific Authority: 190.011, F.S.

Law Implemented: 190.011, F.S.

1.2 Board of Supervisors; Officers; Meetings and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall exercise the powers granted to the District. The Board shall consist of five (5) members. Members of the Board, also referred to herein as Supervisors, appointed by ordinance or elected by landowners of the District must be citizens of the United States of America and residents of the State of Florida, as in Section 190.006, Florida Statutes, as amended. Supervisors elected in a general election or appointed by the Board to elector seats must be residents of the State of Florida and the District, citizens of the United States of America and registered to vote with the Supervisor of Elections of the county in which the District is located.

(2) Term of Office; Vacancies. Supervisors shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Supervisor(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s) of the respective Supervisor(s). If three or more vacancies occur at the same time, a quorum, as defined below, is not necessary to fill the vacancies, and the remaining members of the Board shall appoint Supervisor(s) to obtain a quorum.

(3) Quorum. Three members of the Board physically present shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes.

(4) Officers. At any Board meeting held after each election where the newly elected Supervisors take office, the Board shall select a chair, vice chair, treasurer, assistant secretary and secretary. Such election may be deferred to subsequent meetings.

(a) The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair after filling the board vacancy. The chair serves at the pleasure of the Board. The chair is authorized to sign adopted resolutions and approved agreements for the District. The chair shall convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair shall convene and conduct the meeting. The vice chair is authorized to sign adopted resolutions and approved agreements for the District approved by the Board at the meeting. In the event that both the chair and the vice chair are absent from a Board meeting and a quorum is present, the Board may delegate one of its members 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.

(b) The vice chair 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 chair has the authority to execute resolutions and agreements on the District's behalf in the absence or unavailability of the chair. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair, after filling the Board vacancy. The vice chair 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. The District Manager may serve as secretary.

(d) The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The treasurer shall serve at the pleasure of the Board.

(e) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing resolutions, agreements, or other documents on behalf of the District.

(5) Committees. The Board may establish committees of the Board by formal motion referencing this rule, 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, contract negotiations, personnel matters, and budget preparation.

(6) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Rancho Grande Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds and corporate acts. The Records of Proceedings shall be located at a District office within the county in which the District is located and shall be available for inspection by the public.

(7) Meetings.

(a) The Board shall establish each fiscal year an annual schedule of regular meetings, which shall include the date, time, and location of each scheduled meeting and submit to the local governing authority and as otherwise required by law. Nothing herein shall prevent the District from holding such other meetings as it deems necessary or from cancelling any regularly scheduled meetings. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes. All meetings shall be held in the county in which the District is located and accessible to the public.

(b) Action taken by the Board shall be upon a majority vote of the Supervisors present, unless otherwise provided in these Rules or required by law. Members of the Board, as well as staff or employees of the District may be present by teleconference or videoconference, provided that such teleconference or videoconference attendance is accomplished by speaker so that all present may hear and respond to the comments of the party attending by teleconference or videoconference. A Supervisor participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present. If the Supervisor is not able to be heard or respond to comments, then the Supervisor shall not be able to participate in the Board meeting. Nothing herein shall require the District to permit members of the public to attend or participate in a Board meeting by telephone or videoconference.

(8) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, as amended to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

(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. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member, of the meeting. The memorandum of voting conflict (form 8B) shall be prepared and executed by the Board member and provided to the Board secretary and made a part of the record.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board's secretary. Within fifteen days (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 shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote is unaffected by this filing.

Specific Authority: 190.011(5), 190.011(15), 120.525, F.S.

Law Implemented: 190.006(1), 190.006(4), 190.006(5), 190.006(6), 190.006(7), 190.006(9), 190.007, 112.3143, 120.525, 112.3143(4)(b), F.S.

1.3 Public Information, Inspection Records, and Policies.

(1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings of the Rancho Grande Community Development District," may be copied or inspected at the offices of the District Manager during regular business hours. The office of the District Manager shall include a local records office within the county in which the District is located for maintenance of records in accordance with Florida law.

(2) Copies. Copies of public records shall be made available to the requesting person at the maximum charge authorized by Section 119.07, Florida Statutes. If the nature or volume of public records requested to be inspected, examined or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

(3) Records Retention. The secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law. Any Supervisor that receives a public records request shall immediately forward or communicate such request to the Board secretary for coordination and proper response to said request.

(4) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(5) Website. The District shall maintain a separate website providing for the following information:

- (a) Full legal name of the District;
- (b) Public purpose of the District;
- (c) Name, official address, official e-mail address, term of appointment or election of each Supervisor;
- (d) Fiscal year of the District;
- (e) District's establishment ordinance;
- (f) Mailing address, e-mail address, telephone number and website resource locator of the District;
- (g) All taxes, fees, assessments, or charges imposed and collected by the District for each fiscal year and statutory authority therefor;
- (h) Hyperlink to code of ethics;
- (i) District's fiscal year budgets and all amendments as set forth in section 189.016, F.S.;
- (j) Most recently completed audit report or hyperlink to auditor general website for report;

- (k) List of regularly scheduled public meetings;
- (l) Hyperlink to Department of Financial Services' website; and
- (m) Agenda for all meetings and workshops at least 7 days prior to the date of the meeting and remain on the website for one full year.

Specific Authority: 190.011(5), 189.069, 120.053, F.S.

Law Implemented: 190.006(7), 119.07(1)(a), 119.07(1)(b), F.S.

1.4 Meetings and Workshops.

(1) Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District or county's official website or other private website designated by the county for the publication of legal notices and advertisements that are accessible via the internet in accordance with Florida law and shall state:

- (a) The date, time, and place of the meeting or workshop;
- (b) A brief description of the nature, subjects and purposes of the meeting or workshop;
- (c) The address where persons may obtain a copy of the agenda and contact name and telephone number and email address for requests;
- (d) That if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal;
- (e) The information for compliance with Americans with Disabilities Act; and
- (f) The possible continuation of the meeting, hearing or workshop without additional notice to a time, date and location as stated on the record by the Board.

(2) Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public in the offices of the District Manager at least seven (7) days before each meeting of the Board, except in those instances when an emergency meeting is convened. The agenda may be changed after it is first made available for distribution, and additional materials may be added for Board consideration for good cause for the District to efficiently conduct business and avoid expenses associated with special meetings.

(3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

(4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing. Persons wishing to receive by e-mail, notices of agendas of meetings may so advise the District Manager in writing and shall furnish the District Manager with an operating e-mail address.

(5) Emergency Meeting. The chair or the vice-chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections (1), (2), and (4), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone and e-mail notification. Notice of the emergency meeting shall be provided both before and after the meeting on the District's website. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(6) Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment, which time for audience comment shall be identified in the agenda, and members of the public shall be permitted to provide comment on any proposition or matter before the Board. Persons wishing to address the Board may be required to notify the secretary of the Board prior to the "audience comment" section on the agenda. In its discretion, the Board may limit the length of any one speaker in the interest of time or fairness to other speakers. Policies governing public comment may be adopted by resolution of the Board in accordance with Florida law.

(7) Budget Hearing. Notice of hearing adopting the annual budget shall be in accordance with Section 190.008, Florida Statutes, as amended.

(8) Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, the time and location publicly announced at the Board meeting where the item or matter came before the Board, and the Board states on the record at the original meeting a reasonable need for a continuance.

(9) Board Approval. 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 chair, may make or second a motion.

(10) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules have 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.

Specific Authority: 190.005, 190.011(5), 190.011(15), 120.525, 120.54(5), F.S.

Law Implemented: 190.006, 190.007(1), 190.008, 120.525, 120.54, 286.0105, 286.011, 286.0114, F.S.

1.5 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by Section 1.5(3) of this Rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice shall be published at least 29 days prior to the public hearing on the proposed rule.

(b) All rules should be drafted in accordance with Chapter 120, Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a 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), Florida Statutes and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes must do so in writing within 21 days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled, except when the intended action is the repeal of a rule, the notice

shall include a reference both to the date on which and to the place where the notice of rule development that is required by Section 1.5(2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District not less than 28 days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least 14 days prior to such mailing, have made requests of the district for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify 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 rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedures Committee.

(6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (c) A copy of the statement of estimated regulatory costs if required by Section 120.541; and
- (d) The published notice.

(7) Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates

exclusively to organization, practice or procedure, the Board may direct the proposed rule to be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.

(8) Rulemaking Proceedings - Hearing. The District may, or, upon request of any affected person received within 21 days after the date of publication of the notice of intent to adopt, amend, or repeal the rule, pursuant to Section 1.5 (3) of this Rule, 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.

(9) Request for a Public Hearing.

- (a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within 21 days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.
- (b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least 7 days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.
- (c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.

(10) Emergency Rule Adoption. 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. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as practical in a

newspaper of general circulation in the District. 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 and otherwise complies with these provisions.

(11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes, except any notices required under section 120.54(2)(d), Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located, or as otherwise provided by applicable Florida law.

(12) Variations and Waivers. Variations and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

(13) 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), 120.54, 190.035, F.S.

Law Implemented: 190.011, 120.54, 190.035(2), F.S.

1.6 Decisions Determining Substantial Interests.

(1) Conduct of Proceedings. A proceeding may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. The District notice of action taken or intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If written request meets the requirements of the Rule, the chair shall designate any member of the Board (including the chair), District Manager, District Counsel, or other person as a hearing officer who shall conduct the hearing ("hearing officer").

(a) Hearings held under this section shall be de novo in nature. The hearing officer has the authority to:

1. Administer oaths and affirmations;
2. Rule upon offers of proof and receive relevant evidence;
3. Regulate the course of the hearing, including any prehearing matters;
4. Enter orders; and
5. Make or receive offers of settlement, stipulation, and adjustment.

(b) 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.

(b) The District shall issue a final order within sixty (60) days:

1. After a recommended order is submitted to the Board and mailed to all parties; or
2. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

(2) Eminent Domain. After determining the need to exercise the power of

eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

- (a) Adopt a resolution identifying the property to be taken;
- (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: 190.011(5), 190.011(15), 190.035, F.S.
Law Implemented: 190.011(11), 190.035, F.S.

1.7 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures and rules are outlined for the purchase of professional services, contractual services, and goods, supplies, and materials.
- (2) Public Records. All contracts for services shall contain provisions, as required by Section 119.0701, Florida Statutes, that require the contractor or service provider to comply with public records laws.
- (3) Auditing Services. The services of an independent auditor, as required by Florida law, shall be procured in accordance with the requirements and procedures of Section 218.391, Florida Statutes.

Specific Authority: 119.0701, 190.011(5), 218.391, Fla. Stat.

Law Implemented: 119.0701, 190.033, 218.391, Fla. Stat.

1.7.5 Procedure Under Consultants' Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

(1) Definitions.

- (a) "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 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.
- (b) "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, 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 from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (c) A "continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm or individual whereby the firm or individual provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
- (d) "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., 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 decides the delay incident to competitive bidding would be detrimental to the interests of the District. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

(2) Qualifying Procedures. In order to be eligible to provide professional services under this Rule 1.7.5, a consultant must, at the time of receipt of the submittal for qualification:

- (a) Hold the required applicable state professional license 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 Florida in accordance with Chapter 607, Florida Statutes, if the consultant is a corporation.
- (d) Meet any prequalification requirements set forth in the Project or Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District, or anytime requested by the District.

(3) Public Announcement. Prior to a public announcement that professional services are required for a Project, the Board shall identify the Project as meeting the threshold requirement. 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 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 newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least 14 days for the submission of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. Consultants shall provide their name and address to the District Manager for inclusion on the list to receive notices by mail. The District Manager shall make reasonable efforts to provide copies of any notices to such consultants, but failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any valid procurement process. The Board has the right to reject any and all qualification submittals, and such reservation shall be included in the public announcement. Consultants who are not receiving a contract award shall not be entitled to recover any costs of qualification preparation or submittal from the District.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described above 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 firms regarding their qualifications, and/or public presentation, select and list the firms, 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:

1. The ability and adequacy of the professional personnel employed by the consultant;
2. Past performance for the District and in other professional employment settings;
3. Willingness to meet time and budget requirements;
4. Geographic location of the firm's headquarters or office in relation to the Project;
5. Recent, current and projected workloads of the consultant;
6. Volume of work previously awarded to the consultant by the District; and
7. Whether the consultant is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

(b) Nothing in these rules shall prevent the District from evaluating and eventually selecting a consultant if less than three responses, including responses indicating a desire not to submit a formal response on a given project, are received.

(c) If the selection process is administered by any person 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.

(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, 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 within twenty-one (21) days 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 unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) 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 any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) 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.
- (e) Once an agreement with a firm or individual is reached, notice of the award, including the rejection of some or all responses, shall be provided in writing to all responding consultants by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a consultant and the District.

(7) 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), F.S.

Law Implemented: 190.011(3), 287.055, 190.033, F.S.

1.8 Procedure for Contractual Services.

(1) Scope. Contractual Services, as defined herein, are not subject to competitive solicitation process pursuant to Section 190.033, Florida Statutes. The District may proceed with a competitive solicitation process for Contractual Services at the Board's discretion. If a proposed agreement will be predominantly for Contractual Services, but also includes purchase of goods, supplies and materials or maintenance services as an incidental part of the Contractual Services, it is not subject to competitive solicitation process, but the District may proceed with competitive solicitation process for Contractual Services at the Board's discretion. If state or federal law prescribes with whom the District must contract, or establishes the rate of payment, then these Rules shall not apply.

(2) Definitions.

- (a) "Contractual Services" means the rendering by a consultant of time and effort rather than furnishing specific goods or commodities. Contractual Services do not include legal (including attorneys, paralegals, court reporters and expert witnesses including appraisers), mediator, artistic, auditing, health, or academic program services or professional services (as defined in these Rules) and shall generally be considered those services as referenced in Section 287.012, Florida Statutes, as contractual services. Contractual Services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
- (b) "Invitation to Bid" is a written or electronically posted solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated specifically. All invitations to bid shall include a detailed description of the Contractual Services sought, applicable terms and conditions, evaluation criteria, including but not limited to price, renewal terms of a contract and provide for a signature of an authorized representative of the bidder.
- (c) "Request for Proposal" is a written or electronically posted solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the signature of an authorized representative. All requests for proposal shall include a statement for the Contractual Services sought, the applicable terms and conditions, and evaluation criteria, including but not limited to price, renewal terms of a contract, specifically the price for each year for which contract may be renewed and consideration of prior relevant experience of the contractor. It may provide general

information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria, as necessary.

- (d) "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to Invitation to Bid or Request for Proposal and these rules, and whose cost components are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder, state or federal law or any other requirement set forth in the Invitation to Bid or Request for Proposal. The District shall not request documentation of or consider a contractor's social, political, or ideological interests in determining if a contractor is a responsible contractor.
- (e) "Lowest responsible bid/proposal" means, in the sole discretion of the Board, the bid, in response to the Invitation to Bid or Request for Proposal (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) is responsive to the Invitation to Bid/Request for Proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid/proposal 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/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 supplements, and as otherwise permitted by Florida law. The District may not give preference to a contractor based on the contractor's social, political, or ideological interests.
- (f) "Proposal Most Advantageous to the District" means, in the sole discretion of the Board, the proposal, in response to Request for Proposal (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) that is the most responsive to the Request for Proposal as determined by the Board, and (iii) is for a cost to the District deemed reasonable by the Board. Minor variations in the proposal 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. 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 supplements, and as otherwise permitted by Florida law. To assure full understanding of the responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date with respect to any opportunity for discussion of proposals. The District may not give preference to a contractor based on the contractor's social, political, or ideological interests.

(3) Procedure. When a purchase of Contractual Services is within the scope of this Rule, the following procedures apply:

- (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
- (b) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids or proposals unless the Board, for good cause, determines a shorter period of time is appropriate.
- (c) The District may maintain a list of persons interested in receiving notices of Invitation to Bid or Request for Proposal. Persons who provide their name and address, including e-mail address, to the District Manager for inclusion on the list shall receive notices by mail or e-mail. 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) Bids and proposals shall be publicly opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with the respective Invitation to Bid or Request for Proposal and these Rules. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary to proceed with the procurement of Contractual Services.

- (e) The Board has the right to reject any or all bids or proposals if: the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, there are not enough bids or proposals to be competitive or in the best interest of the District. The right to reject all bids and proposals reservation shall be included in all solicitations and advertisements. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (f) The Lowest and Responsible Bid/Proposal or the most advantageous to the District, as appropriate, shall be accepted. The Board may require bidders to furnish performance, bid and/or other bonds with a responsible surety to be approved by the Board.

(4) Notice. Notice of award or intent to award a contract, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders and proposers by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include a statement to the effect that failure to file a protest in accordance with the Rules within the time prescribed shall constitute a waiver of proceedings under the Rules.

(5) Contract Renewal. Renewal of a contract for Contractual Services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Contracts shall not be renewed for more than three (3) years or the term of the original contract, whichever is longer, unless competitively procured. Renewals may be contingent upon satisfactory performance evaluations by the District and the availability of funds. Renewal of a contract must be in writing and subject to the same terms and conditions set forth in the initial contract and any written amendments.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

(7) Piggybacking. Pursuant to Section 189.053, Florida Statutes, the District may purchase commodities and contractual services, other than services the acquisition of which is governed by Section 287.055, Florida Statutes, as amended, from the purchasing agreements of other special districts, municipalities or counties which have procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations and which are otherwise in compliance with general law if the purchasing agreement of the other

special district, municipality, or county was procured by a process that would have met the procurements requirements of the purchasing District.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 190.011(3), 190.033, 287.055, 189.053, F.S.

1.9 Purchase of Goods, Supplies or Materials.

(1) Scope. All purchases of goods, supplies or materials shall be purchased in accordance with the provisions of Chapter 287, Florida Statutes (as amended), and under the terms of these Rules. Where the Statute may conflict with this Rule, the Statute shall prevail. Contracts for purchases of "goods, supplies and materials" do not include printing, insurance, advertising or legal notices.

(2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the procedures provided in Rule 1.8(3)(a)-(e) and (4) apply and the following provision: the Lowest and Responsible Bid/Proposal or the most advantageous to the District, as appropriate, shall be accepted. If the Lowest responsive bid/proposal is submitted by a responsive and responsible bidder/proposer 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 responsive and responsive bidder/proposer whose principal place of business is in the State of Florida shall be awarded a preference of 5%. The Board may require bidders to furnish performance, bid and/or other bonds with a responsible surety to be approved by the Board.

(3) Piggybacking. Rule 1.8(7) shall apply to this Rule.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 189.053, 190.033, 287.017, 287.084, F.S.

1.10 Contracts for Construction of Authorized Project.

(1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, 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, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Bidding Thresholds. The District, when seeking to construct or improve a public building, structure, or other public construction works must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than \$300,000. For electrical work, the District must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than \$75,000. As used in this section, the term, “competitively award” means to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation. This subsection expressly allows contracts for construction management services, design/build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable municipal or county ordinance, by district resolution, or by state law. For purposes of this section, cost includes the cost of all labor, except inmate labor, and the cost of equipment and materials, insurance costs, and the cost of direct materials to be used in the construction of the project, and other direct costs, plus a factor of 20% for management, overhead, and other indirect costs. The provisions of Section 255.20(1)(b) and (1)(c), Florida Statutes, as amended, pertaining to pre-qualification of contractors are applicable to the District. The provisions of this Rule, subsection (2) herein do not apply to those enumerated circumstances set forth in Section 255.20(1)(c), Florida Statutes, as amended. The threshold amounts set forth herein shall be adjusted by the percentage change in the Engineering News-Record’s Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.

(3) Procedure.

- (a) The solicitation of competitive bids or proposals for any District construction project that is projected to cost more than the thresholds provided in this Rule, subsection (2) above shall be

publicly advertised at least once in a newspaper of general circulation in the county in which the District is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any District construction project that is projected to cost more than \$500,000 shall be publicly advertised in a newspaper of general circulation in the county where the District is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this Rule, subsection (3)(a) may be altered by the District Board of Supervisors in any manner that is reasonable under the emergency circumstances. If the location, date, or time of the bid opening changes, written notice of the change must be given by the District, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications. As used in this subsection, the term "emergency" means an unexpected turn of events that causes: (i) an immediate danger to the public health or safety; or (ii) an immediate danger of loss of public or private property; or (iii) an interruption in the delivery of an essential government service.

- (b) The District may maintain a list of persons interested in receiving notices of Invitation to Bid or Request for Proposal. Persons who provide their name and address, including e-mail address, to the District Manager for inclusion on the list shall receive notices by mail or e-mail. 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.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - (1) Hold the required applicable state professional license in good standing;
 - (2) Hold all required applicable federal licenses in good standing, if any;
 - (3) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter

607, Florida Statutes, if the bidder is a corporation; and

- (4) Meet any special prequalification requirements set forth in the Invitation to Bid or Request for Proposal.

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

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal and announcement of the name of each bidder and price submitted in the bid in accordance with section 255.0518, Florida Statutes. Bids and proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposals and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:
 - 1. The ability and adequacy of the professional personnel.
 - 2. Past performance for the District and in other professional employment settings.
 - 3. Willingness to meet time and budget requirements.
 - 4. Geographic location of the firm headquarters or office in relation to the project.
 - 5. Recent, current and projected workloads of the bidder.
 - 6. Volume of work previously awarded to the bidder.
 - 7. Whether the cost components of the bid response are appropriately balanced.
- (g) The Lowest Responsive and Responsible Bid/Proposal shall be

accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders/proposers by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days. The notice shall include a statement to the effect that failure to file a protest in accordance with the Rules within the time prescribed shall constitute a waiver of proceedings under the Rules.

Specific Authority: 190.011(5), 190.011(15), 255.20, F.S.

Law Implemented: 190.033, 255.20, 255.0525, F.S.

1.11 Contracts for Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Sections 287.017(4), Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time by the State of Florida. The maintenance of these facilities or projects may involve the purchase of contractual services and/or goods, supplies or materials as defined in herein. Where a contract for maintenance of such a facility or project includes goods, supplies or materials and/or contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies or materials, and contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure and Notice. The procedures and Notice requirements provided in Rule 1.8(3) and (4) apply.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 190.033, F.S.

1.12 Purchase of Insurance.

(1) Scope. The purchase of life, health, accident, hospitalization, legal expense or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rules 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 Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the County and in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address, including e-mail address, to the District Manager for inclusion on the list shall receive notices by mail or e-mail. 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) Bids shall be opened at the time and place noted on the Invitation to Bid.
- (e) If only one response to an Invitation to Bid 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 which 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 District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, past performance for 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 award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days. The notice shall include a statement to the effect that failure to file a protest in accordance with the Rules within the time prescribed shall constitute a waiver of proceedings under the Rules.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 112.08, F.S.

1.13 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Rule 1.7.5, shall be in accordance with this section.

(1) Filing of Protest.

- (a) As to protest regarding qualifications or other requirements contained in a Request for Qualifications issued by the District, a notice of protest shall be filed in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications (hereinafter "Notice of Protest"). The Notice of Protest shall sufficiently identify the solicitation for the Request for Qualifications. A formal written protest shall be filed with the District within seven (7) days (excluding Saturdays, Sundays, and state holidays) after the date of filing of the notice of protest setting forth with particularity the facts and law upon which the protest is based (hereinafter "Formal Protest").
- (b) With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the Notice of Protest shall be filed in writing within seventy-two (72) hours after the notice of the project plans and specifications (or intended project plans and specifications) are available by the District for distribution to any potential bidder or proposer in an Invitation to Bid or Request for Proposals. Formal Protest shall be filed within seven (7) days after the date the of notice of protest is filed setting forth with particularity the facts and law upon which the protest is based.
- (c) Failure to file a Notice of Protest shall constitute a waiver of all rights to protest in the District proceeding with the procurement process and awarding a contract. Failure to file a Formal Protest shall constitute an abandonment and automatic termination of the protest proceedings.

(2) Award Process. Upon receipt of a Notice of Protest which has been timely filed, the District shall stop the bid/proposal/qualification solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, or where delay will jeopardize funding for the project, the award process may continue.

(3) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties. Either the District or the protester may request a meeting to resolve the protest by mutual agreement by providing written notice of this request. The District will endeavor to schedule such a meeting within (7) days (excluding Saturdays, Sundays and state holidays) upon receipt of an aforementioned written request.

(4) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Rule 1.6(1).

Specific Authority: 120.57(3), 190.011(5), F.S.

Law Implemented: 120.57(3), 190.033, F.S.

1.14 Bid Protests Relating To Any Other Award.

The resolution of any protests with respect to proceedings under Rules 1.8, 1.9, 1.10, 1.11 and 1.12 shall be in accordance with this section 1.14.

(1) Filing of Protest.

(a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's decision (hereinafter "Notice of Protest"). A formal written protest shall be filed by the protestor within seven (7) calendar days after timely filing the Notice of Protest, setting forth with particularity the facts and law upon which the protest is based (hereinafter "Formal Protest"). For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to timely file a Notice of Protest or failure to timely file a Formal Protest shall constitute a waiver of any right to object to or protest the District's decision or contract award.

(b) With respect to a protest regarding the Invitation to Bid/Request for Proposal documents, including specifications or other requirements contained therein, the Notice of Protest shall be filed in writing within seventy-two (72) hours after the availability of the of the proposed project plans and specifications or other contract documents to any potential bidder/proposer as set forth in the advertisement/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 after the Notice of Protest was filed. Failure to timely file a Notice of Protest or failure to timely file a Formal Protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.

(2) Award Process. Upon receipt of a timely filed Notice of Protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, or will jeopardize funding for the project, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.

(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 posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copy being mailed to the protestor and any substantially affected person or parties. 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 above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Rule 1.6(1).

(5) Intervenors. Substantially affected persons other than the protestor may join the proceedings as intervenors and/or at the discretion of the District, the District may combine more than one protest for informal or formal proceedings, as long as such combination is conducted or combined proceeding on appropriate terms which shall not unduly delay the protest proceedings.

(6) Rejection by District. If the Board determines that there was a violation of law, defect, or an irregularity in the competitive solicitation process, the bids, proposal, and/or responses are too high, or if the board determines it is otherwise in the District's best interest, the Board may reject all bids, proposals and responses and start the competitive solicitation process anew. If the Board decides to reject all bids, proposals, replies and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

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

Specific Authority: 190.011(5), 190.011(15), F.S.
Law Implemented: 190.033, F.S.

1.15 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts is in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting pursuant to the requirements of Section 287.055(2)(k) when developing a design criteria package (“Design Criteria Package”), evaluating the responses or bids 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, Florida Statutes, or may be retained using Rule 1.7.5, Procedure Under Consultant’s Competitive Negotiations Act.
 - (b) A Design Criteria Package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.
 - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical, and design aspects of the project, weighted for the project.
 - (d) After the Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, 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 in the county in which the District is located. The notice shall allow at least thirty (30)

days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate, unless required by law.

2. The District may maintain lists of firm's qualifications information, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms interested in receiving notices of Request for Proposals. Such firms shall provide their name and address, including e-mail address, to the District Manager for inclusion on the list and shall receive a copy of the request for proposals by mail or e-mail. However, failure of a firm 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 license in good standing, as defined by Section 287.055(2)(h), 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 Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation; and
 - (d) Meet any special prequalification requirements set forth in the Design Criteria Package.

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

- (e) The Board may either choose to award the design-build contract pursuant to section 287.055(9), Florida Statutes, or pursuant to Rule 1.7.5

qualifications process for consultants, as long as a guaranteed maximum price and guaranteed completed date are established subsequent to competitive negotiations.

(f) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.

(g) 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 proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

(h) 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 to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory agreement 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. Failing agreement with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory agreement 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.

(i) After the Board contracts with a firm, the firm shall bring to the Board for approval detailed working drawings of the project.

(j) The design criteria professional shall evaluate the compliance of the project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(2) 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.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 190.033, 255.20, 287.055, 255.0525, F.S.

1.16 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) Bond. Upon entering into a contract for any of the services described in this Rule 1.16(1) in excess of \$200,000, the Board shall require that the contractor, before commencing the work under the contract, execute and record in the public records of the county a payment and performance bond in an amount equal to the contract price with a surety insurer authorized to do business in the state. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering a contract for any of the services described in this Rule 1.16(1) 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), F.S.

Law Implemented: 255.05, F.S.

2.0 Effective Date.

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

RESOLUTION 2026-04

**A RESOLUTION OF THE RANCHO GRANDE
COMMUNITY DEVELOPMENT DISTRICT APPROVING
THE DISTRICT'S PROPOSED BUDGET FOR FISCAL
YEAR 2026 AND SETTING A PUBLIC HEARING
THEREON PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has prepared the proposed budget for the Fiscal Year 2026;
and

WHEREAS, the Board of Supervisors approves the proposed budget for purpose of
submitting said budget to the local governing authorities not less than 60 days prior to the public
hearing date in accordance with Chapter 190.008(b), Florida Statutes: and

WHEREAS, the Board of Supervisors desires to set the public hearing date;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE RANCHO GRANDE COMMUNITY
DEVELOPMENT DISTRICT:**

1. The proposed budget for Fiscal Year 2026 is hereby approved for the purpose of conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: _____

Hour: _____

Place: _____

Notice of public hearing shall be published in accordance with Florida Law.

Adopted this 21st day of November 2025

Chairman/Vice Chairman

Secretary/Assistant Secretary

DEVELOPER FUNDING AGREEMENT

This Developer Funding Agreement (the "Agreement") is made and entered into this **21st day of November, 2025**, by and between:

RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated **Miami-Dade County, Florida**, and whose mailing address is **5385 N. Nob Hill Rd., Sunrise, Florida 33351** (the "District"); and

LENNAR HOMES, LLC, a Florida limited liability company, the primary developer of lands within the boundaries of the District, whose address is **5505 Waterford District Drive, Miami, Florida 33126**, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer owns or controls the majority of all lands within the District; and

WHEREAS, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including, but not limited, to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including, but not necessarily limited to, stormwater management system, water distribution system, wastewater collection system, and roadway improvements, **and related improvements**, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

WHEREAS, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the land; and

WHEREAS, the Developer is agreeable to funding the operations of the District as called for in the budget approved by the Board of Supervisors ("Budget"), which is attached and made a part hereof as Exhibit "A", as such Budget may be amended from time to time for the fiscal year that it covers; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

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

2. Developer agrees to make available to the District the moneys necessary for the operation of the District as called for in the Budget, monthly, within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account.

The District and the Developer hereby authorize District staff, the District Engineer, District Manager, District Counsel, the Financial Advisor, Bond Counsel, the Underwriters, the Trustee, Trustee's Counsel and any other necessary professionals to proceed with the work related to the issuance of the Bonds, as later defined herein. The Developer and the District agree that all reasonable fees, costs, or other expenses incurred by the District for the services of the District Engineer, District Counsel, Bond Counsel, the Underwriters, Financial Advisor, Trustee, Trustee's Counsel, and other professionals for the work contemplated by this Agreement which are due and payable prior to the issuance of the Bonds shall be paid solely from the funds provided by the Developer pursuant to this Agreement. In the event that the District does not issue Bonds, the Developer and the District agree that all reasonable fees, costs or other expenses incurred by the District for the services of the District Engineer, District Counsel, Bond Counsel, the Underwriters, Financial Advisor, Trustee, Trustee's Counsel, and other professionals for the work contemplated by this Agreement shall be paid by the Developer to the extent required by and in accordance with the terms of each party's engagement by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer, at Developer's discretion or pursuant to other agreements, to the District or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with special assessment bonds ("Bonds") and as such may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds; however, District agrees

to, in good faith, make every reasonable effort to pay, from available net proceeds of the Bonds, within thirty (30) days thereof. The parties further agree that the advances made pursuant to this Agreement and in connection with the Improvements and repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the District's Improvements arising during the fiscal years covered by the Budget (through September 30, 2025 and through September 30, 2026) or as set forth in the Budget for Fiscal Year 2025 & Fiscal Year 2026, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between 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 in writing which is executed by both of the parties hereto.

6. 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on any property owned by the Developer within the boundaries of the District.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

9. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and

conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. This Agreement has been negotiated fully between the parties in 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 deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

13. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their respective heirs, executors, receivers, trustees, successors and assigns.

14. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

15. 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 executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

Attest:

RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes

By: _____

Print name: _____
Secretary / Assistant Secretary

Print name: _____
Chair/Vice-Chair

_____ day of _____, 2025

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2025, by _____, as Chair/Vice-Chair of the Board of Supervisors of the **RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes, on behalf of the special purpose government, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public

Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2025, by _____, as Secretary/Assistant Secretary of the **RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes, on behalf of the special purpose government, who is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public

Commission Expires: _____

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:

Print Name

Print Name

By: _____

Print Name: _____

Title: Vice President

_____ day of _____, 2025

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____, as Vice President of **LENNAR HOMES, LLC, a Florida limited liability company**, on behalf of the company. He/ She is personally known to me or has produced _____ as identification.

Notary Public Commission Expires: _____

Exhibit "A" - Budget

Rancho Grande
Community Development District

Proposed Budget
FY 2026



Table of Contents

1	<u>General Fund</u>
2-3	<u>Narratives</u>
4	<u>Assessment Schedule</u>

Rancho Grande
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY 2026
REVENUES:	
Developer Contributions/Maintenance Assessments	\$ 125,443
TOTAL REVENUES	\$ 125,443
EXPENDITURES:	
Administrative	
Engineering	\$ 12,000
Arbitrage	550 ⁽¹⁾
Dissemination	1,200 ⁽¹⁾
Assessment Roll	2,000 ⁽¹⁾
Attorney	18,000
Annual Audit	4,500 ⁽¹⁾
Trustee Fees	4,200 ⁽¹⁾
Management Fees	30,000
Website Admin/IT	1,000
Postage	250
Insurance	5,500
Printing & Binding	500
Legal Advertising	10,000
Other Current Charges	500
Office Supplies	68
Dues, Licenses & Subscriptions	175
TOTAL ADMINISTRATIVE	\$ 90,443
Field Expenditures	
Landscape Maintenance	\$ 15,000
Road	10,000
Contingencies	10,000
TOTAL FIELD EXPENDITURES	\$ 35,000
TOTAL EXPENDITURES	\$ 125,443
EXCESS REVENUES (EXPENDITURES)	\$ -

(1) Represents costs associated with the issuance of Bonds.

Rancho Grande
Community Development District
Budget Narrative
FY 2026

REVENUES

Developer Contributions/Assessments

The District will levy a Non-Ad Valorem assessment on all platted lots within the Districts to pay all of the operating expenditures for the Fiscal Year in Accordance with the Adopted Budget.

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.

Arbitrage Rebate

The District has contracted with its independent auditors to annually calculate the arbitrage rebate liability on its bonds.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

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.

Website Maintenance/IT

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.

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.

Rancho Grande
Community Development District
Budget Narrative
FY 2026

Expenditures - Administrative (continued)

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 Florida Commerce for \$175.

Contingencies

A contingency for any unanticipated and unscheduled cost to the District.

Expenditures - Field

Landscape Maintenance

The cost of maintaining the common areas within the District boundaries.

Contingencies

A contingency for any unanticipated and unscheduled cost to the District.

Rancho Grande
Community Development District
FY 2026

Type	# Units	Gross Assessment	Net Assessment	Gross Assmt Per Unit	Net Assessment Per Unit
Single Family	150	\$ 132,045	\$ 125,443	\$ 880.30	\$ 836.29
	150	\$ 132,045			

Rancho Grande

Community Development District

BILL TO: Lennar Homes
5505 Waterford District, 5th Floor
Miami, FL 33126

November 21, 2025
Funding Request #1

	PAYEE		GENERAL FUND
1	Egis Insurance & Risk Advisors Insurance - FY2026	\$	5,000.00
2	Operating Funds	\$	5,000.00
	TOTAL	\$	10,000.00

Please make check payable to:

Rancho Grande Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

RESOLUTION 2026-05

A RESOLUTION SETTING FORTH THE POLICY OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, OFFICERS AND STAFF

WHEREAS, the Board of Supervisors (the "Board") of the Rancho Grande Community Development District (the "District") is constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board members, officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board members, officers and staff so as to reduce the threat of personal liability to such individuals.

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

1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members and officials of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

(a) All members of the Board, officers and staff of the District (collectively, "District Officials" and each a "District Official");

(b) Independent contractors, agents or persons shall not be so indemnified with respect to service to the District except to the extent permitted by law and authorized by a majority vote of the District's Board of Supervisors.

2. As set forth in this Resolution and in accordance with sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of the above-listed District Officials, present or former, arising out of and in the scope of his or her appointment, employment or function, unless, in the case of a tort action, the District Official acted in bad faith, with malicious purpose or in a manner exhibiting

wanton and willful disregard of human rights, safety or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personal against any of the above-listed District Officials for an act or omission under color of state law, custom or usage, wherein it is alleged that such officer or agent has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions pursuant to 42 U.S.C. 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against District Officials from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that, to the extent the State does not through its laws protect the members of the District Officials from liability, the District is committed to doing so to the extent described in this resolution.

3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit which directly results from a decision or act made by a District Official while performing the duties and functions of his or her position.

4. This Resolution is intended to evidence that District's support of District Officials who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In the event that the District has expended funds to provide an attorney to defend a Board member who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose or in a manner exhibiting wanton disregard for human rights, safety or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

5. The District agrees to pay any final judgment, including damages such as fines, penalties or other damages, costs and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any District Official as described in section 1 of this Resolution, in any civil action or civil rights law suit described in section 111.07, Florida Statutes. If the action arises under section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section U.S.C. 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interests.

6. Payment of judgments or provision of legal representation pursuant to this Resolution is conditioned on the following as determined in the sole discretion of the District:

(a) The actions of the District Official or officer were within the scope of his or her duties and authority; and

(b) The acts or omissions of the District Official did not constitute bad faith, malicious purpose, intentional infliction of harm or were not done in a manner exhibiting wanton and willful disregard of human rights, safety or property; and

(c) The District Official did not receive any financial profit or advantage to which he or she was not legally entitled; and

(d) A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint was delivered to the District Chairman, Vice Chairman, District Manager or District Attorney within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Board member or officer; and

(e) The District Official cooperates continuously and fully with the District in the defense of the action.

7. Any indemnification, legal defense or other protection pursuant to this representation shall not extend to:

(a) Consulting or other outside professional or business activities for which the District Official received financial or other material compensation that was outside the scope of his or her District duties and authority;

(b) Any independent contractor for whom defense or indemnification is not authorized pursuant to section 1(b) of this Resolution; and

(c) Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and

(d) Any indemnification or defense prohibited by law.

8. In the event legal representation or defense is provided pursuant to this Resolution, the Board member or officer may either

(a) Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or

(b) Retain legal counsel chosen by the District Official, in which case the District shall have the right to:

(i) Approve, in advance any agreement for legal fees or disbursements; and

(ii) Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and

(iii) Direct the defense and settle or compromise the action or claim. Any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys fees awarded to the District Official.

9. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

10. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of any District Official.

11. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

12. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER 2025

ATTEST:

**RANCHO GRANDE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/ Vice Chairman

LAW OFFICES
BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
GINGER E. WALD
JEFFERY R. LAWLEY
SCOTT C. COCHRAN
SHAWN B. MCKAMEY
ALINE O. MARCANTONIO
JOHN C. WEBBER

STEVEN F. BILLING, 1947-1998
HAYWARD D. GAY, 1943-2007

LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
FAX: (954) 764-7279

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
FAX: (561) 659-6173

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
GREGORY F. GEORGE
MARGARETH GUEDES
LORI B. LEWELLEN
JOANNA R. LLERA
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
SHIRLEY A. DELUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY
RICHARD T. WOUFLFE

September 18, 2025

VIA HAND-DELIVERY

Governmental Management Services – South Florida, LLC
c/o Jennifer McConnell
5385 N. Nob Hill Road
Sunrise, Florida 33351

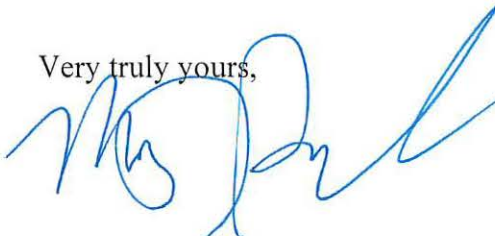
**Re: Rancho Grande Community Development District (“District”)
Notice of Establishment**

Dear Jennifer:

Enclosed for the Official Records of the District, please find the Original Notice of Establishment of the Rancho Grande CDD having been recorded at Official Records Book 34947, Page 1862 in the Public Records of Miami-Dade County, Florida; and an extra recorded copy of the instrument.

We will maintain a copy of this instrument in our file. Should you have any questions or wish to discuss this further, please do not hesitate to contact me.

Very truly yours,



MICHAEL J. PAWELCZYK,
For the Firm

MJP/lg
Enclosure

cc: Juliana Duque, District Manager (via e-mail only)

This instrument prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)

Name: Michael J. Pawelczyk, Esq.
Address: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

**NOTICE OF ESTABLISHMENT OF THE
RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT**

This Notice is recorded pursuant to the requirements of Section 190.0485, Florida Statutes. The Rancho Grande Community Development District was established by virtue of Ordinance No. 25-88 of the Board of County Commissioners of Miami-Dade County, Florida, adopted September 3, 2025, and effective September 13, 2025.

The legal description of the Rancho Grande Community Development District is attached hereto and incorporated by reference herein as Exhibit A.

THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

By: 
Ginger E. Wald, District Counsel
Rancho Grande Community Development District

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of September 2025, by GINGER E. WALD as District Counsel of the Rancho Grande Community Development District. She is personally known to me.





Signature of Notary Public
LENISHA. S. GODBEE
Printed Name of Notary
Notary Public, State of Florida

Exhibit "A"

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 57 SOUTH, RANGE 38 EAST, MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14 WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE, ALONG SAID WEST LINE, N00°55'36"W, FOR 500.47 FEET; THENCE, DEPARTING FROM SAID WEST LINE, N89°25'21"E, FOR 332.10 FEET; THENCE, N00°55'55"W, FOR 482.15 FEET; THENCE, N89°26'47"E, FOR 210.00 FEET; THENCE, N00°55'55"W, FOR 150.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 312TH STREET (N.W. 8TH STREET) (CAMBPELL DRIVE); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N89°26'47"E, FOR 122.04 FEET; THENCE, S00°56'13"E, FOR 632.01 FEET; THENCE, N89°25'21"E, FOR 624.19 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 187TH AVENUE (N.W. 14TH AVENUE) (REDLAND ROAD); THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S00°56'50"E, FOR 616.60 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAS A RADIUS OF 25.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°20'45" AN ARC DISTANCE OF 39.42 FEET TO A POINT OF TANGENCY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. 316TH STREET (N.W. 4TH STREET) (PALMETTO STREET); THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°23'55"W, FOR 726.85 FEET; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE, N00°56'50"W, FOR 141.77 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE OF THE NORTH 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE, ALONG SAID SOUTH LINE, S89°24'16"W, FOR 536.56 FEET TO THE POINT OF BEGINNING.

ALL LANDS HEREIN DESCRIBED ARE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 929,399 SQUARE FEET AND/OR 21.34 ACRES, MORE OR LESS.

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board” of the [Rancho Grande Community Development District](#), hereinafter referred to as “District” is required to adopt an investment policy in accordance with Section 218.415, Florida Statutes, and

WHEREAS, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT:

1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:
 - a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.
 - b. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
 - c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes.
 - d. Direct obligations of the U.S. Treasury.
2. Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.
3. This Resolution shall become effective this 21st day of November 2025

Secretary/ Assistant Secretary

Chairman/ Vice Chairman

Select Year: 2025

The 2025 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.415 Local government investment policies.—Investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body, or in the absence of the existence of a governing body, the respective principal officer of the unit of local government and maintained by the unit of local government or, in the alternative, such activity must be conducted in accordance with subsection (17). Any such unit of local government shall have an investment policy for any public funds in excess of the amounts needed to meet current expenses as provided in subsections (1)-(16), or shall meet the alternative investment guidelines contained in subsection (17). Such policies shall be structured to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the requirements for safety and liquidity. Each unit of local government shall adopt policies that are commensurate with the nature and size of the public funds within its custody.

(1) **SCOPE.**—The investment policy shall apply to funds under the control of the unit of local government in excess of those required to meet current expenses. The investment policy shall not apply to pension funds, including those funds in chapters 175 and 185, or funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

(2) **INVESTMENT OBJECTIVES.**—The investment policy shall describe the investment objectives of the unit of local government. Investment objectives shall include safety of capital, liquidity of funds, and investment income, in that order.

(3) **PERFORMANCE MEASUREMENT.**—The investment policy shall specify performance measures as are appropriate for the nature and size of the public funds within the custody of the unit of local government.

(4) **PRUDENCE AND ETHICAL STANDARDS.**—The investment policy shall describe the level of prudence and ethical standards to be followed by the unit of local government in carrying out its investment activities with respect to funds described in this section. The unit of local government shall adopt the Prudent Person Rule, which states that: “Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.”

(5) **LISTING OF AUTHORIZED INVESTMENTS.**—The investment policy shall list investments authorized by the governing body of the unit of local government, subject to the provisions of subsection (16). The investment policy authorized by the governing body of the unit of local government may not require a minimum bond rating for investments authorized pursuant to paragraph (16)(f). Investments not listed in the investment policy are prohibited. If the policy authorizes investments in derivative products, the policy must require that the unit of local government’s officials responsible for making investment decisions or chief financial officer have developed sufficient understanding of the derivative products and have the expertise to manage them. For purposes of this subsection, a “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or index or asset values. If the policy authorizes investments in reverse repurchase agreements or other forms of leverage, the policy must limit the investments to transactions in which

the proceeds are intended to provide liquidity and for which the unit of local government has sufficient resources and expertise.

(6) **MATURITY AND LIQUIDITY REQUIREMENTS.**—The investment policy shall require that the investment portfolio is structured in such manner as to provide sufficient liquidity to pay obligations as they come due. To that end, the investment policy should direct that, to the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

(7) **PORTFOLIO COMPOSITION.**—The investment policy shall establish guidelines for investments and limits on security issues, issuers, and maturities. Such guidelines shall be commensurate with the nature and size of the public funds within the custody of the unit of local government.

(8) **RISK AND DIVERSIFICATION.**—The investment policy shall provide for appropriate diversification of the investment portfolio. Investments held should be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically, as deemed necessary by the appropriate management staff.

(9) **AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS.**—The investment policy should specify the authorized securities dealers, issuers, and banks from whom the unit of local government may purchase securities.

(10) **THIRD-PARTY CUSTODIAL AGREEMENTS.**—The investment policy shall provide appropriate arrangements for the holding of assets of the unit of local government. Securities should be held with a third party; and all securities purchased by, and all collateral obtained by, the unit of local government should be properly designated as an asset of the unit of local government. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized staff member of the unit of local government. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

(11) **MASTER REPURCHASE AGREEMENT.**—The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

(12) **BID REQUIREMENT.**—The investment policy shall require that the unit of local government’s staff determine the approximate maturity date based on cash-flow needs and market conditions, analyze and select one or more optimal types of investment, and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives specified in subsection (2) must be selected.

(13) **INTERNAL CONTROLS.**—The investment policy shall provide for a system of internal controls and operational procedures. The unit of local government’s officials responsible for making investment decisions or chief financial officer shall establish a system of internal controls which shall be in writing and made a part of the governmental entity’s operational procedures. The investment policy shall provide for review of such controls by independent auditors as part of any financial audit periodically required of the unit of local government. The internal controls should be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the unit of local government.

(14) **CONTINUING EDUCATION.**—The investment policy shall provide for the continuing education of the unit of local government’s officials responsible for making investment decisions or chief financial officer. Such officials must annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

(15) **REPORTING.**—The investment policy shall provide for appropriate annual or more frequent reporting of investment activities. To that end, the governmental entity’s officials responsible for making investment decisions or chief financial officer shall prepare periodic reports for submission to the legislative and governing body of the unit of local government, which shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

(16) **AUTHORIZED INVESTMENTS; WRITTEN INVESTMENT POLICIES.**—Those units of local government electing to adopt a written investment policy as provided in subsections (1)-(15) may by resolution invest and reinvest any surplus public funds in their control or possession in:

- (a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in s. 280.02.
- (d) Direct obligations of the United States Treasury.
- (e) Federal agencies and instrumentalities.
- (f) Rated or unrated bonds, notes, or instruments backed by the full faith and credit of the government of Israel.
- (g) Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
- (h) Other investments authorized by law or by ordinance for a county or a municipality.
- (i) Other investments authorized by law or by resolution for a school district or a special district.

(17) **AUTHORIZED INVESTMENTS; NO WRITTEN INVESTMENT POLICY.**—Those units of local government electing not to adopt a written investment policy in accordance with investment policies developed as provided in subsections (1)-(15) may invest or reinvest any surplus public funds in their control or possession in:

- (a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in s. 280.02.
- (d) Direct obligations of the U.S. Treasury.

The securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

(18) **SECURITIES; DISPOSITION.**—

- (a) Every security purchased under this section on behalf of the governing body of a unit of local government must be properly earmarked and:
 - 1. If registered with the issuer or its agents, must be immediately placed for safekeeping in a location that protects the governing body's interest in the security;
 - 2. If in book entry form, must be held for the credit of the governing body by a depository chartered by the Federal Government, the state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or
 - 3. If physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.
- (b) The unit of local government's governing body may also receive bank trust receipts in return for investment of surplus funds in securities. Any trust receipts received must enumerate the various securities held, together with the specific number of each security held. The actual securities on which the trust receipts are issued may be held by any bank depository chartered by the Federal Government, this state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national

association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state.

(19) **SALE OF SECURITIES.**—When the invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the unit of local government’s governing body may sell such investments at the then-prevailing market price and place the proceeds into the proper account or fund of the unit of local government.

(20) **PREEXISTING CONTRACT.**—Any public funds subject to a contract or agreement existing on October 1, 2000, may not be invested contrary to such contract or agreement.

(21) **PREEMPTION.**—Any provision of any special act, municipal charter, or other law which prohibits or restricts a local governmental entity from complying with this section or any rules adopted under this section is void to the extent of the conflict.

(22) **AUDITS.**—Certified public accountants conducting audits of units of local government pursuant to s. [218.39](#) shall report, as part of the audit, whether or not the unit of local government has complied with this section.

(23) **AUTHORIZED DEPOSITS.**—In addition to the investments authorized for local governments in subsections (16) and (17) and notwithstanding any other provisions of law, a unit of local government may deposit any portion of surplus public funds in its control or possession in accordance with the following conditions:

(a) The funds are initially deposited in a qualified public depository, as defined in s. [280.02](#), selected by the unit of local government.

(b) The selected depository arranges for depositing the funds in financial deposit instruments insured by the Federal Deposit Insurance Corporation in one or more federally insured banks or savings and loan associations, wherever located, for the account of the unit of local government.

(c) The full amount of the principal and accrued interest of each financial deposit instrument is insured by the Federal Deposit Insurance Corporation.

(d) The selected depository acts as custodian for the unit of local government with respect to each financial deposit instrument issued for its account.

(24) **INVESTMENT DECISIONS.**—

(a) As used in this subsection, the term “pecuniary factor” means a factor that the governing body of the unit of local government, or in the absence of the existence of a governing body, the respective principal officer of the unit of local government, prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

(b) Notwithstanding any other law, when deciding whether to invest and when investing public funds pursuant to this section, the unit of local government must make decisions based solely on pecuniary factors and may not subordinate the interests of the people of this state to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns.

History.—s. 1, ch. 95-194; s. 2, ch. 97-9; s. 3, ch. 2000-264; ss. 66, 141, ch. 2001-266; s. 2, ch. 2005-126; s. 1, ch. 2007-89; s. 42, ch. 2008-4; s. 2, ch. 2009-140; s. 13, ch. 2023-28; s. 93, ch. 2024-140; s. 1, ch. 2025-174.

RESOLUTION 2026-07

A RESOLUTION OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER, TREASURER, OR FINANCE DIRECTOR TO EXECUTE THE PUBLIC DEPOSITORS REPORT, AND FURTHER AUTHORIZING THE EXECUTION OF ANY AND ALL OTHER FINANCIAL REPORTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Rancho Grande Community Development District has established the position of Treasurer and Finance Director for the purpose of maintaining the financial records of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS AS FOLLOW:

1. The District Manager, Treasurer and/or Finance Director are hereby authorized on behalf of Rancho Grande **Community** Development District to execute the public depositor report to the Office of the Treasurer as required by Chapter 280, Florida Statutes, and any and all other financial reports required by any other rule, statute, law ordinance or regulation.

2. This Resolution shall be effective immediately upon adoption.

THIS RESOLUTION INTRODUCED and ADOPTED by the **BOARD OF SUPERVISORS** at their organizational meeting on 21st day of November 2025

Chairman/Vice Chairman

Secretary/Assistant Secretary

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Rancho Grande Community Development District (the “District”), is a local unit of special-purpose government established and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”); and

WHEREAS, the Board of Supervisors of the District (the “Board”) regularly directs the District Manager of the District to execute and accept certain documents on behalf of the District and it is customary for certain documents to be transmitted via electronic means endorsed with electronic signatures; and

WHEREAS, consistent with Chapter 688, Florida Statutes, the District is responsible for adopting and implementing control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of business transactions conducted using electronic commerce; and

WHEREAS, the District Board of Supervisors finds that it is in the best interest of the District to enact a policy pertaining to the use and receipt of electronic signatures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. The Board hereby establishes and adopts the “Electronic Signature Policy,” as follows:

ELECTRONIC SIGNATURE POLICY

PURPOSE: The purpose of this policy is to establish and identify the criteria and requirements for the use and validation of electronic signatures on documents on behalf of and for District business in accordance with Chapter 688, Florida Statutes, “Electronic Signature Act”.

DEFINITIONS:

Electronic means technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

Electronic record means a record created, generated, sent, communicated, received, or stored by electronic means.

Electronic signature means any letters, characters, or symbols, manifested by electronic or similar means, or logically associated with a record and that is executed or adopted with the intent to sign the record.

Electronic transaction means a transaction that is conducted or performed, in whole or in part, by electronic means or electronic records.

Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and that is retrievable in perceivable form.

POLICY: This policy applies to any Electronic transaction that is a replacement for or complement to handwritten signatures on any record of or for the District, including, but not limited to, contracts, agreements, official minutes, bids, proposals and resolutions. Any Electronic record or Electronic signature may not be denied legal effect or enforceability solely because the record or signature is in electronic form. This policy does not limit the District’s right or option to require original signatures or Records in a non-electronic format as the District deems necessary or as required by applicable policies, laws or regulations.

PROCEDURE: When a document containing an Electronic signature is signed, transmitted and received the following requirements must be met:

1. The Electronic signature must establish sender/user authenticity. The electronic signing of a document by an individual must be accompanied by documentation that shows that the signer is the individual signing the document and the individual that has the authority to bind the entity entering into an agreement or contract with the District.

2. If a document has been modified or changed, the prior Electronic signature is invalid and said document requires another Electronic signature or shall be signed by hand. This is to prevent any issue that a document has been changed after it is signed.

3. The District Manager, or his or her designee, has the authority and responsibility for approval of any Electronic signature method utilized and shall be responsible for the

implementation of control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of District business transactions conducted using electronic methods.

4. The Electronic signature shall include the entire name of the individual and shall be located on or near the signature block on the document being electronically signed.

5. The date of the Electronic signature must be captured, stored, and available for retrieval for the required retention period of the document executed.

6. The Electronic record must be transmitted to all parties in a format acceptable to the District Manager, or his or her designee.

Section 3. The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 5. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st Day Of November, 2025.

**RANCHO GRANDE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chairman/Vice Chairman

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the **Rancho Grande** 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, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with Section 668.50, Florida Statutes, and Section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 21st day of November 2025.

ATTEST:

**RANCHO GRANDE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary / Assistant Secretary

Print name: _____
Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS) (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

RESOLUTION 2026-10

A RESOLUTION OF THE RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE INTERLOCAL ACCESS AGREEMENT FOR LOCAL GOVERNMENT PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE; APPROVING SAME; PROVIDING FOR AUTHORIZED SIGNATORIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of the District has found that cost of publishing advertisements and public notices of the District on the Miami-Dade County website (legalads.miamidade.gov) (the "County Designated Website") is a lower cost alternative to the cost of publishing advertisements and public notices in print in a newspaper.

WHEREAS, pursuant to Sections 50.011 and 50.0311, Florida Statutes, the Board of Supervisors is authorized and desires to publish certain advertisements and public notices of the District on the County Designated Website;

WHEREAS, at its meeting on **Friday November 21, 2025**, the Board approved the Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website (the "ILA") between the District and Miami-Dade County, Florida (the "County"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Board has authorized _____, as Chair of the Board of Supervisors of the District, or, in the alternative, _____, as Vice-Chair of the Board of Supervisors of the District, to execute the ILA and any other documents related to the ILA; and

WHEREAS, the District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including, but not limited to, the publication of advertisements and public notices on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT, THAT;

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board of Supervisors.

Section 2. That _____, as Chair of the Board of Supervisors of the District, or, in the alternative, _____, as Vice-Chair of the Board of Supervisors, are authorized, on behalf of the District, to execute the ILA and any other documents related thereto, on behalf of the District.

Section 3. The District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including but not limited to the publication of advertisements and public notices on behalf of the District.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF November, 2025.

ATTEST:

**RANCHO GRANDE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair / Vice-Chair, Board of Supervisors

Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

This Interlocal Agreement (“Agreement”) is made and entered into by and between Miami-Dade County, Florida (“County”), a political subdivision of the State of Florida, and Rancho Grande Community Development District, a municipality, other unit of local government or other political subdivision in the State of Florida (“Local Government”). The parties to this agreement are solely the County and the Local Government (each a “Party,” and collectively the “Parties”).

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that “[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper”; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County’s designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government’s use of the County’s publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

Requirements”). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government’s use of the Website, and any County administrative staff time required to facilitate Local Government’s use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

Rancho Grande Community Development District
5385 N Nob Hill Road, Sunrise, FL 33351
c/o Jennifer McConnell

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

___ day of _____, 20__

LOCAL GOVERNMENT

Rancho Grande Community Development District

ATTEST:

By: _____
Chair / Vice Chair

Secretary / Assistant Secretary

Print Name

___ day of _____, 20__

Approved as to form
and legal sufficiency:



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Rancho Grande CDD (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



Memorandum

To: Board of Supervisors

From: District Management

Date: November 21, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2025 legislative session. Starting on October 1, 2025, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2026), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:

Goals, Objectives and Annual Reporting Form

Rancho Grande Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

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

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

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

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

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

Achieved: Yes No

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

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

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

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

Achieved: Yes No

Goal 3.2: Financial Reports

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

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

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

Achieved: Yes No

Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes No

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Rancho Grande Community Development District

District Manager: _____

Date: _____

Print Name: _____

Rancho Grande Community Development District

October 9, 2025

Board of Supervisors of the Rancho Grande
Community Development District
Governmental Management Services – South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351
Attn: Juliana Duque

Re: Rancho Grande Community Development District
Special Assessment Bonds, Series 2025

Dear Board of Supervisors:

Greenberg Traurig, P.A. would be pleased to serve as Bond Counsel to the Rancho Grande Community Development District (the “District”) in connection with the above-referenced proposed special assessment bond issue (the “Bonds”) to be issued to finance certain public infrastructure improvements (herein, the “Project”) and the costs of issuance of the Bonds.

We would propose to perform all of the services customarily performed by bond counsel, including necessary tax analysis in connection with the issuance of the above-referenced Bonds under a master trust indenture and one or more supplemental trust indentures (which we shall prepare), the preparation of all bond resolutions, the drafting of all closing papers, the delivery of our tax opinion to the investors, providing assistance in the preparation of a preliminary and final limited offering memorandum and the validation of the Bonds. For our services, we would propose a legal fee of \$58,000 per issue. We would like to point out that our Firm will provide an unqualified tax opinion subject to additional tax diligence in light of the Villages TAM. We would also assist District Counsel in the validation of the Bonds. In addition, we would review all required assessment proceedings prepared by District Counsel or the District Manager.

We will also seek reimbursement of our reasonable documented expenses; such fees and expenses payable at, and contingent upon, the closing of the Bond issue (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fees assume that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors.

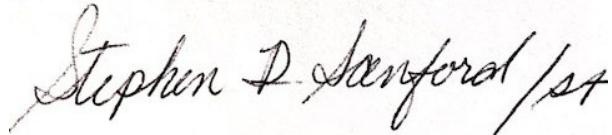
If for any reason the District is unable to complete its financing or shall abandon issuing the Bonds utilizing special assessment bonds to finance the costs of the Project, our proposed bond counsel fee would be payable in the amount described below on or before the close of calendar year 2025. Such amount due would be equal to our normal hourly rates, discounted by 10%, plus our reasonable documented out-of-pocket expenses. In all cases, if we were to be paid under such formula, our total fee for services provided as bond counsel would not exceed \$58,000 per issue. We presume that under that scenario, where there are no bond proceeds available to pay our fees, payment would be made from general fund moneys of the District or moneys provided by the primary landowner/developer.

If our fee quote is acceptable to you, please indicate by signing below and return the same to me.

If you have any questions, please feel free to give me a call. We look forward to the opportunity to work with you on this financing.

Very truly yours,

GREENBERG TRAURIG, P.A.

A handwritten signature in black ink that reads "Stephen D. Sanford /st". The signature is written in a cursive style.

Stephen D. Sanford
Shareholder

Agreed and Accepted:

RANCHO GRANDE COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

699925580v1

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

November 12, 2025

Rancho Grande Community Development District
c/o Governmental Management Services – South Florida, LLC
5385 North Nob Hill Road
Sunrise, Florida 33351
Attn: Mr. Richard Hans

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr Hans:

Thank you for the opportunity to work with the Rancho Grande Community Development District (the “Issuer”) regarding the underwriting of the Issuer’s Special Assessment Bonds, Series 2026 and future series of bonds (the “Bonds”). The Issuer and FMSbonds, Inc. (“FMS”), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS’s role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the “Notice”). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

RANCHO GRANDE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 **Terms and Conditions:**

1. Underwriter Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds’). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.


If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

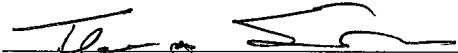
FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

I, the undersigned, am an officer or representative of FMSbonds, Inc. and attest that FMSbonds, Inc. does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

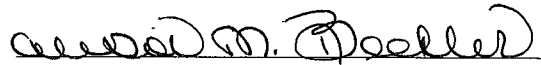
FMSbonds, Inc.

By: 
Print Name: _____
Print Title: _____

STATE OF Florida
COUNTY OF Miami-Dade

**Theodore A. Swinarski
Senior Vice President-Trading
FMSbonds, Inc.**

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 7 day of August, 2024, by Theodore Swinarski, as SVP-Trading of FMSbonds, Inc., a Florida corporation, who is personally known to me, or produced _____ as identification.

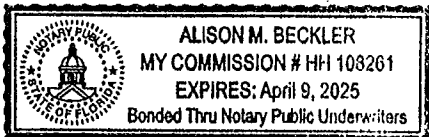


Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name: Alison M. Beckler

My commission expires: 4-9-25





Global Corporate Trust
 500 West Cypress Creek Road, Suite 460
 Fort Lauderdale, Florida 33309

October 28, 2025

Juliana Duque
 Governmental Management Services – South Florida, LLC
 5385 North Nob Hill Road
 Sunrise, Florida 33351

Re: Rancho Grande Community Development District
 Special Assessment and/or Capital Improvement Bonds

Ms. Duque:

Thank you for the opportunity to provide our services to Rancho Grande Community Development District. This letter will confirm U.S. Bank Trust Company’s proposed fee structure for the referenced District (per Series):

Acceptance Fee	\$2,400
Closing Expenses	\$150 (Not to Exceed, Remote Closing)
Annual Trustee, Paying Agent & Registrar Fee (0.033% of Bonds O/S, Min \$4,350 & Max \$8,250)	\$4,350 (Est.)
Pivot (Online document access and reporting)	Waived
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
Trustee Counsel Fee	\$6,250 (Not to Exceed)

Extraordinary Administration Services (“EAS”) are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and which may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee’s or agent’s EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for EAS fees and expenses at the prevailing market rate. This proposal and the fees detailed herein are subject in all aspects to U.S. Bank’s review and acceptance of the final financing documents which set forth our duties and responsibilities. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the terms and conditions set forth herein, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related expenses will be billed to the client directly.

All fees and expenses are payable in advance. Again, thank you for the opportunity to provide our services to the District and the District’s professional team. Please contact me at 954.938.2476 if you have any questions or need any additional information.

Sincerely,

Scott A. Schuhle

Scott A. Schuhle, Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and other relevant documentation from individuals claiming authority to represent the entity.