



Verano Center & #2-5
Community Development Districts

<http://www.veranocentercdd.com>

<http://www.Verano2cdd.com>

<http://www.Verano3cdd.com>

<http://www.Verano4cdd.com>

<http://www.Verano5cdd.com>

John Csapo, Chairman

Robert Fromm, Vice Chairman

Scott Morton, Assistant Secretary

Wayne Soojan, Assistant Secretary

October 17, 2019

Verano Center & #2-5 Community Development Districts

5385 N. Nob Hill Road, Sunrise, Florida 33351
Phone: 954-721-8681 - Fax: 954-721-9202

October 10, 2019

**Board of Supervisors
Verano Center & #2-5
Community Development Districts**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Verano Center & #2-5 Community Development Districts** will be held on **October 17, 2019 at 10:00 a.m. at the Verano Social Clubhouse, 10291 S.W. Visconti Way, Port St. Lucie, Florida 34986**. Following is a copy of the advance agenda:

1. Roll Call
2. Organizational Matters
 - A. Acceptance of Resignation Letter from Mr. Richard Covell
 - B. Consideration of Appointment of Supervisor to Unexpired Term of Office (11/2022)
 - C. Oath of Office for Newly Appointed Supervisor
 - D. Election of Officers
3. Approval of the Minutes of the July 18, 2019 Meeting

Verano Center CDD

4. Consideration of **Resolution #2020-01** Amending the Fiscal Year 2019 General Fund Budget
5. Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2019

Verano #2 CDD

6. Consideration of Engagement Letter with Berger, Toombs, Elam, Gaines, & Frank to perform the Audit for Fiscal Year Ending September 30, 2019

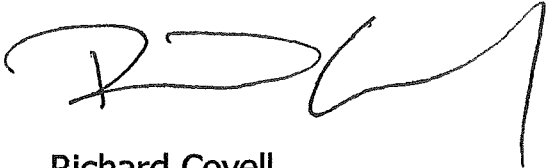
(All Districts)

7. Staff Reports
 - A. Attorney – Consideration of Proposed Amended and Restated Interlocal Agreement with the City of Port St. Lucie for Stormwater Maintenance Fees within the CDDs
 - B. Engineer
 - C. Manager
8. Financial Reports
 - A. Check Run Summary
 - 1) Verano Center
 - 2) Verano #2
 - 3) Verano #3
 - 4) Verano #4
 - 5) Verano #5
 - B. Combined Balance Sheet and Income Statement
 - 1) Verano Center
 - 2) Verano #2
 - 3) Verano #3
 - 4) Verano #4
 - 5) Verano #5
9. Supervisors Requests and Audience Comments
10. Adjournment

Meetings are open to the public and maybe continued to a time, date and place certain. For more information regarding these CDD please visit their websites: <http://veranocentercdd.com>, <http://www.verano2cdd.com>, <http://www.verano3.com>; <http://www.verano4cdd.com>; <http://www.verano5cdd.com>

July 19, 2019

I, Richard Covell, wish to resign from the Verano Center CDD Board of Supervisors, effective: July 19, 2019.

A handwritten signature in black ink, appearing to be 'R Covell', with a large, stylized 'C' and a long horizontal stroke.

Richard Covell

**MINUTES OF JOINT MEETING
VERANO CENTER
AND
VERANO #2 THROUGH #5
COMMUNITY DEVELOPMENT DISTRICTS**

The joint meeting of the Board of Supervisors of the Verano Center Community Development District and Verano #2 through #5 Community Development Districts was held on July 18, 2019 at 10:00 a.m. at the Verano Social Clubhouse, 10291 S. W. Visconti Way, Port St. Lucie, Florida.

Present and constituting a quorum were:

Robert Fromm
Scott Morton
Wayne Soojan

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Rich Hans
Dan Harrell
Amy Eason
Malcolm Joy

District Manager
District Counsel
District Engineer
Kolter Homes

FIRST ORDER OF BUSINESS

**Oath of Office for Newly Appointed
Supervisors Elected at the
Landowners Meeting held November
15, 2018 – Seat #4 & Seat #5**

SECOND ORDER OF BUSINESS

Roll Call

Mr. Hans called the meeting to order, called the roll, gave Mr. Soojan the oath of office in order to have a quorum, and briefly went over the new Board member documents.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the April
18, 2019 Meeting**

Mr. Hans presented the minutes from the April 18, 2019 meeting, asked for any comments, corrections, additions and deletions, and upon not hearing any, asked for a motion to approve the minutes.

On MOTION by Mr. Fromm seconded by Mr. Soojan with all in favor the Minutes of the April 18, 2019 Meeting were approved.
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Verano Center CDD

FOURTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2020 Budget

A. Motion to Open the Public Hearing

Mr. Hans asked for a motion to open the public hearing for Verano Center.

On MOTION by Mr. Morton seconded by Mr. Fromm with all in favor the Verano Center CDD public hearing was opened.

B. Public Comment and Discussion

C. Consideration of Resolution #2019-05 Adopting the Final Budget

Mr. Hans indicated there was no one from the public in attendance and presented the budget and Resolution #2019-05 Adopting the Final Budget.

On MOTION by Mr. Fromm seconded by Mr. Morton with all in favor Resolution #2019-05 Adopting the Final Budget was approved.

D. Motion to Close the Public Hearing

Mr. Hans asked for a motion to close the public hearing for Verano Center CDD.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the Verano Center CDD public hearing was closed.

FIFTH ORDER OF BUSINESS

Appointment of Audit Selection Committee

Mr. Hans explained that the CDD needed to go through the Audit Selection Committee process every few years and asked the Board to appoint itself as the Audit Selection Committee.

On MOTION by Mr. Fromm seconded by Mr. Soojan with all in favor the Verano Center CDD Board was appointed as the Audit Selection Committee.

Audit Selection Committee Meeting

A. Opening the Audit Selection Committee Meeting

B. Roll Call

Mr. Hans opened the Audit Selection Committee Meeting and indicated Mr. Fromm, Mr. Morton, and Mr. Soojan were present.

C. Ratification of Criteria for Evaluation

Mr. Hans briefly went over the criteria for evaluation and asked the Audit Selection Committee to ratify it.

On MOTION by Mr. Fromm seconded by Mr. Morton with all in favor the criteria for evaluation was ratified.

D. Ratification of RFP

Mr. Hans indicated that staff had already advertised a request for proposals, and requested a motion ratifying staff's actions to obtain the RFPs.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor staff's actions to obtain the RFP were ratified.

E. Ranking of Respondents to the RFP

Mr. Hans explained that only one proposal had been received and the committee could accept it, or staff could re-advertise to try to get more respondents.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the respondents to the RFP were ranked as-follows:
1) Grau & Associates.

F. Adjournment

Mr. Hans asked for a motion to adjourn the Audit Selection Committee Meeting.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the Audit Selection Committee Meeting was adjourned.

SIXTH ORDER OF BUSINESS

Selection of Audit Firms

Mr. Hans indicated the Audit Selection Committee's ranking of Grau & Associates as the #1 choice and asked if the Board agreed with the rankings to accept them so staff could negotiate an agreement.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the Audit Selection Committee's ranking of Grau & Associates as the #1 choice was accepted and appropriate District officials were authorized to execute the agreement.

Verano #2 CDD

SEVENTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2020 Budget

A. Motion to Open the Public Hearing

Mr. Hans asked for a motion to open the public hearing for the Verano #2 CDD.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the public hearing for Verano #2 CDD was opened.

B. Public Comment and Discussion

C. Consideration of Resolution #2019-07 Annual Appropriation Resolution

Mr. Hans indicated no one from the public was in attendance, presented the budget and Resolution #2019-07 Annual Appropriation Resolution, asked for any comments, and upon not hearing any, asked for a motion to approve Resolution #2019-07.

On MOTION by Mr. Soojan seconded by Mr. Morton with all in favor Resolution #2019-07 Annual Appropriation Resolution was approved.

D. Consideration of Resolution #2019-08 Levy of Non Ad Valorem Assessments

Mr. Hans presented Resolution #2019-08 Levy of Non Ad Valorem Assessments, asked for any comments, and upon not hearing any, asked for a motion to approve it.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor Resolution #2019-08 Levy of Non Ad Valorem Assessments was approved.

E. Motion to Close the Public Hearing

Mr. Hans asked for a motion to close the public hearing for the Verano #2 CDD.

On MOTION by Mr. Fromm seconded by Mr. Soojan with all in favor the public hearing for Verano #2 CDD was closed.

EIGHTH ORDER OF BUSINESS

**Acceptance of Audit for Fiscal Year
Ending September 30, 2018**

Mr. Hans presented the audit for fiscal year ending September 30, 2018, indicated it was a clean audit, and asked for a motion to accept it.

On MOTION by Mr. Fromm seconded by Mr. Morton with all in favor the audit for fiscal year ending September 30, 2018 was accepted.

NINTH ORDER OF BUSINESS

**Consideration of Resolution
#2019-09 Authorizing Expansion
of Boundaries**

Mr. Hans presented Resolution #2019-09 Authorizing Expansion of Boundaries.

Mr. Fromm explained it would annex a three acre parcel into the CDD.

On MOTION by Mr. Fromm seconded by Mr. Morton with all in favor Resolution #2019-09 Authorizing Expansion of Boundaries was approved.

Verano #3-5 CDD

TENTH ORDER OF BUSINESS

**Public Hearing to Adopt the Fiscal
Year 2020 Budget**

A. Motion to Open the Public Hearing

Mr. Hans asked for a motion to open the public hearing for Verano #3-5 CDDs.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the public hearing for Verano #3-5 CDDs was opened.

B. Public Comment and Discussion

C. Consideration of Resolution #2019-06 Adopting the Final Budget

Mr. Hans indicated that there was no one from the public at the meeting for comments and discussion, presented the budgets and Resolution #2019-06 Adopting the Verano #3 Final Budget, Resolution #2019-06 Adopting the Verano #4 Final Budget, and Resolution #2019-06 Adopting the Verano #5 Final Budget, and asked for a motion to approve all of them.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor Resolution #2019-06 Adopting the Verano #3 Final Budget, Resolution #2019-06 Adopting the Verano #4 Final Budget, and Resolution #2019-06 Adopting the Verano #5 Final Budget were approved.

D. Motion to Close the Public Hearing

Mr. Hans asked for a motion to close the public hearing for Verano #3-5 CDDs.

On MOTION by Mr. Fromm seconded by Mr. Morton with all in favor the public hearing for Verano #3-5 CDDs was closed.

(All Districts)

ELEVENTH ORDER OF BUSINESS

Staff Reports

**A. Attorney – Discussion of Memorandum No. 19-02 and Consideration of
Proposed Supplement to Interlocal Agreement**

Mr. Harrell explained the Board would be authorizing execution of the supplement to the interlocal agreement with the tax collector and property appraiser that was required in order for the District to use the uniform method of collection for the assessments. Due to the shift of administrative responsibilities from Center to CDD #5, the agreement needed to be supplemented to recognize that.

On MOTION by Mr. Fromm seconded by Mr. Morton with all in favor proposed supplement to the interlocal agreement was approved.

B. Engineer

There not being any report, the next item followed.

C. Manager

1) Number of Registered Voters in the District – 0

Mr. Hans indicated there no registered voters in any of the CDDs.

2) Discussion of Proposed Fiscal Year 2020 Meeting Schedule

Mr. Hans presented the proposed fiscal year 2020 meeting schedule and asked for a motion to approve it if Board was okay with the same schedule as the current fiscal year.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the proposed fiscal year 2020 meeting schedule was approved as-presented.

3) Discussion of Financial Disclosure Report from the Commission on Ethics

Mr. Hans reminded the Board members with outstanding forms to file them soon.

TWELFTH ORDER OF BUSINESS

Financial Reports

A. Check Run Summary – Verano Center

Mr. Hans presented the check run summary for Verano Center, asked for any comments, and upon not hearing any, asked for a motion to approve it.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the check run summary was approved.

B. Combined Balance Sheet and Income Statement

1) Verano Center

2) Verano #2

3) Verano #3

4) Verano #4

5) Verano #5

Mr. Hans presented the combined balance sheets and income statements for all of the CDDs, asked for any comments, and upon not hearing any, asked for a motion to approve them.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the combined balance sheets and income statements were approved.

**THIRTEENTH ORDER OF BUSINESS Supervisors Requests and
Audience Comments**

Mr. Hans asked if there were any Supervisors requests.

Mr. Fromm briefly discussed the developer wanting to enter into a contract for the water, sewer, and roads, and assign the contract to the District, and asked if the Board would need to authorize everything once the bid responses were received.

Mr. Harrell suggested carving out the material purchases separately by the CDD might make more sense to achieve the sales tax savings.

FOURTEENTH ORDER OF BUSINESS Adjournment

Mr. Hans asked if there was any further District business to discuss, and upon not hearing any asked for a motion to adjourn the meeting.

On MOTION by Mr. Morton seconded by Mr. Soojan with all in favor the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2020-01

WHEREAS, the Board, hereinafter referred to as the "Board", of the Verano Center Community Development District, hereinafter referred to as "District", adopted a General Fund Budget for fiscal year 2019, and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT TO THE FOLLOWING:

1. The General Fund Budget is hereby amended in accordance with Exhibit "A" attached.
2. This resolution shall become effective this 17th day of October, 2019 be reflected in the monthly and fiscal Year End 9/30/19 Financial Statements and Audit Report of the District.

Verano Center Community Development District

by: _____
Chairman

Attest:

by: _____

Verano Center
Community Development District
General Fund
Budget Amendment FY2019
Exhibit A

Description	Actual Thru 9/30/2019	Adopted Budget FY 2019	Proposed Increase/ (Decrease)	Amended Budget FY 2019
Revenues				
Maintenance Assessments - Tax Roll ⁽¹⁾	\$119,068	\$124,324	(\$5,256)	\$119,068
Maintenance Assessments - Verano #1 - Direct ⁽²⁾	\$30,508	\$24,576	\$5,932	\$30,508
Developer Assessments - Verano Center	\$21,224	\$21,224	\$0	\$21,224
Developer Assessments - Verano #2	\$32,150	\$32,150	\$0	\$32,150
Developer Assessments - Verano #2 - Pod C	\$0	\$409,569	(\$409,569)	\$0
Developer Assessments - Verano #3-5	\$10,500	\$10,500	\$0	\$10,500
Stormwater Rebate Fees	\$138,864	\$109,000	\$29,864	\$138,864
Unassigned Fund Balance	\$0	\$0	\$21,410	\$21,410
TOTAL REVENUES	\$352,315	\$731,343	(\$357,618)	\$373,725
Expenditures				
<u>Administrative</u>				
Engineering Fees	\$0	\$5,000	(\$5,000)	\$0
Attorney Fees	\$11,742	\$10,000	\$5,000	\$15,000
Annual Audit	\$4,400	\$5,000	(\$600)	\$4,400
Arbitrage	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0
Dissemination Agent	\$0	\$0	\$0	\$0
Management Fees	\$24,000	\$24,000	\$0	\$24,000
Website Compliance	\$500	\$500	\$0	\$500
Telephone	\$0	\$50	(\$50)	\$0
Postage	\$420	\$500	\$0	\$500
Printing & Binding	\$643	\$1,500	(\$800)	\$700
Insurance	\$12,203	\$13,423	(\$1,220)	\$12,203
Legal Advertising	\$1,060	\$1,300	(\$200)	\$1,100
Other Current Charges	\$535	\$500	\$100	\$600
Office Supplies	\$70	\$200	(\$100)	\$100
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175
Contingency	\$87	\$1,000	(\$178)	\$822
TOTAL ADMINISTRATIVE	\$55,835	\$63,148	(\$3,048)	\$60,100
<u>Maintenance:</u>				
Lake Maintenance	\$218,609	\$140,000	\$90,000	\$230,000
Landscape Maintenance	\$0	\$24,000	(\$24,000)	\$0
Contingency	\$0	\$10,000	(\$10,000)	\$0
Field Reserve	\$0	\$1,000	(\$1,000)	\$0
Water Sampling-BMAP	\$4,948	\$5,000	\$0	\$5,000
TOTAL MAINTENANCE	\$223,557	\$180,000	\$55,000	\$235,000
TOTAL EXPENDITURES	\$279,392	\$243,148	\$51,952	\$295,100
<u>Other Sources and Uses</u>				
Intergovernmental Transfer	(\$78,625)	(\$488,195)	\$409,570	(\$78,625)
Total other sources and uses	(\$78,625)	(\$488,195)	\$409,570	(\$78,625)
ASSIGNED FUND BALANCE	(\$5,703)	\$0	(\$0)	(\$0)



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

July 22, 2019

Board of Supervisors
Attn: Maggie Phillips
Verano Center Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Verano Center Community Development District, St. Lucie County, Florida (the "District") for the fiscal year ended September 30, 2019, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Verano Center Community Development District for the fiscal year ended September 30, 2019, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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

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

1. Management's discussion and analysis
2. Budgetary comparison schedule

Audit Objectives

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

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

Examination Objective

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

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

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

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

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Controls

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

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

Audit Procedures—Compliance

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

Audit Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.

If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,600 for the September 30, 2019 audit. The fees for the fiscal years 2020, 2021, 2022, and 2023 will not exceed \$3,700, \$3,800, \$3,900, and \$4,000, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Verano Center Community Development District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

September 20, 2019

District Manager
GMS – SF, LLC
5385 N Nob Hill Road
Sunrise, FL 33351

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Verano #2 Community Development District, which comprise governmental activities and each major fund for the General Fund as of and for the year ended September 30, 2019 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2019.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Verano #2 Community Development District
September 20, 2019
Page 2

In making our risk assessments, we consider internal control relevant to Verano #2 Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Verano #2 Community Development District and that are to be included as part of our audit are listed below:

1. General Fund



Verano #2 Community Development District
September 20, 2019
Page 3

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

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

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

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

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Verano #2 Community Development District
September 20, 2019
Page 4

Management is responsible for identifying and ensuring that Verano #2 Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

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

Verano #2 Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Verano #2 Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Verano #2 Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Verano #2 Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Verano #2 Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the Verano #2 Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Verano #2 Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.



Verano #2 Community Development District
September 20, 2019
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Indhira Araujo. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

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

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter will not exceed \$3,435 for the year ended September 30, 2019. This fee is contingent upon the financial records and accounting systems of Verano #2 Community Development District being "audit ready". If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

In the event we are requested or authorized by Verano #2 Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Verano #2 Community Development District, Verano #2 Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Verano #2 Community Development District
September 20, 2019
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Verano #2 Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Verano #2 Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Verano #2 Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

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

Reporting

We will issue a written report upon completion of our audit of Verano #2 Community Development District's financial statements. Our report will be addressed to the Board of Verano #2 Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Verano #2 Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Verano #2 Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants P.C.

Verano #2 Community Development District
September 20, 2019
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

System Review Report

To the Directors

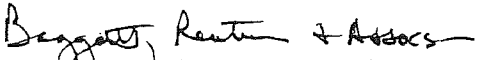
November 2, 2016

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

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards and audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.


Baggett, Reutimann & Associates, CPAs, PA

(BERGER_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
DATED SEPTEMBER 20, 2019**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

GMS-SF, LLC
5385 N NOB HILL ROAD
SUNRISE, FL 33351
TELEPHONE: 954-721-8681
EMAIL: _____

Auditor: J. W. Gaines

District: Verano #2
Community Development District

By:  _____

By: _____

Title: Director

Title: _____

Date: September 20, 2019

Date: _____

Law Offices
of
GONANO & HARRELL
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO
Board Certified Real Estate Lawyer
email: dgonano@gh-law.com

ALEXANDER D. GONANO
email: agonano@gh-law.com

TD BANK BUILDING
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950-5178
Telephone (772) 464 - 1032
Facsimile (772) 464 - 0282

DANIEL B. HARRELL
Board Certified In Education Law
email: dharrell@gh-law.com

VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 19-03

October 9, 2019

**MEMORANDUM TO MEMBERS OF THE BOARDS OF SUPERVISORS OF THE VERANO
COMMUNITY DEVELOPMENT DISTRICTS**

Re: Proposed Amended and Restated Interlocal Agreement with the City of Port St.
Lucie—Stormwater Maintenance within the Verano Community Development
Districts

G&H File No. 1733-001

In 2006, the Verano Center Community Development District entered an Interlocal Agreement with the City of Port St. Lucie whereby the Center District, for itself and the other Verano CDDs, assumed responsibility for operation and maintenance of that portion of the City's stormwater system located within the boundaries of Verano. The agreement also provided for the sharing by the City of a portion (75 percent) of the City's stormwater fees collected on properties located within the Verano CDDs.

Since entry into the 2006 agreement, several changes have occurred that affect the relationship between the parties. Firstly, the Administration District for the Verano CDDs has been changed from the Center District to District #5. Secondly, the boundaries of the Verano CDDs have expanded to include certain additional property within District #2 and a further addition to that District is forthcoming. Attached is a proposed Restated Interlocal Agreement with the City that, if approved by the City Council and the Boards of Supervisors, would (a) replace the Center District with District #5 as the District responsible for all CDD functions (see Section 2 on pages 3-4), (b) provide for the automatic inclusion of any additional properties subsequently incorporated into the boundaries of the Verano Districts (see Section 2.a on page 3), and (c) provide for the automatic substitution of another Verano District as the responsible District upon any subsequent re-designation of the Administration District (See Section 5 on pages 6-7).

By copy of this memorandum to the District Manager, I respectfully request that this matter be placed on the agendas of the Boards of Supervisors meetings scheduled for October 17, 2019. At that time, after receiving the recommendation of the District Manager, the Boards should determine whether to approve and authorize execution of an Amended and Restated Interlocal Agreement with the City in substantially the form that is attached.

Members, Boards of Supervisors
October 9, 2019
Page 2

Please advise if you have any question.



Daniel B. Harrell

DBH/mm

Attachment

cc: Mr. Richard Hans
Ms. Lisa Derryberry
Ms. Jennifer McConnell

This instrument prepared by (and return to):
Daniel B. Harrell
Gonano & Harrell
TD Bank Building
1600 S. Federal Highway, Suite 200
Fort Pierce, FL 34950-5194
(772) 464-1032 Ext. 1010

**AMENDED AND RESTATED INTERLOCAL AGREEMENT TO PROVIDE
MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM
FOR THE VERANO COMMUNITY DEVELOPMENT DISTRICTS**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Restated Stormwater Agreement") is entered into as of this ____ day of _____, 2019, by and between the City of Port St. Lucie ("City"), a municipal corporation of the State of Florida, and Verano #5 Community Development District ("District #5"), a community development district organized and existing under Chapter 190, Florida Statutes, and amends and restates in its entirety that certain Interlocal Agreement to Provide Maintenance of Stormwater Management System for Verano Community Development Districts dated October 9, 2006, and recorded in Official Records Book 2682, Pages 2441-2450, of the Public Records of St. Lucie County, Florida ("Original Stormwater Agreement"). Each of the other Districts (as defined below) joins this Restated Stormwater Agreement.

PRELIMINARY STATEMENT

A. Each of the Districts (District #5, together with Verano Center Community Development District ("Center District"), Verano #1 Community Development District ("District #1"), Verano #2 Community Development District ("District #2"), Verano #3 Community Development District ("District #3"), and Verano #4 Community Development District ("District #4")), was established by ordinance of the City for the purposes of planning, financing, constructing, operating, and maintaining certain infrastructure benefitting the lands within its respective boundaries, including but not limited to infrastructure to provide stormwater management.

B. The lands within the boundaries of the Districts are contiguous or in close proximity to each other and are being developed as the mixed use development of regional impact and functionally interrelated community known as "Verano."

C. As authorized by Section 163.01, Florida Statutes, the Districts entered that certain District Interlocal Agreement dated November 17, 2005 ("Original District Interlocal Agreement"), pursuant to which the Districts delegated to the Center District the power and authority to act on behalf of all of the Districts to finance, acquire, construct, operate, and maintain Public Infrastructure (as defined in the Original District Interlocal Agreement") throughout the Verano community, including but not limited to stormwater management infrastructure.

D. To facilitate further the financing, construction, acquisition, operation, and maintenance of Public Infrastructure for Verano, and to better assure compliance with the development order pertaining to Verano as it relates to such infrastructure, the Districts subsequently entered into that certain Amended and Restated District Interlocal Agreement dated as of April 9, 2015, and recorded in Official Records Book 3733, Pages 2535-2556, of the Public Records of St. Lucie County,

Florida ("District Interlocal Agreement"), which amended and restated in its entirety the Original District Interlocal Agreement. The Districts have supplemented the District Interlocal Agreement by that certain First Supplement dated April 28, 2017, and recorded in Official Records Book 3990, Pages 2371-2371, of the Public Records of St. Lucie County, Florida.

E. Pursuant to the District Interlocal Agreement, the Districts initially delegated to the Center District, as the "Administration District," among other things, the power and authority to implement all matters relating to the operation and maintenance of the Public Infrastructure serving Verano.

F. The District Interlocal Agreement provides that a majority of the Districts may designate one of the Districts other than the Center District as the "Administration District." By Joint Resolution adopted on April 18, 2019 ("Joint Resolution"), the Districts designated District #5 as the Administration District, with full power and authority delegated to the Administration District as provided in the District Interlocal Agreement, with such designation taking effect on October 1, 2019.

G. To fund the cost of operating and maintaining a stormwater management system throughout its municipal limits ("City System"), the City has established by ordinance a stormwater utility fee that is levied upon real property benefitted by the City System ("Stormwater Fee").

H. The City collects Stormwater Fees using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments as set forth in Section 197.3632, Florida Statutes.

I. By the Original Stormwater Agreement, the Center District agreed to maintain and operate that portion of the City System lying within the boundaries of all of the Districts ("Verano System"), as described in Ordinance Nos. 05-17, 05-18, 05-19, 05-20, 05-21, and 05-22 enacted by the City and establishing the Districts (collectively, the "Verano Ordinances"), and to assume the City's responsibilities for maintaining and operating the Verano System, in exchange for a portion of the Stormwater Fees collected from assessable properties lying within the boundaries of all of the Districts, and the City agreed to share the funds so generated so long as all such shared funds ("Verano Stormwater Revenue") are used solely and exclusively for maintenance, construction, and administration of the Verano System and not for any other purpose.

J. In accordance with Section 190.012(1)(g), Florida Statutes, the District Interlocal Agreement, and the Joint Resolution, District #5 is authorized to exercise its special powers to operate and maintain Public Infrastructure, including infrastructure for stormwater management, for the benefit of the lands lying within the boundaries of all of the Districts.

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

NOW, THEREFORE, in consideration of the mutual advantages accruing to the parties, the City and District #5, joined by the Center District, District #1, District #2, District #3, and District #4, agree as follows:

1. Recitations; Authority.

- a. The recitations and findings set forth in the above Preliminary Statement are true and correct and are incorporated by reference.
- b. This Restated Stormwater Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.

2. District #5 Responsibilities.

a. District #5 shall be responsible for operating, maintaining, and administering the Verano System (that portion of the City System lying within the boundaries of all of the Districts, as such boundaries are described in the Verano Ordinances, and as may be amended from time to time), including but not limited to the following:

- (i) Maintaining swales, conveyance channels, and waterways to ensure proper functioning of the stormwater management system in accordance with the design criteria set forth within all South Florida Water Management District surface water management permits applicable to the Verano System ("Permits");
- (ii) Maintaining berms and drainage divides to assure structural integrity;
- (iii) Operating and maintaining stormwater control structures in accordance with the Permits, including managing allowable discharges from, and the storage of stormwater within, the Verano System;
- (iv) Analyzing and reporting water quality sampling as required by the Permits;
- (v) Managing wetlands and preserve areas for water quality enhancement purposes in accordance with the Permits;
- (vi) Complying with all water quality standards imposed by all applicable governmental bodies, agencies, and special districts having authority within the boundaries of the Districts; and
- (vii) Providing for the storage and conveyance of stormwater through the Verano System in accordance with the Permits.

b. District #5 shall have sole responsibility for maintaining the Verano System. The City shall have no responsibility for maintaining that portion of the City System lying within the boundaries of the Districts.

c. In the event additional stormwater management facilities must be constructed or improved outside the boundaries of the Districts in order to serve lands within the boundaries of the Districts, such facilities shall be constructed or improved by or under the direction of the City. All costs to construct or improve and thereafter maintain such facilities shall be the sole responsibility of District #5. The City shall have the right to deduct from the Verano Stormwater Revenue the costs to construct or improve and thereafter maintain such facilities upon the failure by District #5 to pay such costs following not less than thirty (30) days written notice detailing the basis for the amount due.

d. All Verano Stormwater Revenue received by District #5 pursuant to this Restated Stormwater Agreement shall be used solely and exclusively to fund, plan, finance, establish, acquire, improve, enlarge, maintain, construct, and administer the Verano System. Except as may be authorized by separate written approval of the City, District #5 shall not pledge, encumber, hypothecate, or otherwise use the Verano Stormwater Revenue as security for any indebtedness of District #5 or any of the other Districts.

e. To the extent permitted by law, District #5 shall indemnify, defend, save, and hold harmless the City, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of District #5, its elected officers, agents, servants, representatives, or employees, in the performance of this Agreement.

3. City Responsibilities.

a. In consideration of District #5 maintaining that portion of the City System lying within the boundaries of all of the Districts, the City agrees to pay to District #5 an amount of Verano Stormwater Revenue equal to seventy-five percent (75%) of the net Stormwater Fees collected by the City during such fiscal year from levies upon real property lying within the boundaries of all of the Districts. Payment shall be made annually, on or before the 15th day of each March, of those fees collected by the City by February 28th. After March 15th, payment shall be made monthly, as fees are collected by the City.

b. The City shall provide to District #5, by correspondence to the District Manager, a copy of all future amendments to the Stormwater Fee ordinance, and a copy of all resolutions modifying the level of the Stormwater fees per equivalent residential unit.

4. Miscellaneous Provisions.

a. Term. The term of this Restated Stormwater Agreement shall commence upon the effective date as defined in Section 4.1 and shall extend in perpetuity, provided, however, that either

party shall have the right to terminate this Restated Stormwater Agreement, with or without cause, by written notice provided not less than six (6) months prior to such termination.

b. Resolution of Disputes. Prior to initiating litigation regarding any dispute arising under this Restated Stormwater Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

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

To the City:

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

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

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

To District #5:

District Manager
Verano #5 Community Development District
Governmental Management Services—South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351

Daniel B. Harrell
Gonano & Harrell
1600 S. Fed. Hwy., Suite 200
Fort Pierce, Florida 34950

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

d. Entire Agreement; Amendment. This Restated Stormwater Agreement contains the entire agreement of the parties on the subjects addressed; supersedes all prior and contemporaneous communications, agreements, representations, and understandings, including but not limited to the Original Stormwater Agreement; and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Restated Stormwater Agreement shall be of any force or effect. No amendment to this Restated Stormwater Agreement shall be binding unless in writing, executed by both parties, and filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording as provided in Section 4.k.

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

f. Cooperation. Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Restated Stormwater Agreement and that no approval shall be unreasonably delayed or withheld.

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

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

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

j. Records. District #5 and the City shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by them in conjunction with this Agreement.

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

l. Effective Date. This Restated Stormwater Agreement shall be deemed effective as of the date of filing with the Clerk of the Circuit Court as provided in Section 4.k.

5. Assignment Upon Re-Designation of Administration District. In the event a majority of the Districts designate one of the other Districts as the "Administration District" within the

meaning of the District Interlocal Agreement, then as provided in the District Interlocal Agreement such other District designated as the "Administration District" shall automatically be deemed to have assumed all of the rights and obligations of District #5 as the "Administration District," including all rights and obligations arising under this Restated Stormwater Agreement. Within seven (7) business days of any such designation, District #5 and such other District designated as the "Administration District" shall provide to the City a copy of the written instrument executed on behalf of a majority of the Districts and making such designation.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Restated Stormwater Agreement by their duly authorized officials on the dates stated below.

[Signatures on following pages]

Approved _____, 20__

ATTEST:

CITY OF PORT ST. LUCIE, FLORIDA,
by its City Council

KAREN A. PHILLIPS
City Clerk

By: _____
GREGORY J. ORAVEC
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
James D. Stokes
Interim City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Gregory J. Oravec, as Mayor of the City of Port St. Lucie, Florida.
He:

☐ is personally known to me, or
☐ has produced _____ as identification.

[Notary Seal]

Notary Public-State of Florida
Print Name: _____
My commission expires: _____

* * *

Approved _____, 20__

ATTEST:

**VERANO #5 COMMUNITY
DEVELOPMENT DISTRICT**, by its
Board of Supervisors

Print Name: _____
Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
Daniel B. Harrell
Attorney for Verano #5 Community Development District

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as Chairman/Vice-Chairman of the Board of Supervisors of Verano #5 Community Development District. He/she:

☐ is personally known to me, or
☐ has produced _____ as identification.

[Notary Seal]

Notary Public-State of Florida
Print Name: _____
My commission expires: _____

* * *

ATTEST:

Print Name: _____
Secretary/Assistant Secretary

JOINED BY:

**VERANO CENTER COMMUNITY
DEVELOPMENT DISTRICT**, by its
Board of Supervisors

By: _____
Print Name: _____
Chairman/Vice-Chairman

ATTEST:

Print Name: _____
Secretary/Assistant Secretary

**VERANO #1 COMMUNITY
DEVELOPMENT DISTRICT**, by its
Board of Supervisors

By: _____
Print Name: _____
Chairman/Vice-Chairman

ATTEST:

Print Name: _____
Secretary/Assistant Secretary

**VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT**, by its
Board of Supervisors

By: _____
Print Name: _____
Chairman/Vice-Chairman

ATTEST:

Print Name: _____
Secretary/Assistant Secretary

**VERANO #3 COMMUNITY
DEVELOPMENT DISTRICT**, by its
Board of Supervisors

By: _____
Print Name: _____
Chairman/Vice-Chairman

ATTEST:

Print Name: _____
Secretary/Assistant Secretary

**VERANO #4 COMMUNITY
DEVELOPMENT DISTRICT**, by its
Board of Supervisors

By: _____
Print Name: _____
Chairman/Vice-Chairman

Verano Center
Community Development District

Check Run Summary

October 17, 2019

<u><i>Date</i></u>	<u><i>Check Numbers</i></u>	<u><i>Amount</i></u>
August 2, 2019	1160-1162	\$3,140.51
August 19, 2019	1163-1164	\$3,608.75
August 27, 2019	1165	\$28,048.00
September 6, 2019	1166-1168	\$4,854.47
September 13, 2019	1169	\$825.00
September 23, 2019	1170-1171	\$946.41
October 7, 2019	1172-1173	\$59,909.00
Total		\$101,332.14

VERANO CENTER- GENERAL FUND
BANK A VERANO CENTER CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
8/02/19	00052	7/29/19	732	201907 320-53800-46300			*	475.00		
				LAKES CLEAN UP 7/16-7/29						
		7/29/19	733	201907 320-53800-46302			*	350.00		
				LAKES CLEAN UP 7/16-7/29						
						CHARLES CLEANING SERVICES LLC			825.00	001160
8/02/19	00002	7/16/19	6-613-75	201907 310-51300-42000			*	119.24		
				DELIVERY THRU 7/12/19						
						FEDEX			119.24	001161
8/02/19	00001	8/01/19	176	201908 310-51300-34000			*	2,000.00		
				AUG 19- MGMT FEE						
		8/01/19	176	201908 310-51300-35100			*	41.67		
				AUG 19- WEBSITE ADMIN						
		8/01/19	176	201908 310-51300-42500			*	154.60		
				AUG 19- COPIES						
						GOVERNMENTAL MANAGEMENT SERVICES -			2,196.27	001162
8/19/19	00052	8/12/19	745	201908 320-53800-46300			*	475.00		
				LAKES CLEAN UP 7/29-8/12						
		8/12/19	746	201908 320-53800-46302			*	350.00		
				LAKES CLEAN UP 7/29-8/12						
						CHARLES CLEANING SERVICES LLC			825.00	001163
8/19/19	00003	7/31/19	1733-001	201907 310-51300-31500			*	2,783.75		
				LEGAL SV THRU 7/31/19						
						GONANO & HARRELL			2,783.75	001164
8/27/19	00043	8/18/19	379	201907 320-53800-46302			*	8,784.00		
				MOW 12 S LAKES 6/8-7/17						
		8/18/19	380	201907 320-53800-46300			*	1,800.00		
				TREAT LAKES N/S W ALGAE						
		8/18/19	380	201907 320-53800-46300			*	1,600.00		
				MOW PGA BUFFER 6/24-7/26						
		8/24/19	409	201908 320-53800-46300			*	9,882.00		
				MOW 18 LAKES 8/8-8/23						
		8/24/19	409	201908 320-53800-46300			*	675.00		
				MOW C24 CANAL 8/8-8/23						
		8/24/19	410	201908 320-53800-46302			*	5,307.00		
				MOW 13 LAKES 8/8-8/24						
						TREE WORLD TREE			28,048.00	001165
9/06/19	00052	7/02/19	706	201907 320-53800-46300			*	475.00		
				LAKES CLEAN UP 6/19-7/2						
		7/02/19	706	201907 320-53800-46300			*	350.00		
				ASS/INST SFWMD SIGNS						

MRC VERANO CENTER TCESSNA

VERANO CENTER-GENERAL FUND
BANK A VERANO CENTER CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		7/02/19	707	201907 320-53800-46302		*	350.00		
				LAKES CLEAN UP 6/19-7/2					
		8/26/19	757	201908 320-53800-46300		*	475.00		
				LAKES CLEAN UP 8/12-8/26					
		8/26/19	758	201908 320-53800-46302		*	350.00		
				LAKES CLEAN UP 8/12-8/26/					
					CHARLES CLEANING SERVICES LLC			2,000.00	001166
9/06/19	00001	9/01/19	177	201909 310-51300-34000		*	2,000.00		
				SEPT 19- MGMT FEE					
		9/01/19	177	201909 310-51300-35100		*	41.67		
				SEPT 19- WEBSITE ADMIN					
		9/01/19	177	201909 310-51300-42000		*	4.00		
				SEPT 19- POSTAGE					
		9/01/19	177	201909 310-51300-42500		*	73.80		
				SEPT 19- COPIES					
					GOVERNMENTAL MANAGEMENT SERVICES -			2,119.47	001167
9/06/19	00003	8/29/19	1733-001	201908 310-51300-31500		*	735.00		
				LEGAL SV THRU 8/29/19					
					GONANO & HARRELL			735.00	001168
9/13/19	00052	9/09/19	768	201909 320-53800-46300		*	475.00		
				LAKES CLEAN UP 8/27-9/9					
		9/09/19	769	201909 320-53800-46302		*	350.00		
				LAKES CLEAN UP 8/27-9/9					
					CHARLES CLEANING SERVICES LLC			825.00	001169
9/23/19	00052	9/23/19	785	201909 320-53800-46300		*	475.00		
				LAKES CLEAN UP 9/9-9/23					
		9/23/19	786	201909 320-53800-46302		*	350.00		
				LAKES CLEAN UP 9/9-9/23					
					CHARLES CLEANING SERVICES LLC			825.00	001170
9/23/19	00006	9/04/19	1314109	201909 310-51300-48000		*	121.41		
				NOTICE OF MEETINGS					
					TREASURE COAST NEWSPAPERS			121.41	001171
10/07/19	00052	10/07/19	805	201909 320-53800-46300		*	475.00		
				LAKES CLEAN UP 9/24-10/7					
		10/07/19	806	201909 320-53800-46302		*	350.00		
				LAKES CLEAN UP 9/24-10/7					
					CHARLES CLEANING SERVICES LLC			825.00	001172
10/07/19	00043	4/14/19	315	201904 320-53800-46302		*	2,099.00		
				MOW SOUTH LAKES					

MRC VERANO CENTER TCESSNA

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO INVOICE YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
		4/14/19	316 201904 320-53800-46300		*	3,296.00		
			MOW 17 LAKES/CANALS 4/6					
		5/27/19	352 201905 320-53800-46300		*	10,951.00		
			MOW 19 LAKES/CANAL MAY					
		5/27/19	353 201905 320-53800-46300		*	1,647.00		
			MOW 9 LAKES SOUTH SIDE					
		5/27/19	354 201905 320-53800-46300		*	960.00		
			MOW WEED PGA BUFFER					
		8/18/19	378 201907 320-53800-46300		*	24,633.00		
			MOW 18 LAKES/CANALS 7/26					
		8/24/19	400 201908 320-53800-46302		*	2,379.00		
			MOW 13 LAKES 8/2/19					
		10/01/19	415 201909 320-53800-46302		*	549.00		
			MOW 3 SOUTH LAKES 8/30/19					
		10/01/19	415 201909 320-53800-46302		*	2,379.00		
			MOW 13 SOUT LAKES 9/9/19					
		10/01/19	416 201909 320-53800-46300		*	10,191.00		
			MOW 16 LAKES/CANALS 9/13					
TREE WORLD TREE							59,084.00	001173
TOTAL FOR BANK A						101,332.14		
TOTAL FOR REGISTER						101,332.14		

MRC VERANO CENTER TCESSNA

Verano #2
Community Development District

Check Run Summary

October 17, 2019

<u><i>Date</i></u>	<u><i>Check Numbers</i></u>	<u><i>Amount</i></u>
August 2, 2019	93	\$1,583.33
September 6, 2019	94	\$1,583.33
Total		\$3,166.66

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/ COMPUTER CHECK REGISTER RUN 10/07/19

PAGE 1

*** CHECK DATES 07/27/2019 - 10/07/2019 ***

VERANO #2 CDD
BANK A VERANO #2 CDD

CHECK DATE	VEND#	INVOICE DATE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/02/19	00001	8/01/19 168	201908 310-51300-34000		*	1,333.33		
		AUG 19-	MGMT FEE					
		8/01/19 168	201908 310-51300-31300		*	208.33		
		AUG 19-	DI SSEMI NATION					
		8/01/19 168	201908 310-51300-35100		*	41.67		
		AUG 19-	WEBSITE ADMIN					
GOVERNMENTAL MANAGEMENT SERVICES -							1,583.33	000093
9/06/19	00001	9/01/19 169	201909 310-51300-34000		*	1,333.33		
		SEP 19-	MGMT FEE					
		9/01/19 169	201909 310-51300-31300		*	208.33		
		SEP 19-	DI SSEMI NATION					
		9/01/19 169	201909 310-51300-35100		*	41.67		
		SEP 19-	WEBSITE ADMIN					
GOVERNMENTAL MANAGEMENT SERVICES -							1,583.33	000094
TOTAL FOR BANK A						3,166.66		
TOTAL FOR REGISTER						3,166.66		

MR2 -- VERANO #2-- TCESSNA

Verano #3
Community Development District

Check Run Summary

October 17, 2019

<u><i>Date</i></u>	<u><i>Check Numbers</i></u>	<u><i>Amount</i></u>
August 2, 2019	90	\$250.00
September 5, 2019	91	\$250.00
Total		\$500.00

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/02/19	00001	8/01/19 168	201908 310-51300-34000		*	208.33		
		AUG 19- MGMT FEE						
		8/01/19 168	201908 310-51300-35100		*	41.67		
		AUG 19- WEBSITE ADMIN						
GOVERNMENTAL MANAGEMENT SERVICES -							250.00	000090
9/05/19	00001	9/01/19 169	201909 310-51300-34000		*	208.33		
		SEPT 19- MGMT FEES						
		9/01/19 169	201909 310-51300-35100		*	41.67		
		SEPT 19- WEBSITE ADMIN						
GOVERNMENTAL MANAGEMENT SERVICES -							250.00	000091
TOTAL FOR BANK A						500.00		
TOTAL FOR REGISTER						500.00		

Verano #4
Community Development District

Check Run Summary

October 17, 2019

<u>Date</u>	<u>Check Numbers</u>	<u>Amount</u>
August 2, 2019	90	\$250.00
September 6, 2019	91	\$250.00
Total		\$500.00

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
8/02/19	00001	8/01/19	166	201908 310-51300-34000		*	208.33		
			AUG 19-	MGMT FEE		*	41.67		
		8/01/19	166	201908 310-51300-35100		*			
			AUG 19-	WEBSITE ADMIN					
GOVERNMENTAL MANAGEMENT SERVICES- SF								250.00	000090
9/06/19	00001	9/01/19	167	201909 310-51300-34000		*	208.33		
			SEP 19-	MGMT FEE		*	41.67		
		9/01/19	167	201909 310-51300-35100		*			
			SEP 19-	WEBSITE ADMIN					
GOVERNMENTAL MANAGEMENT SERVICES- SF								250.00	000091
TOTAL FOR BANK A							500.00		
TOTAL FOR REGISTER							500.00		

Verano #5
Community Development District

Check Run Summary

October 17, 2019

<u>Date</u>	<u>Check Numbers</u>	<u>Amount</u>
August 2, 2019	89	\$250.00
September 6, 2019	90	\$250.00
Total		\$500.00

Verano Center
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
September 30, 2019

	<u>General</u>
<u>ASSETS:</u>	
Cash	\$127,370
TOTAL ASSETS	<u>\$127,370</u>
<u>LIABILITIES:</u>	
Accounts Payable	\$74,981
Deferred Revenues	\$36,682
TOTAL LIABILITIES	<u>\$111,662</u>
FUND BALANCES:	
Unassigned	\$15,707
TOTAL FUND BALANCES	<u>\$15,707</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$127,370</u>

Verano Center
COMMUNITY DEVELOPMENT DISTRICT
General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>Revenues</u>				
Maintenance Assessments - Tax Roll ⁽¹⁾	\$124,324	\$124,324	\$119,068	(\$5,256)
Maintenance Assessments - Verano #1 - Direct ⁽²⁾	\$24,576	\$24,576	\$30,508	\$5,932
Developer Assessments - Verano Center	\$21,224	\$21,224	\$21,224	\$0
Developer Assessments - Verano #2	\$32,150	\$32,150	\$32,150	\$0
Developer Assessments - Verano #2 - Pod C	\$409,569	\$409,569	\$0	(\$409,569)
Developer Assessments - Verano #3-5	\$10,500	\$10,500	\$10,500	\$0
Stormwater Rebate Fees	\$109,000	\$109,000	\$138,864	\$29,864
Total Revenues	\$731,343	\$731,343	\$352,315	(\$379,028)
<u>Expenditures</u>				
<u>Administrative</u>				
Engineering Fees	\$5,000	\$5,000	\$0	\$5,000
Attorney Fees	\$10,000	\$10,000	\$11,742	(\$1,742)
Annual Audit	\$5,000	\$5,000	\$4,400	\$600
Management Fees	\$24,000	\$24,000	\$24,000	\$0
Website Compliance	\$500	\$500	\$500	(\$0)
Telephone	\$50	\$50	\$0	\$50
Postage	\$500	\$500	\$420	\$80
Printing & Binding	\$1,500	\$1,500	\$643	(\$857)
Insurance	\$13,423	\$13,423	\$12,203	\$1,220
Legal Advertising	\$1,300	\$1,300	\$1,060	\$240
Other Current Charges	\$500	\$500	\$535	(\$35)
Office Supplies	\$200	\$200	\$70	\$130
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Contingency	\$1,000	\$1,000	\$87	\$914
Total Administrative	\$63,148	\$63,148	\$55,835	\$5,598
<u>Maintenance</u>				
Lake Maintenance	\$140,000	\$140,000	\$218,609	(\$78,609)
Landscape Maintenance	\$24,000	\$24,000	\$0	\$24,000
Contingency	\$10,000	\$10,000	\$0	\$10,000
Field Reserve	\$1,000	\$1,000	\$0	\$1,000
Water Sampling-BMAP	\$5,000	\$5,000	\$4,948	\$52
Total Maintenance	\$180,000	\$180,000	\$223,557	(\$43,557)
Total Expenditures	\$243,148	\$243,148	\$279,392	(\$37,959)
Excess (deficiency) of revenues over (under) expenditures	\$488,195	\$488,195	\$72,922	(\$416,987)

Verano Center
COMMUNITY DEVELOPMENT DISTRICT
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>Other Financing Sources/(Uses)</u>				
Intergovernmental Transfer	(\$488,195)	(\$488,195)	(\$78,625)	\$409,570
<i>Total Other Financing Sources/(Uses)</i>	<u>(\$488,195)</u>	<u>(\$488,195)</u>	<u>(\$78,625)</u>	<u>\$409,570</u>
Net change in fund balance	<u>\$0</u>	<u>\$0</u>	<u>(\$5,703)</u>	<u>(\$7,417)</u>
Fund Balance - Beginning	\$0		\$21,410	
Fund Balance - Ending	<u>\$0</u>		<u>\$15,707</u>	

⁽¹⁾ Tax Roll amount is grossed up 8% to cover early payment discount and County collection fees.

⁽²⁾ FY2019 assessments are being proposed as a net assessment rather than a gross assessment.
The assessment remains unchanged from prior year.

Verano #2

COMMUNITY DEVELOPMENT DISTRICT

COMBINED BALANCE SHEET

September 30, 2019

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS:				
Cash	\$5,995	---	---	\$5,995
Assessments Receivable	---	\$623,856	---	\$623,856
Investments Series 2017:				
Reserve - Pod A	---	\$178,184	---	\$178,184
Reserve - Pod B	---	\$140,580	---	\$140,580
Reserve - Pod C	---	\$325,032	---	\$325,032
Interest - Pod A	---	\$0	---	\$0
Interest - Pod B	---	\$0	---	\$0
Interest - Pod C	---	\$0	---	\$0
Revenue - Pod A	---	\$48,496	---	\$48,496
Revenue - Pod B	---	\$38,161	---	\$38,161
Revenue - Pod C	---	\$5,818	---	\$5,818
Capital Interest - Pod A	---	\$7	---	\$7
Capital Interest - Pod B	---	\$5	---	\$5
Capital Interest - Pod C	---	\$12	---	\$12
Prepayment - Pod B	---	\$0	---	\$0
Prepayment - Pod C	---	\$2,664	---	\$2,664
Construction - Pod A	---	---	\$20	\$20
Construction - Pod B	---	---	\$228	\$228
Construction - Pod C	---	---	\$2,183,727	\$2,183,727
TOTAL ASSETS	\$5,995	\$1,362,816	\$2,183,975	\$3,552,786
LIABILITIES:				
Deferred Revenue	\$6,097	\$49,675	---	\$55,772
Retainage Payable	---	---	\$249,110	\$249,110
TOTAL LIABILITIES	\$6,097	\$49,675	\$249,110	\$304,882
FUND BALANCES:				
Assigned for:				
Debt Service Fund	---	\$1,313,141	---	\$1,313,141
Capital Project Fund	---	---	\$1,934,865	\$1,934,865
Unassigned	(\$103)	---	---	(\$103)
TOTAL FUND BALANCES	(\$103)	\$1,313,141	\$1,934,865	\$3,247,903
TOTAL LIABILITIES & FUND BALANCES	\$5,995	\$1,362,816	\$2,183,975	\$3,552,786

Verano #2
COMMUNITY DEVELOPMENT DISTRICT
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>Revenues</u>				
Developer Assessment	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0
<u>Expenditures</u>				
<u>Administrative</u>				
Annual Audit	\$3,500	\$3,500	\$3,435	\$65
Arbitrage	\$600	\$600	\$0	\$600
Trustee Fees	\$8,450	\$8,450	\$9,105	(\$655)
Dissemination Agent	\$2,500	\$2,500	\$2,500	\$0
Management Fees	\$16,000	\$16,000	\$16,000	\$0
Other Current Charges	\$425	\$425	\$676	(\$251)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance	\$500	\$500	\$500	\$0
Total Administrative	\$32,150	\$32,150	\$32,391	(\$241)
<u>Field Maintenance</u>				
Field & Amenity Management	\$24,000	\$24,000	\$0	\$24,000
Electric	\$24,000	\$24,000	\$0	\$24,000
Lake Maintenance	\$24,000	\$24,000	\$0	\$24,000
Midge Control	\$8,000	\$8,000	\$0	\$8,000
Insurance	\$8,885	\$8,885	\$0	\$8,885
Landscape Maintenance	\$132,000	\$132,000	\$0	\$132,000
Entry & Walls Maintenance	\$4,000	\$4,000	\$0	\$4,000
Plant Replacement	\$12,000	\$12,000	\$0	\$12,000
Irrigation Maintenance	\$12,000	\$12,000	\$0	\$12,000
Street Sweeping	\$2,370	\$2,370	\$0	\$2,370
Contingency	\$6,857	\$6,857	\$0	\$6,857
<u>Amenity Center Maintenance</u>				
Clubhouse Maintenance	\$32,000	\$32,000	\$0	\$32,000
Insurance	\$24,000	\$24,000	\$0	\$24,000
Pool Maintenance	\$20,000	\$20,000	\$0	\$20,000
Water Utility Services	\$6,000	\$6,000	\$0	\$6,000
Electric Utility Services	\$30,000	\$30,000	\$0	\$30,000
Janitorial Services/Supplies	\$24,000	\$24,000	\$0	\$24,000
Telephone/Internet	\$3,600	\$3,600	\$0	\$3,600
Trash Collection	\$5,000	\$5,000	\$0	\$5,000
Contingency	\$6,857	\$6,857	\$0	\$6,857
Total Field Maintenance	\$409,569	\$409,569	\$0	\$409,569
Total Expenditures	\$441,719	\$441,719	\$32,391	\$409,328

Verano #2
COMMUNITY DEVELOPMENT DISTRICT
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
Excess (deficiency) of revenues over (under) expenditures	<u>(\$441,719)</u>	<u>(\$441,719)</u>	<u>(\$32,391)</u>	<u>\$409,328</u>
<u>Other Financing Sources/(Uses)</u>				
Intergovernmental Transfer	\$441,719	\$32,150	\$32,150	\$0
<i>Total Other Financing Sources/(Uses)</i>	<u>\$441,719</u>	<u>\$32,150</u>	<u>\$32,150</u>	<u>\$0</u>
Net change in fund balance	<u>\$0</u>	<u>(\$409,569)</u>	<u>(\$241)</u>	<u>\$409,328</u>
Fund Balance - Beginning	\$140		\$139	
Fund Balance - Ending	<u>\$140</u>		<u>(\$103)</u>	

Verano #2
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
Series 2017 Special Assessment Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>Revenues</u>				
Special Assessments - (Tax Roll)	\$1,016,622	\$1,016,622	\$0	(\$1,016,622)
Special Assessments - Pod A (Direct)	\$0	\$0	\$345,088	\$345,088
Special Assessments - Pod B (Direct)	\$0	\$0	\$272,304	\$272,304
Special Assessments - Pod C (Direct)	\$0	\$0	\$419,601	\$419,601
Special Assessments - Prepayments Pod C	\$0	\$0	\$62,312	\$62,312
Interest Income	\$0	\$0	\$15,898	\$15,898
Total Revenues	\$1,016,622	\$1,016,622	\$1,115,203	\$98,581
<u>Expenditures</u>				
<u>Series 2017 - Pod A</u>				
Interest - 11/01	\$126,172	\$126,172	\$126,172	\$0
Interest - 05/01	\$126,172	\$126,172	\$126,172	\$0
<u>Series 2017 - Pod B</u>				
Interest - 11/01	\$99,538	\$99,538	\$99,538	\$0
Interest - 05/01	\$99,538	\$99,538	\$99,538	\$0
<u>Series 2017 - Pod C</u>				
Interest - 11/01	\$156,800	\$156,800	\$156,800	\$0
Interest - 05/01	\$156,800	\$156,800	\$156,800	\$0
Interest - 08/01	\$0	\$0	\$744	(\$744)
Principal - 8/01	\$0	\$0	\$60,000	(\$60,000)
Total Expenditures	\$765,019	\$765,019	\$825,763	(\$60,744)
Excess (deficiency) of revenues over (under) expenditures	\$251,603	\$251,603	\$289,440	\$37,837
Net change in fund balance	\$251,603	\$251,603	\$289,440	\$37,837
Fund Balance - Beginning	\$396,658		\$1,023,701	
Fund Balance - Ending	\$648,261		\$1,313,141	

Verano #3
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
September 30, 2019

	<u>General Fund</u>
<u>ASSETS:</u>	
Cash	\$40
TOTAL ASSETS	<u>\$40</u>
<u>LIABILITIES:</u>	
Accounts Payable	\$0
TOTAL LIABILITIES	<u>\$0</u>
<u>FUND BALANCES:</u>	
Unassigned	\$40
TOTAL FUND BALANCES	<u>\$40</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$40</u>

Verano #3
COMMUNITY DEVELOPMENT DISTRICT
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>Revenues</u>				
Developer Assessment	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0
<u>Expenditures</u>				
<u>Administrative</u>				
Management Fees	\$2,500	\$2,500	\$2,500	\$0
Other Current Charges	\$425	\$425	\$424	\$1
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance	\$500	\$500	\$500	(\$0)
Total Administrative	\$3,600	\$3,600	\$3,599	\$1
Excess (deficiency) of revenues over (under) expenditures	(\$3,600)	(\$3,600)	(\$3,599)	\$1
<u>Other Financing Sources/(Uses)</u>				
Intergovernmental Transfer	\$3,500	\$3,500	\$3,500	\$0
Total Other Financing Sources/(Uses)	\$3,500	\$3,500	\$3,500	\$0
Net change in fund balance	(\$100)	(\$100)	(\$99)	\$1
Fund Balance - Beginning	\$140		\$139	
Fund Balance - Ending	\$40		\$40	

Verano #4
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
September 30, 2019

	<u>General Fund</u>
<u>ASSETS:</u>	
Cash	\$39
TOTAL ASSETS	<u>\$39</u>
<u>LIABILITIES:</u>	
Accounts Payable	\$0
TOTAL LIABILITIES	<u>\$0</u>
FUND BALANCES:	
Unassigned	\$39
TOTAL FUND BALANCES	<u>\$39</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$39</u>

Verano #4
COMMUNITY DEVELOPMENT DISTRICT
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>Revenues</u>				
Developer Assessment	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0
<u>Expenditures</u>				
<u>Administrative</u>				
Management Fees	\$2,500	\$2,500	\$2,500	\$0
Other Current Charges	\$425	\$425	\$424	\$1
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance	\$500	\$500	\$500	(\$0)
Total Administrative	\$3,600	\$3,600	\$3,599	\$1
Excess (deficiency) of revenues over (under) expenditures	(\$3,600)	(\$3,600)	(\$3,599)	\$1
<u>Other Financing Sources/(Uses)</u>				
Intergovernmental Transfer	\$3,500	\$3,500	\$3,500	\$0
Total Other Financing Sources/(Uses)	\$3,500	\$3,500	\$3,500	\$0
Net change in fund balance	(\$100)	(\$100)	(\$99)	\$1
Fund Balance - Beginning	\$140		\$139	
Fund Balance - Ending	\$40		\$39	

Verano #5
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
September 30, 2019

	<u>General Fund</u>
<u>ASSETS:</u>	
Cash	\$40
TOTAL ASSETS	<u>\$40</u>
<u>LIABILITIES:</u>	
Accounts Payable	\$0
TOTAL LIABILITIES	<u>\$0</u>
FUND BALANCES:	
Unassigned	\$40
TOTAL FUND BALANCES	<u>\$40</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$40</u>

Verano #5
COMMUNITY DEVELOPMENT DISTRICT
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<u>Revenues</u>				
Developer Assessment	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0
<u>Expenditures</u>				
<u>Administrative</u>				
Management Fees	\$2,500	\$2,500	\$2,500	\$0
Other Current Charges	\$425	\$425	\$424	\$1
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance	\$500	\$500	\$500	(\$0)
Total Administrative	\$3,600	\$3,600	\$3,599	\$1
Excess (deficiency) of revenues over (under) expenditures	(\$3,600)	(\$3,600)	(\$3,599)	\$1
<u>Other Financing Sources/(Uses)</u>				
Intergovernmental Transfer	\$3,500	\$3,500	\$3,500	\$0
Total Other Financing Sources/(Uses)	\$3,500	\$3,500	\$3,500	\$0
Net change in fund balance	(\$100)	(\$100)	(\$99)	\$1
Fund Balance - Beginning	\$140		\$139	
Fund Balance - Ending	\$40		\$40	