Palermo

Community Development District

Meeting Agenda
June 18, 2026

PFM Management Services LLC
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
Phone: (954) 658-4900

PALERMO
Community Development District

LOCATION: ***Offices of Lennar Homes***
10461 Six Mile Cypress
Palmetto, Florida 34221

DATE: ***June 18, 2026***

TIME: ***8:30 AM***

MEETING AGENDA

Board of Supervisors
Scott Edwards, Chairman
Dalton Drake, Vice-Chairman
Matthew Masters, Assistant Secretary
Diana Murray, Assistant Secretary

James P. Ward, District Manager
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
wardj@pfm.com
Phone: (954) 658-4900

The Public is provided with two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes unless further time is granted by the Presiding Officer. All remarks shall be addressed to the Board as a body and not to any member of the Board or staff. Please state your name and the name of the entity represented (if applicable) and the item on the agenda to be addressed.

Pursuant to Florida Statutes 286.0105, if a person decided to appeal any decision made by the body with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

Meeting Link: https://pfmcdd.webex.com/pfmcdd/j.php?MTID=maa8b6193bcb3ac7d098592ed69dcce22
- ✓ Phone: (844) 621-3956 Code: 2531 150 5562; Event Password: Jpward

JUNE, 2026

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AGENDA

1. Call to Order & Roll Call.

2. Consideration of **Resolution 2026-7**, a Resolution of the Board of the Supervisors declaring a vacancy in Seat (1) on the Board of Supervisors recognizing the untimely Death of its esteemed Member and Assistant Secretary, Zane Zeidan, on Wednesday, May 27, 2026; declaring a vacancy in Seat (1) on the Board of Supervisors; Appointing an Individual to Fill the Vacancy in Seat (1) on the Board of Supervisors Pursuant to Section 190.006(4) Florida Statutes; Providing for Severability, Conflicts and an Effective Date.
   I. Appointment of individual to fill Seat (1).
   II. Oath of Office.
   III. Guide to the Sunshine Law and Code of Ethics for Public Employees.
   IV. Sample of E-filed Form 1 – Statement of Financial Interests.

   Pages 7-48

3. Consideration of **Resolution 2026-8**, A Resolution of the Board of Supervisors Re-Designating the Officers of the Palermo Development District.

   Pages 49-50

4. Minutes:
   I. April 16, 2026 – Regular Meeting.

   Pages 51-55

5. Consideration of **Resolution 2026-9,** a Resolution of the Board of Supervisors Approving the Agreements with PFM Management Services LLC, and PFM Financial Advisors LLC; Authorizing the Chairperson to Execute the Agreements; Providing General Authorization; and Addressing Conflicts, Severability, and an Effective Date.

   Pages 56-109

6. Consideration of **Resolution 2026-10,** a Resolution of the Board of Supervisors Establishing Policies and Procedures Relating to the Review of Requests for Fence Encroachments into Drainage Easements Dedicated to the District; and Providing for Severability, Conflicts and an Effective Date.

   Pages 110-123

7. Staff Reports.
   I. District Attorney
   II. District Engineer
   III. District Manager
      a) Supervisor of Elections Qualified Elector Report dated April 15, 2026.
      b) ***Important Meeting Dates for Balance of Fiscal Year 2026:***
         - June/July – Look for Commission on Ethics Email (Form 1 Financial Disclosure).
         - NEXT MEETING: **Thursday, July 16, 2026** – Regular Meeting.
      c) Financial Report for the period ending April 30, 2026 (unaudited).

d) Financial Report for the period ending May 31, 2026 (unaudited).

Pages 124-147

8. Supervisors' Requests.

9. Public Comments.

These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.

10. Adjournment.

Meeting Schedule–FY 2026

Thursday, October 16, 2025	**Thursday, November 20, 2025**
Thursday, December 18, 2025	**Thursday, January 15, 2026**
Thursday, February 19, 2026	**Thursday, March 19, 2026**
Thursday, April 16, 2026	**Thursday, May 21, 2026**
Thursday, June 18, 2026	**Thursday, July 16, 2026**
Thursday, August 20, 2026	**Thursday, September 17, 2026**

AGENDA

This portion of the agenda is provided for a more comprehensive explanation of the items for consideration by the Board of Supervisors during the meeting.

Item 2: The next item is consideration of **Resolution 2026-7,** a Resolution of the Board of the Supervisors recognizing the untimely Death of its esteemed Member and Assistant Secretary, Zane Zeidan, on Wednesday, May 27, 2026; declaring a vacancy in Seat (1) on the Board of Supervisors; Appointing an Individual to Fill the Vacancy in Seat (1) on the Board of Supervisors pursuant to Section 190.006(4) Florida Statutes.

The District's Charter, Chapter 190 Florida Statutes provides the mechanism for which to replace a member after a vacancy has been declared. Essentially, the remaining members, by majority vote of the Board of Supervisors have the sole responsibility for filling the unexpired term of office of the resigning member. Once the Board appoints an individual to fill the seat, Mr. Ward will make arrangements to swear those individuals into office.

The newly appointed Board Member must file a Form 1 – Statement of Financial Interests, which must be filed with the Florida Commission on Ethics within thirty (30) days of being seated on this Board.

Additionally, if the newly appointed Board member currently sits as a member of any other Community Development District Board, they must amend their current Form 1 – Statement of Financial Interests to now include the Palermo Community Development District. The amended form must be filed with the Florida Commission on Ethics within thirty (30) days of being seated on this Board of Supervisors.

Item 3: **Resolution 2026-8**, a Resolution of the Board of Supervisors re-designating the officers of the Palermo Community Development District. Below are the existing officers for the District:

OFFICE	NAME OF OFFICE HOLDER
CHAIRPERSON	SCOTT EDWARDS
VICE-CHAIRPERSON	DALTON DRAKE
ASSISTANT SECRETARY	MATTHEW MASTERS
ASSISTANT SECRETARY	DIANA MURRAY
ASSISTANT SECRETARY	VACANT
SECRETARY & TREASURER	JAMES P. WARD

Item 4: Minutes – April 16, 2026 – Public Hearing and Regular Meeting.

AGENDA

Item 5: **Resolution 2026-9**, a Resolution of the Board of Supervisors Approving the agreements with PFM Management Services LLC, and PFM Financial Advisors LLC; Authorizing the Chairperson to Execute the Agreements; Providing General Authorization; and Addressing Conflicts and an Effective Date.

Item 6: **Resolution 2026-10,** a Resolution of the Board of Supervisors Establishing Policies and Procedures Relating to the Review of Requests for Fence Encroachments into Drainage Easements Dedicated to the District; and Providing for Severability, Conflicts and an Effective Date.

Item 7: Staff Reports: Staff Reports are an opportunity to communicate to the Board of Supervisors on matters that did not require Board action or that did not appear on the Agenda and the Professional Staff deemed this to be of a matter that was to be brought to the attention for action or informational purposes of the Board of Supervisors before the ensuing Board of Supervisors Meeting.

RESOLUTION 2026-7

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING THE UNTIMELY DEATH OF ITS ESTEEMED MEMBER AND ASSISTANT SECRETARY, ZANE ZEIDAN, ON WEDNESDAY, MAY 27, 2026; DECLARING A VACANCY IN SEAT (1) ON THE BOARD OF SUPERVISORS; APPOINTING AN INDIVIDUAL TO FILL THE VACANCY IN SEAT (1) ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(4), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Palermo Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors (the "Board") recognizes the untimely death of its esteemed member and Assistant Secretary, Zane Zeidan, on Wednesday, May 27, 2026; and

WHEREAS, as a result of the same, in accordance with Section 190.006(4), Florida Statutes, the Board declares a vacancy in Seat One (1), formerly held by Supervisor Zane Zeidan; and

WHEREAS, pursuant to applicable law, the Board of Supervisors is required to fill a vacancy created on the Board to fill the vacancy in Seat One (1) for the remainder of the unexpired term.; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution appointing an individual meeting the requirements of Chapter 190, Florida Statutes Individual to fill the vacancy in Seat #4.

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

SECTION 1. DECLARATION OF VACANCY. Seat One (1) on the Board is hereby declared vacant as of Wednesday, May 27, 2026.

SECTION 2. APPOINTMENT TO FILL VACANCY. The following person is hereby appointed to fill Seat One (1) for the remainder of the unexpired term: _____

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears

that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Palermo Community Development District, Lee County, Florida, this 18th day of June 2026.

ATTEST:

_____
James P. Ward, Secretary

PALERMO COMMUNITY DEVELOPMENT DISTRICT

_____
Scott Edwards, Chairman

OATH OR AFFIRMATION OF OFFICE

I, _____, a citizen of the State of Florida and of the United States of America, and being an officer of the **Palermo Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Palermo Community Development District**, Lee County, Florida.

_____
Signature

Printed Name:_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) before me by means of ☐ Physical presence or ☐ online notarization this ___ day of _____, 2026, by _____, whose signature appears hereinabove, ☐who is personally known to me or ☐who produced _____ as identification.

_____
NOTARY PUBLIC
STATE OF FLORIDA

Print Name:_____

My Commission Expires:_____

FLORIDA COMMISSION ON ETHICS

GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2026

State of Florida
COMMISSION ON ETHICS

Jon M. Philipson, Chair
Tampa

Joseph Oglesby, Vice Chair
Tallahassee

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Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;

- Prepares mailing lists of public officials subject to financial disclosure for use in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. Prohibited Actions or Conduct

1. Stolen Valor

A candidate, an elected public officer, an appointed public officer, or a public employee may not, for the **purpose of material gain**, knowingly misrepresent their military service or a decoration, medal title, honor, awarded qualification or military occupational specialty from the Armed Forces of the United States.

Candidates, elected public officers, appointed public officers, and public employees are also prohibited, for the purpose of material gain, from knowingly making false statements or misrepresenting active service in the Armed Forces of the United States during a wartime era, regardless of whether there was a declared war, or service in combat operations in a warzone, including misrepresentations or false statement of being a prisoner of war.

A candidate elected public officer, appointed public officer or a public employee may not, for the purpose of material gain, wear the uniform or any medal or insignia authorized for use by members or veterans of the Armed Forces of the United States that he or she is not authorized to wear.

2. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from soliciting any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly accepting a gift worth more than $100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than $100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

3. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

4. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from **corruptly** using or attempting to use their official positions or the resources thereof to obtain a **special privilege or benefit** for themselves or others. [Sec. 112.313(6), Fla. Stat.]

5. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

6. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

7. Solicitation or Acceptance of Honoraria

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to $5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. Prohibited Employment and Business Relationships

1. Doing Business With One's Agency

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. Conflicting Employment or Contractual Relationship

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed $500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. Additional Exemptions

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way

in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. Legislators Lobbying State Agencies

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. Additional Lobbying Restrictions for Certain Public Officers and Employees

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. Employees Holding Office

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. Professional and Occupational Licensing Board Members

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. Contractual Services: Prohibited Employment

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. Local Government Attorneys

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. Dual Public Employment

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. Restrictions on Appointing, Employing and Contracting with Relatives

1. Anti-Nepotism Law

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. Additional Restrictions

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a

relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. Standards of Conduct for Officers and Employees of Entities Serving as Chief Administrative Officers of Political Subdivisions

The officers, directors, and chief executive officer of a business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any employee of that business entity who is acting as the chief administrative or executive officer or employee of the political subdivision, are public officers and employees subject to the following standards of conduct:

i. Section 112.313, and their "agency" is the political subdivision. However, the contract allowing the business entity to serve as the chief executive or administrative officer of the political subdivision is not deemed to violate the prohibitions against doing business with one's own agency [Sec. 112.313(3), Fla. Stat.] and conflicting employment and contractual relationships [Sec. 112.313(7)(a), Fla. Stat.];
ii. The Form 1 financial disclosure requirement for "local officers" [Sec. 112.3145, Fla. Stat.];
iii. And the Form 9 and the Form 10 gift disclosure requirements for "reporting individuals" [Secs. 112.3148 & 112.3149, Fla. Stat.]. [Sec. 112.3136, Fla. Stat.]

E. Post Office Holding and Employment (Revolving Door) Restrictions

1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions,

unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. 6-Year Lobbying Ban

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a

department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. Additional Restrictions on Former State Employees

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. Lobbying by Former Local Government Officers and Employees

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and

employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

F. Voting Conflicts of Interest

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

G. Disclosures

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding $35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a

political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding $35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 or a verification of filing in EFDMS together with and at the same time they file their qualifying papers. Candidates for City Council or Mayor must file a Form 6 or a verification of filing in EFDMS.[1]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. FORM 1F - Final Form 1 Limited Financial Disclosure

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures are published and searchable by name or organization on the Commission's website.

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. FORM 2 - Quarterly Client Disclosure

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

[1] During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures are published and searchable by name or organization on the Commission's website.

4. FORM 6 - Full and Public Disclosure

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices;[1] the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over $1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth.

In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

[1] During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

CANDIDATES must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. FORM 6F - Final Form 6 Full and Public Disclosure

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics no later than the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than $100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than $100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The

officer or employee then must disclose this information by filing a statement by July 1 that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. The statements are filed with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year. The statements are filed with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than $100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between $25 and $100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to

any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS).[1] Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

[1] During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed $20,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed $20,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed $20,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to $5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between $25 and $100, may be penalized by a fine of not more than $5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined $50 per day per report for each day the report is late, up to a maximum fine of $5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of $25 for each day late the form is filed after September 1, up to a maximum penalty of $1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

The Commission must undertake an investigation of a public officer or employee who accrues the $1,500 maximum fine and currently holds their filing position to determine if the failure to file was willful. If the Commission finds a willful failure to file, the only penalty that can be recommended, by law, is removal.

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and

all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:

www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission may only investigate complaints based on personal knowledge or information other than hearsay. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website at www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt. Amendments to complaints must be received within 60 days of the original complaint.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. During the first stage, the Commission must also determine whether the allegation(s) in the complaint are based on personal knowledge or information other than hearsay. If the complaint is found not to be legally sufficient or the allegations are not based on personal knowledge or infomation other than hearsy, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

If the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing

information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), commissioners of community development districts, and local officer of an independent special district are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

Community Development District

MEMO

District Manager: James P. Ward
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308
Phone: 954.658.4900
Email: Wardj@pfm.com

To: **Board of Supervisors**
From: **James P. Ward**
Date: **June 1, 2026**
Re: **Commission on Ethics Electronic Financial Disclosure Management System (EFDMS), Financial Disclosure Forms and Required Ethics Training**

Filing A Form 1

To access the Electronic Financial Disclosure Management System ("EFDMS"), visit the login page (https://disclosure.floridaethics.gov/Account/Login) and watch the instructional video for directions on how to register/confirm registration.

If you have filed a Form 1 before, click "I am a Filer" and follow the prompts.

Instructions, FAQs, and tutorials are available from the dashboard within EFDMS. Additional E-filing assistance is available Monday - Friday from 8:00 a.m. until 5:00 p.m. EST by contacting the Commission directly (850) 488-7864.

Chrome, Edge, or Firefox are the recommended browsers to use in the EFDMS website. If you are not using one of these browsers, you will be able to access the site, but the pages may not display or function as designed. The use of a mobile device for completing a form in EFDMS is strongly discouraged.

Ethics Training Requirements:

Pursuant to Section 112.3142, *Florida Statutes*, all Supervisors of a Community Development District organized and existing under the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, are required to complete four (4) hours of ethics training each calendar year. The four (4) hours of Ethics Training shall be allocated amongst the following categories:

- two (2) hours of ethics law,
- one (1) hour of Sunshine Law; and
- one (1) hour of Public Records law

Supervisors will report their 2026 training when they fill out their Form 1 (Statements of Financial Interests) for the year 2027 by checking a box confirming that they have completed the annual Ethics Training.

Please note that the four (4) hours of the Ethics Training do not have to be completed all at once. *ETHICS TRAINING IS REQUIRED TO BE COMPLETED BY DECEMBER 31, 2026 FOR THE FORM 1 THAT IS FILED IN 2027*.

It is highly recommended that you keep a record of all ethics training used to satisfy the Ethics Training requirements. At present, there is no need to submit a certificate or letter of completion of Ethics Training. However, the Florida Commission on Ethics ("COE") advises that Supervisors maintain a record in the event they are asked to provide proof of completion of all Ethics Training.

Additionally, you may be solicited by a private organization (Florida Association of Special Districts) – to take their Ethics Training Course on their platform for which there is a fee. **You are NOT required to use their services nor pay the fees they charge.** There are several free online resources and links to resources that Supervisors might find helpful, including free training for the two (2) hour ethics portion and links to outside training(s) which can be used to satisfy the other categories of the Ethics Training. **You may take training from any source you choose**.

General Resource: Florida Commission on Ethics – Training – Ethics (state.fl.us)

1. **Free Training Programs:**

   Ethics law – The COE provides several free training videos (audio/visual or audio only) covering specific ethics law topics. Please note that two (hours" in the category of ethics law are required annually. Pursuant to CEO 13-15, "hours" may be measured in fifty (50) minute increments so you should ensure you satisfactorily complete sufficient programs to satisfy the two-hour ethics requirement if choosing a combination of training videos listed below.

   a. **State Ethics Laws for Constitutional Officers & Elected Municipal Officers:**
   Note: Google Chrome web browser will not open – use another web browser.
   Video Tutorial

   b. **Office of the Attorney General offers training on Sunshine Law and Public Records Law (22-page presentation – no audio):**
   23-page presentation – no audio

   c. **Office of the Attorney General 2-hour Audio-only Presentation regarding Public Meetings and Public Records Law:**
   Audio presentation – no video

   d. Ethics law, Sunshine law, and Public Records law – The Florida League of Cities offers a free four-hour online course which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. Registration is required for this class; however, there is no registration fee.
   FLC Mandated Ethics Workshop

2. Other Training Programs

a. **Florida State University's Florida Institute of Government** offers a "4-Hour Ethics Course" which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. The registration fee is $79.00.

- 4-Hour Ethics Course

b. **Florida Ethics Institute (FEI)** offers a 4-hour Florida Ethics & Open Government Master Class satisfies the state's annual ethics training requirement mandated by the Code of Ethics for Public Officers and Employees and applicable to elected municipal officers, constitution officers, and others. In accordance with the legal mandate the training consists of two hours of Ethics Law (covering Florida's ethics laws and Art. II, s. 8, Fla. Const.), one hour of Sunshine Law (Ch. 286, F.S.), and one hour of Public Records Law (Ch. 119, F.S.) education. The cost is $75.00.

- www.floridaethics.org/courses/florida-ethics-law-4-hour-course

2025 Form 1 Instructions Statement of Financial Interests

Notice

The annual Statement of Financial Interests is due July 1. If the annual form is not submitted via the electronic filing system created and maintained by the Commission by September 1, an automatic fine of $25 for each day late will be imposed, up to a maximum penalty of $1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding $20,000. [s. 112.317, F.S.]

Instructions for Completing and Filing Form 1 Statement of Financial Interests

WHEN TO FILE: ***Initially***, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2025.

WHO MUST FILE FORM 1:

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent;

community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding $35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding $35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website.Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[112.3145(3)(b)1, F.S]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded $2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

If disclosure of a primary source of income will place you in violation of confidentiality or privilege pursuant to law or rules governing attorneys, you may write "Legal Client" in each of the disclosure fields without providing any further information.

Examples:

- If you were employed by a company that manufactures computers and received more than $2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded $2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded $2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than $2,500. Do not aggregate all of your investment income.
- If more than $2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than $2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than $5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

If disclosure of a secondary source of income will place you in violation of confidentiality or privilege pursuant to law or rules governing attorneys, you should disclose the name of the business entity for which your ownership and gross income exceeded the two thresholds above, and then write "Legal Client" in the remaining disclosure fields without providing any further information.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than $5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by its market value for ad valorem tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than $10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than $10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officer of an independent special district, including any person appointed to fill a vacancy on an elected independent special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

CE FORM 1 - Effective: January 1, 2026

Incorporated by reference in Rules 34-8.001 and 34-8.202, F.A.C

RESOLUTION 2026-8

A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Palermo Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida, and:

WHEREAS, pursuant to Chapter 190.006, *Florida Statutes*, the Board of Supervisors ("**Board**") shall organize by election of its members as Chairperson and by directing a Secretary, and such other officers as the Board may deem necessary; and

WHEREAS, the Board of Supervisors of the Palermo Community Development District desire to appoint the below recited person(s) to the offices specified.

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

SECTION 1. DESIGNATION OF OFFICERS OF THE DISTRICT. The following persons are hereby appointed to the offices shown.

OFFICE	NAME OF OFFICE HOLDER
CHAIRPERSON	SCOTT EDWARDS
VICE-CHAIRPERSON	DALTON DRAKE
ASSISTANT SECRETARY	MATTHEW MASTERS
ASSISTANT SECRETARY	DIANA MURRAY
ASSISTANT SECRETARY	VACANT
SECRETARY & TREASURER	JAMES P. WARD

SECTION 2. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 3. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 4. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Palermo Community Development District, Lee County, Florida, this 18th day of June 2026.

ATTEST:

PALERMO
COMMUNITY DEVELOPMENT DISTRICT

James P. Ward, Secretary

Scott Edwards, Chairperson

MINUTES OF MEETING
PALERMO
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Palermo Community Development District was held on Thursday, April 16, 2026 at the offices of Lennar Homes, LLC, 10461 Six Mile Cypress Parkway, Fort Myers, Florida 33966. It began at 8:30 a.m. and was presided over by Mr. Scott Edwards, Chairperson, and James P. Ward as Secretary.

Present:

Scott Edwards	Chairperson
Dalton Drake	Vice Chairperson
Diana Murray	Assistant Secretary

Absent:

Zane Zeidan	Assistant Secretary
Matthew Masters	Assistant Secretary

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Counsel

Audience:

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes. Portions of these minutes may be transcribed in verbatim.

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Ward called the meeting to order at approximately 8:30 a.m. He conducted roll call; all Members of the Board were present, with the exception of Supervisor Zeidan and Supervisor Masters, constituting a quorum.

SECOND ORDER OF BUSINESS **Notice of Advertisement**

Notice of Advertisement of Public Hearing and Regular Meeting

THIRD ORDER OF BUSINESS **Consideration of Minutes**

January 15, 2026 – Regular Meeting Minutes

Mr. Ward asked if there were any additions, corrections, or deletions to the Minutes; hearing none, he called for a motion.

DRAFT

On MOTION made by Dalton Drake, seconded by Diana Murray, and with all in favor, the January 15, 2026 Regular Meeting Minutes were approved.

FOURTH ORDER OF BUSINESS FISCAL YEAR 2027 BUDGET

Mr. Ward noted the first public hearing was for adoption of the budget itself; the second public hearing was for imposition of the assessment rate.

I. Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Scott Edwards, seconded by Dalton Drake, and with all in favor, the Public Hearing was opened.

Mr. Ward asked if there were any members of the public present in person, or on audio or video with questions regarding the Fiscal Year 2027 budget; there were none. There were no members of the public present in person. He called for a motion to close the public hearing.

On MOTION made by Scott Edwards, seconded by Diana Murray, and with all in favor, the Public Hearing was closed.

II. Board Comment

Mr. Ward asked if there were any Board questions; there were none.

III. Consideration of Resolution 2026-3, a resolution of the Board of Supervisors adopting the Annual Appropriation and Budget for Fiscal Year 2027

Mr. Ward called for a motion to approve the budget beginning October 1, 2026 and ending on September 30, 2027.

On MOTION made by Scott Edwards, seconded by Dalton Drake, and with all in favor, Resolution 2026-3 was adopted, and the Chair was authorized to sign.

b) FISCAL YEAR 2027 IMPOSING SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE

Mr. Ward indicated this public hearing set into place the assessment rates and certified an assessment roll.

I. Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Scott Edwards, seconded by Diana Murray, and with all in favor, the Public Hearing was opened.

Mr. Ward asked if there were any members of the public present in person, or on audio or video with questions; there were none. There were no members of the public present in person. He called for a motion to close the public hearing.

On MOTION made by Scott Edwards, seconded by Diana Murray, and with all in favor, the Public Hearing was closed.

II. Board Comment

Mr. Ward noted Resolution 2026-4 set the assessment rate for the general fund and adopted an assessment roll. He asked if there were any questions; there were none.

III. Consideration of Resolution 2026-4, a resolution of the Board of Supervisors imposing special assessments, and certifying an assessment roll

Mr. Ward called for a motion.

On MOTION made by Scott Edwards, seconded by Diana Murray, and with all in favor, Resolution 2026-4 was adopted, and the Chair was authorized to sign.

FIFTH ORDER OF BUSINESS Consideration of Resolution 2026-5

Consideration of Resolution 2026-5, a resolution of the Board of Supervisors designating dates, time, and location for regular meetings of the Board of Supervisors for Fiscal Year 2027

Mr. Ward noted the meeting dates would be the third Thursday of each month at 10:00 a.m. at the offices of Lennar Homes. He noted the Resolution did not bind the Board to the use of these dates; it simply set the dates, time, and location; the dates, time or location could be changed and readvertised at the discretion of the Board. He asked if there were any questions.

On MOTION made by Dalton Drake, seconded by Diana Murray, and with all in favor, Resolution 2026-5 was adopted, and the Chair was authorized to sign.

DRAFT

SIXTH ORDER OF BUSINESS Consideration of Resolution 2026-6

Consideration of Resolution 2026-6, a Resolution of the Board of Supervisors of Palermo Community Development District Implementing Section 190.006(3), Florida Statutes, and Requesting the Lee County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

Mr. Ward discussed Resolution 2026-6: *there is a requirement in Section 190.006(3) that we adopt a resolution that permits the Lee County Supervisor of Elections to conduct your general elections. We will be transitioning two of the seats this year to qualified electors: Dalton Drake and Scott Edwards. The way the statute works is the qualifying period is June 8 through June 12 of this year. Anyone who is residing within the community, a resident of the State of Florida and a registered voter here in Lee County can qualify for those two seats, and then they will go to general election in November. To the extent that no one qualifies for the two seats, then in November after the election period, the Board can appoint two qualified electors to fill the seats.* He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Scott Edwards, seconded by Diana Murray, and with all in favor, Resolution 2026-6 was adopted, and the Chair was authorized to sign.

SEVENTH ORDER OF BUSINESS Staff Reports

I. District Attorney

Mr. Greg Urbancic reported one bill passed in legislative session which changed the limited waiver of sovereign immunity caps from $200,000 dollars and $300,000 dollars to $350,000 dollars and $500,000 dollars, so there might be a small increase in insurance over time.

II. District Engineer

No report.

III. District Manager

a) Important Meeting Dates for Fiscal Year 2026:
- **Candidate Qualifying Period: June 8, 2026 – June 12, 2026, (Seats 3 and 4)**

b) Financial Statements for period ending January 31, 2026 (unaudited)
c) Financial Statements for period ending February 28, 2026 (unaudited)
d) Financial Statements for period ending March 31, 2026 (unaudited)

Mr. Ward stated his firm has been sold to PFM Financial Management and Advisory Services. He indicated he was staying with PFM and would continue on as the Palermo District Manager. He stated he would transfer his agreements to PFM over the next few months, but there would be no changes in services, no changes to his team, and no changes in fees.

EIGHTH ORDER OF BUSINESS Supervisor's Requests

Mr. Ward asked if there were any Supervisor's requests; there were none.

NINTH ORDER OF BUSINESS Public Comments

Mr. Ward noted there were no members of the public present.

TENTH ORDER OF BUSINESS Adjournment

Mr. Ward adjourned the meeting at approximately 8:40 a.m.

On MOTION made by Dalton Drake, seconded by Diana Murray, and with all in favor, the Meeting was adjourned.

Palermo Community Development District

_____ _____

James P. Ward, Secretary Scott Edwards, Chairperson

DRAFT

RESOLUTION 2026-9

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT APPROVING THE AGREEMENTS WITH PFM MANAGEMENT SERVICES LLC, AND PFM FINANCIAL ADVISORS LLC; AUTHORIZING THE CHAIRPERSON TO EXECUTE THE AGREEMENTS; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Palermo Community Development District ("**District**") is a local unit of special-purpose government creating and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") has previously entered into that certain District Management Services Agreement, effective as of January 24, 2013 ("Agreement") between the District and J P Ward and Associates LLC, attached hereto as **Exhibit A,** for District Management Services; and

WHEREAS, effective as of May 1, 2026, JP Ward and Associates LLC, has been acquired by PFM Management Services LLC; and

WHEREAS, the District desires to approve the District Management Agreement with PFM Management Services LLC, attached hereto as **Exhibit B**, and the Financial Advisory Contract with PFM Financial Advisors LLC, Attached hereto as **Exhibit C**; and

WHEREAS, the District desires to authorize the Chairperson, in connection with the recommendation of District Staff, to finalize, and execute the District Management Agreement and the Financial Advisory Contract on the District's behalf.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. FINDINGS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. EXECUTION OF AGREEMENT AND CONTRACT. The Chairperson is authorized to execute the District Management Agreement and the Financial Advisory Contract at a time to be determined by the Chairperson.

SECTION 3. CONFLICTS. If any provision of this Resolution is held to be in conflict with another resolution of the District, the resolutions shall be read to harmony to the extent possible, and, otherwise, the terms of this Resolution shall control with respect to the subject matter addressed herein.

SECTION 4. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Palermo Community Development District, Lee County, Florida, this 18th day of June 2026.

ATTEST:

_____
James P. Ward, Secretary

PALERMO COMMUNITY DEVELOPMENT DISTRICT

_____
Scott Edwards, Chairman

Exhibit A: J P Ward and Associates LLC District Management Services Agreement
Exhibit B: PFM Management Services LLC District Management Agreement
Exhibit C: PFM Financial Advisors LLC Financial Advisory Contract

Exhibit A:

J P Ward and Associates LLC District Management Services Agreement

AGREEMENT FOR SERVICES Between Palermo Community Development District and JPWARD and Associates, LLC

THIS AGREEMENT, made and entered into on this 19th day of May, 2010, by and between the Palermo Community Development District, hereinafter referred to as "DISTRICT", and the firm of *JPWARD and Associates, LLC* , hereinafter referred to as "MANAGER", whose address is 513 Northeast 13th Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, the DISTRICT desires to employ the services of the MANAGER for the purpose of providing management, financial and accounting services for the Palermo Community Development District, as required to meet the needs of the District during the contract period; and

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

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

1. The DISTRICT hereby engages the MANAGER for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.

2. The DISTRICT agrees to compensate the MANAGER in accordance with the fee schedule set forth in Exhibit A, which amount shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget adopted by the Board. MANAGER agrees to waive all fees for Fiscal Years 2010 and beyond, until the DISTRICT adopts a budget as outlined herein that compensates MANAGER for the services outlined herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. In addition, the DISTRICT agrees to compensate MANAGER for reimbursable expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services. Out of pocket expenses are also subject to the waiver of fee provision outlined herein.

3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on July 12, 2010. The Agreement may be terminated as follows:

   a) upon notice by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by MANAGER, unless Paragraph "C" of this section applies.
   b) upon the dissolution or court-declared invalidity of the DISTRICT; or

c) by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, MANAGER will take all reasonable and necessary actions to transfer all the books and records of the DISTRICT in his possession in an orderly fashion to the DISTRICT or its designee.

4. The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.

5. The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.

6. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any interest shall be employed for said performance.

7. The MANAGER shall promptly notify the DISTRICT in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms of this Contract. This Agreement does not prohibit the MANAGER from performing services for any other special purpose taxing DISTRICT, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.

9. The MANAGER hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

10. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

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

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

12. All notices required in this Agreement shall be sent by U.S. Mail, Overnight Service, such as Federal Express or such other service as may be available for overnight delivery or by electronic mail (e-mail), and if sent to the DISTRICT shall be sent to:

Palermo Community Development District
Attention: Mr. Russell Smith
Chairman, Board of Supervisor's
c/o Lennar Homes, LLC
10481 Six Mile Cypress Highway
Fort Myers, Florida 33966

with a copy to:
Mr. Jonathan Johnson
District's Counsel
Hopping, Green and Sams
119 South Monroe Street
Suite 300
Tallahassee, Florida 32301

Exhibit A

Management and Administrative Services

JPWARD and Associates, LLC will perform all required Management and Administrative functions of the District, which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors and provide the Board with meaningful dialogue of the issues before the Board for action.
- Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- Develop and train members of the Board of Supervisor's in the requirements of Florida Law's, including, but not limited to, public officers and employees, and the conduct of District business.
- Implementation of Budget directives.
- Coordination for the following services:
    - Insurance, General Liability along with Director's and Officer's Liability
    - Independent Auditor Services
    - Such other services as may be identified from time to time
- Provide required annual disclosure information:
    - Designation of Registered Office and Registered Agent
    - Public Meeting Schedule
- Assist in the Preparation of the Audited Financial Statements
- Provide Oath of Office and notary public for all newly elected members of the Board of Supervisors.

Administrative Services

JPWARD and Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Preparation of all Board Agendas and coordination of receipt of sufficient material for Board of Supervisors to make informed policy decisions.
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the County in which the District is located.
- Record and transcribe all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***JPWARD and Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida Law.
- Maintain all other District Public Records, including Agreements, Contracts, Resolutions in perpetuity for the District.
- Our firm utilizes a completely computerized system for Record Storage, Maintenance and Retrieval, and your records are available electronically once they have been scanned into our systems.
- Maintain District Seal.
- Satisfy Public Records Requests in a timely, professional and efficient manner.

Financial Accounting Services

JPWARD and Associates, LLC will perform all required financial accounting functions of the District, which will include but not be limited to the following:

- Prepare a Proposed Budget that achieves maximum cost-to-benefit equity for approval.
- Submit a Proposed Budget to Board of Supervisors in accordance with Chapter 190, Florida Statutes.
- Modify Proposed Budget for consideration by the Board of Supervisors at the District's advertised Public Hearing.
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes.
- Establish Budget Public Hearing(s) and dates.
- Establish Board of Supervisors workshop dates (if required).
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent.
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing.
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board of Supervisors.
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings.
- Attend all workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public.
- Prepare and coordinate applications for:
    - Federal I.D. Number
    - Tax Exemption Certificate
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for

Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).

- Prepare Required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes.
- Preparation of Annual Financial Report
- Preparation of Public Depositor's Report
- Administer purchase order system, periodic payment of invoices.
- Coordination of tax collection and miscellaneous receivables.
- Preparation of all required schedules for year end audit:
    - Prepare schedule of Bank Reconciliations
    - Prepare cash and Investment Confirmations for distribution to Authorized Public Depositories and Trustee of District Bond Issues
    - Prepare analysis of Accounts Receivable
    - Prepare schedule of Interfund Accounts
    - Prepare schedule of Payables from the Governments
    - Prepare schedule of all Prepaid Expenses
    - Prepare debt Confirmation Schedules
    - Prepare schedule of Accounts Payable
    - Prepare schedule of Assessment Revenue compared to Budget
    - Prepare schedule of Investments and Accrued Interest
    - Prepare analysis of All Other Revenue
    - Prepare schedule of Operating Transfers
    - Prepare schedule of Cash Receipts and Cash Disbursements
    - Prepare analysis of Cost of Development and Construction in Progress
    - Prepare analysis of Reserves for Encumbrances
    - Prepare Amortization and Depreciation Schedules
    - Prepare General Fixed Asset and General Long-Term Debt Account Groups
    - General Fixed Asset Accounting

- Assets constructed by or donated to the District for maintenance
- Inventories of District property in accordance with the Rules of the Auditor General

Special Assessment Services

Our Special Assessment Services include two primary functions, the first is the on-going work once the District has issued Special Assesssment Bonds and includes the Maintenance of the District's Assessment Roll and Lien Book and the second is for the Financial Advisory Services necessary if the District desires to issue or to re-finance Special Assessment Bonds at any time in the future.

JPWARD and Associates, LLC will perform all required Financial Advisory and on-going Special Assessment functions of the District, which will include but not be limited to the following:

Special Assessment Services – On-going Yearly Maintenance of the District's Assessment Roll and Lien Book.

- Prepare Assessment Resolution levying the Assessments on the property in the District and preparation of Assessment Roll.
- Prepare and maintain a property database by using information obtained by local Property Appraisers secured roll.
- Review and compare information received from the Property Appraiser to prior years' rolls, to insure that the District rolls are in compliance with the law and that *JPWard and Associates, LLC* has obtained all the pertinent information to prepare accurate assessments.
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.

- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. Provide pay off information upon request to property owner.
- Upon adoption of the Budget and assessments, coordinate with the Office of the Property Appraiser and Tax Collector to insure correct application of assessments and receipt of District funds.
- Act as primary contact to answer property owners' questions regarding the capital assessment.

Special Assessment Services - Financial Advisory Services

JPWard and Associates will be the District's Financial Advisor and shall provide all advice and financial services as necessary to assist the District in formulating its financial goals and implementing the financial strategies required in order to meet those goals, including but not limited to the following:

- Formulate the District's assessment methodology or similar security for the issuance of any proposed Debt financings.
- Assistance to the District in developing the financing plan for the District's funding of any infrastructure requirements.
- Recommendation(s) as to the appropriate financial structure's for the proposed financings.
- Advice on terms and feature of bonds, the timing of marketing of bond issues and the analysis of market conditions as they relate to bond sales.
- Providing assistance to the District with the preparation of cash flow forecasts for the proposed debt issues addressing debt service requirements and sources of funding.

- Providing assistance to the District and it's consultant team in the preparation of financing schedules, bond documents and official statements.
- Assistance in negotiations with the underwriter regarding the underwriter's gross spread (bond discount)
- Assistance with regard to any interim financing, if necessary or desirable.
- Providing advise to the District, if requested, on the selection of a trustee, paying agent and other financial intermediaries.
- Assistance in the proceeding for the validation of the District's bonds, the preparation of materials in support of validation and the determination of the validation amount.
- Assistance to the District with respect to the sale of it's bonds by the underwriter.
- Assistance with the District's bond closing, including the printing, signing and delivery of the District' bonds and the transfers of monies to the District by the underwriter.
- Calculation of the preliminary and final assessment rolls or their equivalent.

Exhibit A – Fee Schedule

District Management and Administrative Services

Management **FEE WAIVED**

- Six (6) Meetings are included

- Additional meetings
  i. $175.00 per hour plus travel time.

  ii. Travel is billed at actual cost for Air travel and at the approved IRS rate for automobile.

- Scanning of Documents before the Contract Period.
  i. We have noted that some companies have maintained the District's records in paper format and stored at various locations. We would recommend that we remove those records from storage and scan them into our computerized system for easy retrieval. Many of these documents are permanent records of the District and required to be maintained in perputity. Records that have met their records retention requirements of Florida Law can be disposed of accordingly. Our fee includes the scanning of up to fifteen (15) standard size storage boxes, and our fee is $30.00 per hour for any boxes after fifteen (15).

- Fax Services
  i. With the use of our electronic systems we do not utilize fax machines for any of our documents. All documents are electronic and sent electronically to requesting parties. For parties requesting Fax Documents the actual cost of faxing documents will be billed to the District and we will bill the requesting party for those services.

- Cassette Tape Conversion
  i. We utilize a digital recorder for all Board Meetings, which are available on our Systems. We have noted that some Companies utilize cassette tapes, and these recordings are required to be maintained in perputity by the District. The technologies available today lend itself to the conversion of these tapes to a digital format which will protect the District and preserve the public record. As such, we will coordinate with a firm that will convert those tapes to a digital format and bill the

District only the actual cost of conversion, without any fee or markup. Once these tapes have been converted to a digital format, we will maintain these digital records on our Systems for the District.

Financial Accounting

- General Fund, Debt Service and Capital Projects Funds
  One General Fund and One Debt Service Fund — Included
  i. Additional Funds are billed at $2,500 per fund
- Computer Services — Included

Special Assessment Bonds – Issuance and Re-Financing of Bonds

- Maintenance of District's Assessment Roll and Lien Book — **FEE WAIVED**
  i. Estoppel Letters for Assessment Liens — $50.00
     - Billed to the Requesting Party

The following Services and Fees are due only upon the successful Issuance of Bonds by the District.

- Preparation of Special Assessment Methodology — $15,000
- Financial Advisory Services for Issuance of Bonds — $25,000

Expense Reimbursement Policy

The following is JPWard and Associates, LLC standard expense reimbursement policy for Community Development District representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client.

All expenses are billed monthly.
Telephone: All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing: In-house photocopying and printing is charged at $.25 per page (black and white) and $.50 per page (color). Outside copying, printing and binding will be billed as a pass-through of the direct vendor's charges.

Facsimile Services: With the use of our electronic systems we do not utilize fax machines for any of our documents. All documents are electronic and sent electronically to requesting parties.

For parties requesting Fax Documents the actual cost of faxing documents will be billed to the District and we will bill the requesting party for those services.

Postage: Postage is billed at actual cost.

Overnight Deliver: Overnight delivery is billed at actual cost.

Travel: Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost not to exceed the charges permitted pursuant to Section 112.061 Florida Statutes, as amended.

And if sent to the MANAGER:

JPWard and Associates LLC
Attention: Mr. James P. Ward
513 Northeast 13th Avenue
Fort Lauderdale, Florida 33301

Either party may change the address for notice puposes pursuant to this Agreement by sending notice to the address noted herein or such other address if the parties address has been changed subsequent to the date of this Agreement.

13. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.

14. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the DISTRICT, unless otherwise terminated by either party. The DISTRICT will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the DISTRICT in its adopted Fiscal Year Budget.

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

Signed and Sealed
in the presence of:

Scott Edwards, Assistant Secretary

BOARD OF SUPERVISORS PALERMO COMMUNITY DEVELOPMENT DISTRICT

Russell Smith, Chairman

JPWARD and Associates, LLC

Witness

James P. Ward, Chief Operating Officer

Exhibit B:

PFM Management Services LLC District Management Agreement

DISTRICT MANAGEMENT

This District Management Agreement (this "Agreement"), made and entered into as of the 1st day of May 2026, (the "Effective Date") by and between **Palermo Community Development District** ("DISTRICT") and **PFM Management Services LLC**, a Foreign limited liability company ("MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request. Notwithstanding, Manager shall not be reimbursed for out-of-pocket expenses incurred, including but not limited to, travel, meals and lodging, arising out of Manager's attendance and participation in public meetings of the District (up to 12 public meetings per year). Further, the Manager shall use best efforts to conduct all site work for the District in connection with the Manager's attendance at public meetings of the District to minimize costs and expenses incurred by the District associated with travel by the Manager.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be provided in accordance with Section VII hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other. The MANAGER may not delegate performance of any of its obligations under this Agreement or subcontract any material portion of the services to be performed hereunder, without the prior written consent of the DISTRICT. Any permitted assignee shall assume in writing all obligations of the assigning party under this Agreement. No assignment shall relieve the assigning party of its obligations hereunder unless the non-assigning party expressly releases the assigning party in a written instrument. Any attempted assignment or delegation in violation of this Section V shall be null and void and of no force or effect. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective permitted successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER. DISTRICT may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing and shall be deemed given (i) if delivered by hand delivery, when delivered to the recipient; (ii) if sent by nationally recognized overnight courier, when delivered as shown by the courier's delivery confirmation; (iii) if sent by regular U.S. mail (postage prepaid), three (3) business days after deposit in the U.S. mail; or (iv) if sent by email, when transmitted to the email address set forth below (or such other email address as a party may designate by notice), provided that no "bounce back" or other error message indicating non-delivery is received by the sending party. Notices shall be addressed to the party for whom it is intended, at the designated addresses below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:
Palermo Community Development District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: District Manager
Email:wardj@pfm.com

AND (for any notice to the DISTRICT): Chair of the Board of Supervisors, at the Chair's address within the DISTRICT and/or the Chair's official email address (as designated by the DISTRICT from time to time)

With A Copy To:

Coleman, Yovanovich & Koester, P.A.
The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.
Email: gurbancic@cyklawfirm.com

MANAGER:
PFM Management Services LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: Jennifer Walden
Email: waldenj@pfm.com

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon expiration or termination of this Agreement, MANAGER shall, at no additional cost and upon the DISTRICT's request, promptly deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement that are in MANAGER's possession or control, but in any event no later than thirty (30) days following the effective date of such expiration or termination, unless a longer period is agreed to in writing by the DISTRICT. MANAGER may retain an archival copy of such materials for recordkeeping and legal/compliance purposes; provided that any retention of public records shall comply with Section 119.0701, Florida Statutes and the Public Records Disclosure provision of this Agreement, and MANAGER shall not use or disclose such materials except as permitted under this Agreement or required by law.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of MANAGER or affiliates of MANAGER in its sole discretion. The MANAGER may, from time to time, supplement or otherwise amend the team members.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with coverages and policy limits not less than as stated in Exhibit C. Upon execution of this Agreement and thereafter upon each renewal, replacement, modification, or material change of such coverage, MANAGER shall deliver to the DISTRICT certificates of insurance evidencing the required coverages.

XI. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not participate, in any manner, in the initial offering for the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability; Indemnification

MANAGER shall not be responsible for the acts or omissions of any contractor, subcontractor, supplier, or other individual or entity that is not engaged by or under the direct control or supervision of MANAGER in connection with this Agreement. For the avoidance of doubt, MANAGER shall remain fully responsible for the acts and omissions of MANAGER and its officers, directors, employees, agents, and any subcontractors or consultants directly engaged by MANAGER in connection with the performance of services under this Agreement.

DISTRICT INDEMNIFICATION. Subject in all respects to the limitations of liability set forth in Section 768.28, Florida Statutes, and only to the extent permitted by applicable law, the DISTRICT agrees to indemnify and hold harmless the MANAGER and its officers, directors, employees, and agents from and against any and all liability, claims, actions, suits, demands, assessments, or judgments, and any and all losses, liabilities, damages, costs, court costs, and expenses, including reasonable attorney's fees and costs, that arise solely and directly out of the negligent or intentionally wrongful acts or omissions of the DISTRICT. For the avoidance of doubt, the DISTRICT shall have no obligation to indemnify or hold harmless the MANAGER to the extent that any claim, loss, or liability arises out of or is contributed to by the negligence, recklessness, willful misconduct, breach of this Agreement, or violation of applicable law by the MANAGER or any person or entity for whose acts the MANAGER is responsible. The indemnification obligations of the DISTRICT set forth herein are expressly limited by and subject to Section 768.28, Florida Statutes, and nothing herein shall be construed as a waiver of the DISTRICT's sovereign immunity beyond the limits established therein.

MANAGER INDEMNIFICATION. To the fullest extent permitted by law, the MANAGER agrees to indemnify, defend and hold harmless the DISTRICT and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments, or judgments, and any and all losses, liabilities, damages, costs, court costs, and expenses, including reasonable attorney's fees and costs (including fees and costs incurred in

enforcing this indemnification obligation), arising out of or relating to: (i) the negligent, reckless, and/or intentionally wrongful acts or omissions of MANAGER, its officers, directors, employees, agents, subcontractors, or consultants; (ii) MANAGER's material breach of this Agreement; or (iii) MANAGER's violation of applicable law in connection with the performance of services under this Agreement. MANAGER's duty to defend the DISTRICT shall be subject to and consistent with applicable Florida law governing private entities. The indemnification provided for herein shall not be deemed exclusive of any other rights or remedies to which the DISTRICT may be entitled and shall survive the expiration or termination of this Agreement.

SOVEREIGN IMMUNITY; **INDEMNIFICATION OBLIGATIONS**. Nothing herein shall be construed to waive or limit the DISTRICT'S sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Any obligations of the DISTRICT under this Agreement are subject to and limited by Section 768.28, Florida Statutes, and other applicable law.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. Venue for any litigation arising out of or relating to this Agreement shall lie exclusively in Lee County, Florida, and the parties irrevocably submit to the jurisdiction of the state courts located in Lee County, Florida (or, if jurisdiction exists, the federal courts whose district includes Lee County, Florida). In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. MANAGER acknowledges that the designated public records custodian for the DISTRICT is PFM Management Services LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

9. E-Verify Requirements.

The Manager shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.091, Florida Statutes. If the Manager anticipates

entering into agreements with a subcontractor for the Services, Manager will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Manager shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Manager has otherwise complied with its obligations hereunder, the District shall promptly notify the Manager.

The Manager agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Manager or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

10. Anti-Human Trafficking Compliance.

In accordance with the requirements of Section 787.06(13), Florida Statutes, Manager shall be required to execute an Affidavit of Compliance at the time of execution of this Agreement and any renewal hereof.

11. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

{Remainder of page intentionally left blank. Signatures appear on following page.}

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Palermo Community Development District

Sign: _____
Print Name: Scott Edwards
Title: Chairman

Sign: _____
Print Name: James P. Ward
Title: Secretary

PFM Management Services LLC

_____
Jennifer Walden, Senior District Manager

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will facilitate contracting with a third party website provider and assist the website provider with the maintenance of the DISTRICT's website in compliance with applicable law. The Manager will also coordinate with the website provider to ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Disclosure

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Other Services

Other applicable services requested or required by the DISTRICT, including but not limited to, testifying in litigation, as requested by the DISTRICT (subject to review and approval), may be provided at the option of the Manager. If provided, such services shall be billed on a time and materials basis in accordance with Exhibit B or other arrangement mutually agreed upon by the DISTRICT and the Manager.

EXHIBIT B

COMPENSATION FOR SERVICES

MANAGER shall be compensated for the provision of the services described in Exhibit A based on the fee schedule below. The fees do not include *reimbursable expenses* (as described in Section III.1. herein) related to regularly scheduled DISTRICT Board meetings. Fees will be reviewed and may be adjusted annually as reflected in the DISTRICT's approved budget.

District Management*	***Annual Fee***
Management/Administrative Services	$45,000
Accounting Services	$27,900
General Fund Assessment Administration	$9,300

Debt Issue Services	***Annual Fee***
Assessment Administration	$9,300 per Series
Continuing Disclosure Services	$2,500 per Series

Additional Services*	***Cost of Issuance (per series of bonds)***
District Management Services Cost of Issuance	$5,000
Disclosure Services Cost of Issuance	$1,500

* Maximum of 12 District public meetings per year. Fee billed monthly in advance.

**Additional Services – District Management Services Cost of Issuance. These fees are applicable for any bond or debt issued by the District and payable at closing as part of the Cost of Issuance. These fees are not related to the Operating & Maintenance Budget for the District.

The fees outlined above may be increased or otherwise amended annually as reflected in the adopted Budget for the District. New fees will become effective on October 1 of the applicable budget year.

Any services provided by the MANAGER that has not been outlined in "Exhibit B" above or via separate agreement, will be billed on a time and material basis pursuant to the MANAGER's hourly fee schedule set forth below.

The MANAGER's prevailing hourly rates are as follows:

Title	Hourly Rate
Managing Director	$ 325
Director / Senior District Manager/ Senior District Accountant	$ 275
Senior Analyst / District Manager/ District Accountant	$ 150
Assistant District Manager	$ 100
Administrative Assistant / Bookkeeper	$ 50

EXHIBIT C

INSURANCE

The following insurance requirements apply to MANAGER and any permitted subcontractors engaged by the MANAGER to perform services under the Agreement. The MANAGER shall procure and maintain, at its sole cost and expense, the minimum coverages and limits set forth below with insurers licensed (or otherwise authorized) to do business in the State of Florida and having an A.M. Best rating of not less than A- VII, unless otherwise approved in writing by the DISTRICT.

Minimum Required Coverages and Limits (Schedule):

A. Commercial General Liability Insurance (occurrence form), including premises/operations, products/completed operations, contractual liability, broad form property damage, and personal and advertising injury, with limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

B. Automobile Liability Insurance (occurrence form) covering owned, hired, and non-owned vehicles used in connection with the services, with limits of not less than $1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation Insurance as required by Florida law and Employers' Liability Insurance with limits of not less than $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit.

D. Professional Liability / Errors and Omissions Insurance (claims-made) covering MANAGER's professional services under the Agreement, with limits of not less than $2,000,000 each claim and $2,000,000 aggregate. The retroactive date shall be no later than the Effective Date of the Agreement. Coverage shall be maintained continuously during the term and for not less than three (3) years after expiration or termination of the Agreement, either through renewal of the claims-made policy with the required retroactive date or by purchase of an extended reporting period ("tail") coverage. Any deductible or self-insured retention shall be the sole responsibility of MANAGER. Cyber Liability may be included in Professional Liability.

E. Cyber Liability / Network Security and Privacy Liability Insurance (claims-made) with limits of not less than $2,000,000 each claim and $2,000,000 aggregate, including coverage for (i) privacy liability, (ii) security liability, (iii) breach response costs (including notification, credit monitoring, forensic services, and crisis management), (iv) regulatory defense and penalties (to the extent insurable), and (v) cyber extortion and business interruption (if available). Coverage shall be maintained continuously during the term and for not less than three (3) years after expiration or termination of the Agreement (by renewal or tail coverage). Any deductible or self-insured retention shall be the sole responsibility of MANAGER.

F. Crime / Employee Dishonesty (Fidelity) Insurance with limits of not less than $2,000,000 per occurrence, covering dishonest acts of MANAGER's employees and any third parties to whom

MANAGER delegates financial responsibilities in connection with the Agreement (if applicable). The DISTRICT shall be named as a loss payee under this policy with respect to any losses arising from MANAGER's services under this Agreement. Any deductible or self-insured retention shall be the sole responsibility of MANAGER.

G. Commercial Umbrella / Excess Liability Insurance on a follow-form basis over Commercial General Liability, Automobile Liability, and Employers' Liability, with limits of not less than $5,000,000 each occurrence and aggregate.

MANAGER represents and warrants that the insurance required by this Exhibit C shall be in full force and effect prior to commencement of services and shall be maintained without interruption throughout the term of the Agreement and any required post-termination period.

Commercial General Liability and Automobile Liability shall be written on an occurrence basis. Professional Liability and Cyber Liability may be written on a claims-made basis only if maintained in accordance with this Exhibit C (including retroactive date and tail/continuity requirements).

Additional Insured; Primary and Noncontributory. The DISTRICT, its Board of Supervisors, officers, employees, agents, and consultants shall be named as Additional Insureds on the MANAGER's Commercial General Liability and Automobile Liability policies for ongoing and completed operations using endorsements at least as broad as ISO CG 20 10 and ISO CG 20 37 (or their equivalent) for General Liability and ISO CA 20 48 (or their equivalent) for Automobile Liability. Such insurance shall be primary and noncontributory with respect to any insurance or self-insurance maintained by the DISTRICT.

Waiver of Subrogation. To the extent permitted by law and available by endorsement, the MANAGER shall cause its Workers' Compensation and General Liability policies (and any other policy where waiver is customarily available) to be endorsed to waive subrogation against the DISTRICT, its Board of Supervisors, officers, employees, and agents. The waiver of subrogation would not apply to Professional/Cyber Liability.

Deductibles / Self-Insured Retentions. The MANAGER shall be solely responsible for payment of any deductibles and self-insured retentions. No policy shall include a deductible or self-insured retention that, in the DISTRICT's reasonable judgment, materially impairs coverage, unless approved in writing by the DISTRICT.

Evidence of Insurance; Endorsements. Prior to commencement of services, and upon each renewal, replacement, or material change, MANAGER shall provide the DISTRICT with (i) certificates of insurance and (ii) copies of the required Additional Insured and primary and noncontributory endorsements and waiver of subrogation endorsements (as applicable). Certificates of insurance shall not be accepted as a substitute for required endorsements.

Notice of Cancellation / Nonrenewal / Material Change. MANAGER shall provide the DISTRICT with written notice of cancellation, nonrenewal, or material change in coverage (including material reduction of limits) as soon as practicable, but in no event later than (i) thirty (30) days prior to the effective date of any cancellation (other than for non-payment of premium), nonrenewal, or material adverse change, and (ii) ten (10) days prior to the effective date of any cancellation for non-payment of premium. Any certificate provision purporting to confer notice shall not be construed to limit MANAGER's notice obligations under this Exhibit C.

Limits; Umbrella / Excess. The required limits may be satisfied through a combination of primary and umbrella/excess policies, provided the umbrella/excess policies are follow-form (or broader) for the coverages required herein. The carrying of insurance in the amounts set forth herein shall not be deemed to limit MANAGER's liability under the Agreement.

Subcontractors. MANAGER shall require any subcontractor performing any portion of the services to maintain insurance meeting the requirements of this Exhibit C, as applicable to the subcontractor's work, and shall provide evidence of such coverage to the DISTRICT upon request. MANAGER shall remain responsible for its subcontractors' compliance with this Exhibit C.

Insurer Acceptability. All insurers shall be acceptable to the DISTRICT. If, at any time, an insurer's A.M. Best rating falls below the minimum required rating, MANAGER shall promptly replace the insurer or otherwise cure the deficiency to the DISTRICT's satisfaction.

Exhibit C:

PFM Financial Advisors LLC Financial Advisory Contract

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement ("Agreement"), made and entered into this 18th day of June, 2026, by and between **Palermo Community Development District** ("DISTRICT") and **PFM Financial Advisors LLC**, a Foreign limited liability company (hereinafter called "PFM"), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, DISTRICT and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. In addition, upon the DISTRICT's request, PFM may, under separate writing, including separate scope and fees, provide services related to Structured Products transactions (e.g. services related to the investment of bond proceeds, including, but not limited to, the design and competitive procurement of structured investments and fixed-income portfolios), and Investor Relations Advisory services (e.g. services related to assisting the DISTRICT with optimizing their investor outreach efforts, including, but not limited to, support with investor communications, transaction information evaluation using proprietary analytics and maintaining investor database). The DISTRICT acknowledges and agrees that PFM does not provide legal, tax, or accounting advice in connection with the services. The DISTRICT is solely responsible for obtaining its own legal, tax, or accounting advice with respect to the Services and any related matter(s).

The DISTRICT acknowledges and agrees that most tasks requested by The DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement, or applicable separate agreement with the DISTRICT for Structured Products or Investor Relations Advisory services. Upon the request of The DISTRICT, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the DISTRICT may provide additional services to The DISTRICT under a separate writing, including separate scope and compensation, between the DISTRICT and such affiliate or third party. The DISTRICT acknowledges that, in certain circumstances, the same individual may provide services to the DISTRICT on behalf of both PFM and one or more of its affiliates. For example, The DISTRICT may elect to engage

PFM for municipal advisory services and separately engage an affiliate of PFM for consulting or other non-municipal advisory services, where the same individual will serve under both engagements. In such cases, the services shall be provided strictly in accordance with the terms of the respective agreements between The DISTRICT and PFM and/or the applicable Affiliate. The provision of services by an individual in such dual roles shall not alter or affect the separate legal responsibilities, obligations, or liabilities of PFM and its affiliates under their respective agreements with DISTRICT.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to The DISTRICT.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to The DISTRICT prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and The DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within forty-five (45) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. PFM shall maintain adequate records of all reimbursable expenses and, upon request of the DISTRICT, documentation of such expenses will be provided. Notwithstanding, PFM shall not be reimbursed for out-of-pocket expenses incurred, including but not limited to, travel, meals and lodging, arising out

of PFM's attendance and participation in public meetings of the District (up to 12 public meetings per year).

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from May 1, 2026 until May 1, 2031 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"). Notwithstanding, either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to PFM a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) PFM providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be provided in accordance with Section VIII hereof. Should the relationship be terminated, PFM will be paid for all services performed and costs and expenses incurred up to the termination date. Upon termination, PFM shall promptly deliver to the DISTRICT all work product, financial models, reports, analyses, and other materials prepared for the DISTRICT in connection with this Agreement, and shall provide reasonable cooperation in transitioning services to the DISTRICT or its successor financial advisor.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other. PFM may not delegate performance of any of its obligations under this Agreement or subcontract any material portion of the services to be performed hereunder, without the prior written consent of the DISTRICT. Any permitted assignee shall assume in writing all obligations of the assigning party under this Agreement. No assignment shall relieve the assigning party of its obligations hereunder unless the non-assigning party expressly releases the assigning party in a written instrument. Any attempted assignment or delegation in violation of this Section VI shall be null and void and of no force or effect. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective permitted successors and assigns.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data. DISTRICT acknowledges that from time-to-time PFM may utilize third-party data in the provision of services to DISTRICT, including, without limitation, CUSIPs, ratings information, pricing information and other market or reference data, for which data fees or charges may be payable by DISTRICT; provided, however, that PFM shall obtain the DISTRICT's prior written approval before incurring any such third-party data fees or charges on behalf of the DISTRICT.

VIII. NOTICES

All notices given under this Agreement shall be in writing and shall be deemed given (i) if delivered by hand delivery, when delivered to the recipient; (ii) if sent by nationally recognized overnight courier, when delivered as shown by the courier's delivery confirmation; (iii) if sent by regular U.S. mail (postage prepaid), three (3) business days after deposit in the U.S. mail; or (iv) if sent by email, when transmitted to the email address set forth below (or such other email address as a party may designate by notice), provided that no "bounce back" or other error message indicating non-delivery is received by the sending party. Notices shall be addressed to the party for whom it is intended, at the designated addresses below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:
Palermo Community Development District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: District Manager
Email: ward j@pfm.com

AND (for any notice to the DISTRICT): Chair of the Board of Supervisors, at the Chair's address within the DISTRICT and/or the Chair's official email address (as designated by the DISTRICT from time to time)

With A Copy To:

Coleman, Yovanovich & Koester, P.A.
The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.
Email: gurbancic@cyklawfirm.com

PFM FINANCIAL ADVISORS LLC
200 South Orange Avenue, Suite 760
Orlando, FL 32801
Attention: D. Brent Wilder, Managing Director
Email: wilderb@pfm.com

IX. PUBLIC RECORDS DISCLOSURE

PFM understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, PFM agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. PFM acknowledges that the designated public records custodian for the DISTRICT is PFM Management Services LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, PFM shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or

allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if PFM does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in PFM's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by PFM, PFM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF PFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO PFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

X. PFM'S REPRESENTATIVES

1. Advisory Team

The employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the advisory team members set forth below.

A. Professional Staff

- D. Brent Wilder, Managing Director
- Kevin Plenzler, Director
- Michael Dennis, Senior Managing Consultant

B. Administrative and Support Staff

- Cynthia Silva
- Dorrena Davis

2. Changes in Advisory Team Requested by the DISTRICT

The DISTRICT has the right to request, for any or no reason, that PFM replace any member of the advisory team. Should the DISTRICT make such a request, PFM shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

PFM shall maintain insurance coverage with coverages and policy limits not less than as stated in Exhibit C. Upon execution of this Agreement and thereafter upon each renewal, replacement, modification, or material change of such coverage, PFM shall deliver to the DISTRICT certificates of insurance evidencing the required coverages.

XII. INDEMNIFICATION

To the fullest extent permitted by law, PFM agrees to indemnify, defend and hold harmless the DISTRICT and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments, or judgments, and any and all losses, liabilities, damages, costs, court costs, and expenses, including reasonable attorney's fees and costs (including fees and costs incurred in enforcing this indemnification obligation), arising out of or relating to: (i) the negligent, reckless, and/or intentionally wrongful acts or omissions of PFM, its officers, directors, employees, agents, subcontractors, or consultants; (ii) PFM's material breach of this Agreement; or (iii) PFM's violation of applicable law in connection with the performance of services under this Agreement. PFM's duty to defend the DISTRICT shall be subject to and consistent with applicable Florida law governing private entities. The indemnification provided for herein shall not be deemed exclusive of any other rights or remedies to which the DISTRICT may be entitled and shall survive the expiration or termination of this Agreement.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services; provided, however, that PFM shall remain liable for the acts and omissions of its subcontractors, agents, and any third parties engaged by or on behalf of PFM in connection with the services.

XIV. APPLICABLE LAW

PFM and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. Venue for any litigation arising out of or relating to this Agreement shall lie exclusively in Lee County, Florida, and the parties irrevocably submit to the jurisdiction of the state courts located in Lee County, Florida (or, if jurisdiction exists, the federal courts whose district includes Lee County, Florida). In the event either party is required to take any action to enforce this

Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by DISTRICT shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, and that the execution and delivery of this Agreement has been duly authorized by all necessary governance, corporate, or other entity actions including, where applicable, approval by its applicable governing board. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. E-VERIFY REQUIREMENTS

PFM shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, PFM shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that PFM has knowingly violated Section 448.091, Florida Statutes. If PFM anticipates entering into agreements with a subcontractor for the Services, PFM will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. PFM shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but PFM has otherwise complied with its obligations hereunder, the District shall promptly notify PFM.

PFM agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, PFM or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, PFM represents that no public employer has terminated a contract with PFM under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

XVIII. ANTI-HUMAN TRAFFICKING COMPLIANCE

In accordance with the requirements of Section 787.06(13), Florida Statutes, PFM shall be required to execute an Affidavit of Compliance at the time of execution of this Agreement and any renewal hereof.

{Remainder of page intentionally left blank. Signatures appear on following page.}

IN WITNESS WHEREOF, DISTRICT and PFM have executed this Agreement as of the day and year herein above written.

PALERMO COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: Scott Edwards

Title: Chairman

By: _____

Name: James P. Ward

Title: Secretary

PFM FINANCIAL ADVISORS LLC

By: _____

Name: D. Brent Wilder

Title: Managing Director

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals.

- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.

- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.

- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.

- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.

- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.

- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.

- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.

- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.

- Assist the DISTRICT in preparing financial presentations for public hearings and/ or referendums.

- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.

- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.

- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.

- Advise as to the various financing alternatives available to the DISTRICT.

- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.

- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.

- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.

- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.

- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing

documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.

- Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.

- Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.

- As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.

- Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.

- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

- Assist and advise the DISTRICT with investment of proceeds of debt offerings.

3. <u>Special Services.</u> Upon request of the DISTRICT:

PFM may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment of bond proceeds
9. Financial analysis of projects being developed by engineer/architect studies
10. Negotiate on behalf of the DISTRICT for proposed projects
11. Preparation of amortization schedules
12. Preparation of Statement of Estimated Regulatory Costs
13. Development of operation and maintenance assessment methodologies

EXHIBIT B
COMPENSATION FOR SERVICES (NEGOTIABLE)

Description	**Unit Price**

TRANSACTIONAL FEE SCHEDULE

The flat fee for Financial Advisory Services (which includes Assessment Methodology services associated with debt issuance) shall be $45,000 per transaction. This includes public bond issuances (competitive or negotiated) and bank loans.

1. Hourly Project Fees (Non-Transaction Related)

PFM will not charge for general advice between financings. In the event the DISTRICT requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the DISTRICT's request, accrued time will be billed as follows:

Experience Level	**Hourly Rate**
Managing Director	$325.00
Director/ Senior Managing Consultant	$275.00
Senior Analyst (Analyst)	$150.00
Administrative Support	$0.00

2. Expenses

Not Exceed	$2,000.00 per Issue*
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

*PFM also offers a flat "overhead" fee of $2,000 per financing. Note that the $2,000 flat "overhead" fee of $2,000 per financing excludes expenses for out of state travel. In addition to the out-of-pocket expenses listed above, PFM may charge data recovery expenses of $0.05 per par amount of bonds issued. The data recovery expense will be capped at a maximum of $5,000.00 per transaction. On bank loan transactions, the data recovery expense will be charged at 50%, capped at a maximum of $2,500.00 per transaction.

NON-TRANSACTIONAL FEE SCHEDULE

A. Assessment Methodology Services

Assessment methodology services associated with debt issuances are included under the Financial Advisory Services fee and subject to negotiation with the District on a deal-by-deal basis. A flat fee for assessment consultant expenses of $500 will be included as part of each transaction.

As requested, Assessment methodology services not associated with the issuance of District debt will have a minimum fee of $25,000 and subject to negotiation with the District on a deal-by-deal basis. A flat fee for assessment consultant expenses of $500 will be included as part of the methodology preparation.

The fee for the preparation of an O&M assessment methodology is $7,500.

The fee for the preparation of a Statement of Estimated Regulatory Costs (SERC) is $2,500.

B. Re-amortization Schedules

Reamortization schedules for debt issues are included under Exhibit A, Section 3. Special Services and are subject to the following fee schedule.

Bond Size Call Amount	**Fee per Amortization Schedule**
$25,000 or less	$250
$25,001 - $100,000	$350
$100,001 or greater	$500

Other Services

In addition to advising on bond transactions, PFM is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, interest rate swap pricing and implementation, and other related services. These services may be provided through a PFM affiliate or third party referred by PFM via separate agreement between DISTRICT and such affiliate or third party.

EXHIBIT C
INSURANCE

The following insurance requirements apply to PFM and any permitted subcontractors engaged by PFM to perform services under the Agreement. PFM shall procure and maintain, at its sole cost and expense, the minimum coverages and limits set forth below with insurers licensed (or otherwise authorized) to do business in the State of Florida and having an A.M. Best rating of not less than A- VII, unless otherwise approved in writing by the DISTRICT.

Minimum Required Coverages and Limits (Schedule):

A. Commercial General Liability Insurance (occurrence form), including premises/operations, products/completed operations, contractual liability, broad form property damage, and personal and advertising injury, with limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

B. Automobile Liability Insurance (occurrence form) covering owned, hired, and non-owned vehicles used in connection with the services, with limits of not less than $1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation Insurance as required by Florida law and Employers' Liability Insurance with limits of not less than $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit.

D. Professional Liability / Errors and Omissions Insurance (claims-made) covering PFM's professional services under the Agreement, with limits of not less than $2,000,000 each claim and $2,000,000 aggregate. The retroactive date shall be no later than the Effective Date of the Agreement. Coverage shall be maintained continuously during the term and for not less than three (3) years after expiration or termination of the Agreement, either through renewal of the claims-made policy with the required retroactive date or by purchase of an extended reporting period ("tail") coverage. Any deductible or self-insured retention shall be the sole responsibility of PFM. Cyber Liability may be included in Professional Liability.

E. Cyber Liability / Network Security and Privacy Liability Insurance (claims-made) with limits of not less than $2,000,000 each claim and $2,000,000 aggregate, including coverage for (i) privacy liability, (ii) security liability, (iii) breach response costs (including notification, credit monitoring, forensic services, and crisis management), (iv) regulatory defense and penalties (to the extent insurable), and (v) cyber extortion and business interruption (if available). Coverage shall be maintained continuously during the term and for not less than three (3) years after expiration or termination of the Agreement (by renewal or tail coverage). Any deductible or self-insured retention shall be the sole responsibility of PFM.

F. Crime / Employee Dishonesty (Fidelity) Insurance with limits of not less than $2,000,000 per occurrence, covering dishonest acts of PFM's employees and any third parties to whom PFM delegates financial responsibilities in connection with the Agreement (if applicable). The

DISTRICT shall be named as a loss payee under this policy with respect to any losses arising from PFM's services under this Agreement. Any deductible or self-insured retention shall be the sole responsibility of PFM.

G. Commercial Umbrella / Excess Liability Insurance on a follow-form basis over Commercial General Liability, Automobile Liability, and Employers' Liability, with limits of not less than $5,000,000 each occurrence and aggregate.

PFM represents and warrants that the insurance required by this Exhibit C shall be in full force and effect prior to commencement of services and shall be maintained without interruption throughout the term of the Agreement and any required post-termination period.

Commercial General Liability and Automobile Liability shall be written on an occurrence basis. Professional Liability and Cyber Liability may be written on a claims-made basis only if maintained in accordance with this Exhibit C (including retroactive date and tail/continuity requirements).

Additional Insured; Primary and Noncontributory. The DISTRICT, its Board of Supervisors, officers, employees, agents, and consultants shall be named as Additional Insureds on PFM's Commercial General Liability and Automobile Liability policies for ongoing and completed operations using endorsements at least as broad as ISO CG 20 10 and ISO CG 20 37 (or their equivalent) for General Liability and ISO CA 20 48 (or their equivalent) for Automobile Liability. Such insurance shall be primary and noncontributory with respect to any insurance or self-insurance maintained by the DISTRICT.

Waiver of Subrogation. To the extent permitted by law and available by endorsement, PFM shall cause its Workers' Compensation and General Liability policies (and any other policy where waiver is customarily available) to be endorsed to waive subrogation against the DISTRICT, its Board of Supervisors, officers, employees, and agents. The waiver of subrogation would not apply to Professional/Cyber Liability.

Deductibles / Self-Insured Retentions. PFM shall be solely responsible for payment of any deductibles and self-insured retentions. No policy shall include a deductible or self-insured retention that, in the DISTRICT's reasonable judgment, materially impairs coverage, unless approved in writing by the DISTRICT.

Evidence of Insurance; Endorsements. Prior to commencement of services, and upon each renewal, replacement, or material change, PFM shall provide the DISTRICT with (i) certificates of insurance and (ii) copies of the required Additional Insured and primary and noncontributory endorsements and waiver of subrogation endorsements (as applicable). Certificates of insurance shall not be accepted as a substitute for required endorsements.

Notice of Cancellation / Nonrenewal / Material Change. PFM shall provide the DISTRICT with written notice of cancellation, nonrenewal, or material change in coverage (including material reduction of limits) as soon as practicable, but in no event later than (i) thirty (30) days prior to

the effective date of any cancellation (other than for non-payment of premium), nonrenewal, or material adverse change, and (ii) ten (10) days prior to the effective date of any cancellation for non-payment of premium. Any certificate provision purporting to confer notice shall not be construed to limit PFM's notice obligations under this Exhibit C.

Limits; Umbrella / Excess. The required limits may be satisfied through a combination of primary and umbrella/excess policies, provided the umbrella/excess policies are follow-form (or broader) for the coverages required herein. The carrying of insurance in the amounts set forth herein shall not be deemed to limit PFM's liability under the Agreement.

Subcontractors. PFM shall require any subcontractor performing any portion of the services to maintain insurance meeting the requirements of this Exhibit C, as applicable to the subcontractor's work, and shall provide evidence of such coverage to the DISTRICT upon request. PFM shall remain responsible for its subcontractors' compliance with this Exhibit C.

Insurer Acceptability. All insurers shall be acceptable to the DISTRICT. If, at any time, an insurer's A.M. Best rating falls below the minimum required rating, PFM shall promptly replace the insurer or otherwise cure the deficiency to the DISTRICT's satisfaction.

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC

I. Introduction

PFM Financial Advisors LLC and PFM Swap Advisors LLC (hereinafter, referred to as "We," "Us," or "Our") are registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein. We do not provide legal, tax, or accounting advice.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee's independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees' activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client's interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of

action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product or the complexity of the municipal securities transaction or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size or more complex than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee basis. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure of Conflicts Related to the Firm's Compensation Structure for Our Registered Advisors.

Pursuant to various employee compensation structures, from time to time We offer certain of Our registered municipal advisors ("Registered Advisors") financial benefits based on his or her business plan, client base, performance, and/or transactions closed. This provides an incentive for such Registered Advisors to seek to retain additional clients and/or transactions or services from clients. While this form of compensation may be customary in some segments of the municipal advisory market, provision of such financial benefits may be deemed to present a conflict of interest. We manage and mitigate these types of conflicts by Registered Advisor's adherence to Our Code of Ethics and Policies and Procedures, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Concerning Provision of Services by Our Registered Advisors Dually through the Firm and the Firm's Affiliates.

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. From time to time, We may have registered municipal advisors ("Registered Advisors") that may provide services to a Municipal Entity client on behalf of, and under a separate written client agreement with, both Us and one or more of Our affiliates. In such cases, the individual will act solely on behalf of Us or the applicable Affiliate, respectively,

that is a party to the specific agreement governing the respective services. For example, if a Municipal Entity client engages Us for municipal advisory services and separately engages an affiliate of Ours for consulting or other non-municipal advisory services, the same individual may serve under both engagements – as a Registered Advisor under the client agreement with Us and as an individual service provider under the client agreement with Our affiliate. Such circumstance could be perceived as a conflict of interest considering the individual's dual service role and involvement, as well as differing duties owed to the client. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. If a client chooses to obtain services of an affiliate, even if the affiliate's services are provided by a Registered Advisor, not in their municipal advisory representative capacity but as an individual service provider acting solely on behalf of the applicable affiliate, We require that the client consult and enter into a separate agreement for such services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Affiliate's Channel Partner Arrangement

Our affiliate, PFM Solutions LLC d/b/a Synario ("Synario"), a Software-as-a-Service ("SaaS") company has entered into a channel partner arrangement with Fifth Asset, Inc. d/b/a DebtBook ("DebtBook"), a SaaS company that delivers an integrated, purpose-built financial management, treasury, and liquidity software platform for government and nonprofit organizations. As part of the arrangement, We have agreed to introduce clients to Synario for the purpose of Synario referring the client to utilize DebtBook products (the "Purpose"). A percentage of fees received from successful referrals that become clients of DebtBook will be paid by DebtBook to Synario in consideration for the referral. Additionally, individual members of Ours, solely in their personal capacity and independent of Us or any of Our affiliates, hold passive, minority, investment interests in DebtBook, that, in the aggregate, represent less than one percent (1%) of DebtBook's fully diluted shares, which shares are not publicly traded. The referral and corresponding referral fee compensation together with these de minimis personal ownership interests create a material conflict of interest as they provide Us with an incentive introduce clients to Our affiliate for the Purpose. Accordingly, We mitigate conflicts of interest arising in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. The channel partner arrangement does not cause an increase in the municipal advisory fees charged to you. If you choose to obtain services of DebtBook, you must make an independent, informed, evaluation of the services offered and enter into a separate agreement for such services directly with DebtBook.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in '**Item 9 Disclosure Information**' of form MA, '**Item 6 Disclosure Information'** of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –
https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001669517&owner=include&count=40

III. Specific Conflicts of Interest Disclosures – PALERMO COMMUNITY DEVELOPMENT DISTRICT 2026 CONTRACT

To Our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB's website at www.msrb.org, and consult the MSRB's Municipal Advisory Client brochure. The MSRB's Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM's Financial Advisory services are provided by PFM Financial Advisors LLC. PFM's Swap Advisory services are provided by PFM Swap Advisors LLC. Both entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

RESOLUTION NO. 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING POLICIES AND PROCEDURES RELATING TO THE REVIEW OF REQUESTS FOR FENCE ENCROACHMENTS INTO DRAINAGE EASEMENTS DEDICATED TO THE DISTRICT; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Palermo Community Development District (the "District") is organized for purposes which include ownership and operation of certain public infrastructure within or benefiting the residential development known generally as Crane Landing; and

WHEREAS, throughout the year, the District receives various requests by certain property owners seeking to install a fence and related improvements within a drainage easement dedicated or granted to the District ("Encroachment Agreement Request"); and

WHEREAS, it is not practical, expeditious or economical to arrange and hold meetings of the Board of Supervisors (the "Board") each time an Encroachment Agreement Request is received from a property owner; and

WHEREAS, the Board desires to approve policies and procedures for the review and approval (if applicable) of an Encroachment Agreement Request. And, further, with respect to any Encroachment Agreement Request approved pursuant to the policies and procedures by the Chairman or the Vice Chairman (in the Chairman's absence), such individual shall have the authority to execute necessary documentation in connection with the approval of such Encroachment Agreement Request.

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

SECTION 1. **RECITALS**. The foregoing recitals are true and correct and incorporated herein as if written into the body of this Resolution.

SECTION 2. **FENCE ENCROACHMENT POLICIES AND PROCEDURES**. The Fence Encroachment Policies and Procedures attached hereto and made a part of this Resolution as **Exhibit "A"** are hereby approved for use by the District.

SECTION 3. **FORM OF FENCE ENCROACHMENT APPLICATION INSTRUCTIONS**. The form of the Fence Encroachment Application Instructions attached hereto and made a part of this Resolution as **Exhibit "B"** is hereby approved for use by the District in substantially the form attached.

SECTION 4. **FORM OF FENCE ENCROACHMENT AGREEMENT**. The form of the Fence Encroachment Agreement attached hereto and made a part of this Resolution as **Exhibit "C"** is hereby approved for use by the District in substantially the form attached.

SECTION 5. **Authorized Officer**. The Chairman or the Vice Chairman (in the Chairman's absence) is hereby designated by the District and authorized by the District to carry out the policies and procedures set forth herein with regard to Encroachment Agreement Requests.

SECTION 6. **Continuing Effect**. The policies and procedures attached to this Resolution as Exhibit "A", the form of application instructions attached to this Resolution as Exhibit "B", and the form of the agreement attached to this Resolution as Exhibit "C" shall stay in full force and effect until such time as the Board may amend or rescind said policies, procedures, application instructions or agreement form(s), as applicable.

SECTION 7. **SUBSEQUENT PRESENTATION TO THE BOARD**. A copy of any approved Encroachment Agreement Request and any corresponding documents required pursuant to this Resolution shall be made available to the Board for informational purposes only at its next regularly scheduled meeting following approval; provided, however, that any failure to present said approved Encroachment Agreement Request shall not affect the validity or implementation of this Resolution.

SECTION 8. **SEVERABILITY**. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 9. **CONFLICTS**. All Sections or parts of Sections of any Resolutions or actions of the Board in conflict are hereby repealed to the extent of such conflict.

SECTION 10. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Palermo Community Development District, Lee County, Florida, this 18th day of June 2026.

ATTEST:

PALERMO
COMMUNITY DEVELOPMENT DISTRICT

James P. Ward, Secretary

Scott Edwards, Chairperson

Exhibit "A"
Fence Encroachment Policies and Procedures

A. Generally

1. For purposes of these Fence Encroachment Policies and Procedures, a "Fence Encroachment" shall mean any proposed encroachment of a fence of a property owner into a drainage easement dedicated or granted to the District.

2. Attached as Exhibit "B" are the Fence Encroachment Application Instructions for a property owner that desires to submit an application to the District ("Fence Encroachment Application") for the District to approve a Fence Encroachment. The District Manager may develop and establish an application consistent with the Fence Encroachment Application Instructions to facilitate the intake of requests for Fence Encroachments.

3. The Fence Encroachment Application shall be reviewed by the District Manager, in consultation with District Counsel, to determine whether to approve, approve with conditions or deny the Fence Encroachment Application.

4. The District reserves the right to deny any Fence Encroachment Application or impose any conditions on a Fence Encroachment Application based on considerations that the District deems necessary or appropriate including, without limitation, impacts on the District's stormwater management system, access to stormwater management facilities, potential damage to stormwater management improvements and safety.

5. To the extent the Fence Encroachment Application is to be approved, the property owner will be required to enter into a Fence Encroachment Agreement with the District, which agreement will specify the terms of Fence Encroachment being permitted. The form Fence Encroachment Agreement attached as Exhibit "C" to these Fence Encroachment Policies and Procedures is hereby approved for use as a form by the District as appropriate. If after applicable review, a Fence Encroachment Application is set to be approved, the Fence Encroachment Agreement will be finalized by District Counsel.

Further, because it is recognized that circumstances may arise where property conditions necessitate certain modifications to the form Fence Encroachment Agreement or where a property owner may request certain modifications to the form Fence Encroachment Agreement, the District Manager shall be permitted, after consultation with District Counsel, to make modifications to the form Fence Encroachment Agreement, provided such modifications do not materially and unreasonably alter the intent, purpose and protection provided to the District by the form Fence Encroachment Agreement. The Chairman (or Vice Chairman in the Chairman's absence) is hereby designated by the District and authorized by the District to execute, when appropriate, the Fence Encroachment Agreement in connection with any approved Fence Encroachment.

Exhibit "B"
Form of Fence Encroachment Application Instructions

PALERMO COMMUNITY DEVELOPMENT DISTRICT

FENCE ENCROACHMENT

APPLICATION INSTRUCTIONS

Attached to these instructions is a template of the Fence Encroachment Agreement typically used by Palermo Community Development District ("**District**") when a landowner desires to encroach into a Drainage Easement ("**Drainage Easement**") dedicated or granted to the District. Please familiarize yourself with the terms and conditions of the form agreement prior to submitting the application. All potential fence encroachments are reviewed on a case-by-case basis and may be approved, approved with conditions or denied by the District in its discretion.

INSTRUCTIONS:

1. The property owner seeking a Fence Encroachment Agreement must provide to the District the following information:

    a) Landowner's name (exactly as shown on title to the property), physical address, folio number, and contact information.

    b) A description of the proposed fence and/or gate that will encroach into the Drainage Easement, including copies of professional plans and specifications and permits and approvals applied for or received. The materials must include details of fence post foundation size and depth.

    c) A letter of acknowledgement and approval of the fenced and/or gate, as described in the plans and specifications, from any applicable homeowners' association.

    d) Proof of ownership of landowner's property (i.e. copy of deed to landowner's property).

    e) A copy of the applicable subdivision plat.

    f) A copy of a land survey depicting the proposed encroachment area into the Drainage Easement. The survey shall include surveyed as-builts of existing facilities within the encroachment area including pipe inverts, pipe location, pipe material and pipe size.

    g) Any other information reasonably requested by the District and pertaining to the proposed improvement or structure.

2. The landowner is responsible for paying all costs incurred by the District with respect to the landowner's request to encroach into a Drainage Easement, including all legal and professional fees and any other fees and costs incurred by the District.

To the extent the District approves allowing the encroachment, the landowner and the District will sign a Fence Encroachment Agreement and the landowner will be responsible for the recording fee associated with recording the document in the Public Records of Lee County, Florida.

3. The application information and documentation listed above and the application fee must be delivered to the District, c/o the District Manager, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817. The application is recommended to be provided by email to the District Manager at wardj@pfm.com.

4. Following receipt of the above, the District will review the application and make a determination whether to approve, approve with conditions or deny the application.

5. Any changes to the Fence Encroachment Agreement or any provision thereof, must be approved by District Counsel prior to execution and recording by the District.

6. Landowner is solely responsible for obtaining permits and approvals of government agencies, homeowners' associations, or any other person or entity having jurisdiction over the property or the improvements, including all costs thereof. Nothing in the Fence Encroachment Agreement shall constitute any acknowledgement, approval or waiver by the District of any requirement, permit, or approval of any applicable government agency, homeowners' association, or any other person or entity having jurisdiction over the property or the improvements.

7. Send submittals as follows:

    a. Initial application:
        i. James P. Ward – PFM Management Services, LLC – wardj@pfm.com
        ii. James P. Ward – PFM Management Services, LLC., 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817

EXHIBIT “A”
Site Plan

Exhibit "C"
Fence Encroachment Agreement

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

FENCE ENCROACHMENT AGREEMENT

THIS FENCE ENCROACHMENT AGREEMENT (this "**Agreement**") is made this _____ day of _____, 202____, by and between **PALERMO COMMUNITY DEVELOPMENT DISTRICT** ("**District**") and _____ ("**Owner**").

RECITALS

A. Owner is the owner in fee simple of that certain real property located at _____, which real property is legally described as follows (the "**Owner's Property**"):

> Lot ____, Block ____, Crane Landing *[Phase___]*, according to the plat thereof as recorded as Instrument Number _____ of the Public Records of Lee County, Florida.

B. Pursuant to the terms of the plat of Crane Landing *[Phase___]*, a subdivision according to the plat thereof, as recorded as Instrument Number _____ of the Public Records of Lee County, Florida (the "**Plat**"), the _____ side of the Owner's Property is subject to and encumbered by a _____' *drainage easement* (the "**Easement**"). District is the owner and holder of rights in the Easement.

C. Owner intends to construct and maintain a fence and related improvements (collectively, the "**Fencing Improvements**") that will encroach into the Easement (the "**Encroachment**") as generally shown on the plan attached as **Exhibit "A"** and made a part of this Agreement (the "**Site Plan**").

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct**. Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Fencing Improvements encroaching into the Easement shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that, notwithstanding Owner's agreement to the restrictive covenant set forth herein, any portion of the Fencing Improvements

within the Easement has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Fencing Improvements in the Easement in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees District may, and hereby further authorizes District to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Easement is by consent of District and not by any claim of some other right.

3. **Owner's Responsibilities**. Owner agrees to, and acknowledges the following responsibilities as a condition to District's consent to the Encroachment:

a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Fencing Improvements, including any permits or approvals required for the work;

b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

c. Owner shall ensure the installation, operation, and maintenance of the Fencing Improvements are conducted in compliance with all applicable laws;

d. Owner shall ensure the installation, operation, and maintenance of the Fencing Improvements does not damage any property of the District, or any third-party's property, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

e. Owner shall operate, maintain, and repair the Fencing Improvements, in good and proper working condition and repair;

f. Except as to the approved Encroachment approved herein, Owner shall ensure that the District has access through the Easement to and from components of the District's stormwater management system to allow the District to operate, maintain and repair the same, as needed;

g. Owner shall maintain the Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense;

h. Owner shall comply with all rules and policies of the District relating to encroachments as promulgated by the District from time to time; and

4. **Additional Costs**. In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences District's use of the Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the

Encroachment be moved or removed, at no cost to District, as then may be needed to allow District the needed use of the Easement. If Owner fails to remove the Encroachment after written request of the District, the District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

5. **Indemnification**. In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the "**Indemnified Parties**"), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys' fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

6. **Other Approvals**. Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Easement, including, without limitation, Lee County and the Crane Landing Homeowners Association, Inc.

7. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner's Property.

8. **Governing Law / Venue**. This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Lee County, Florida.

9. **Prevailing Party**. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

10. **Partial Invalidity**. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Modifications**. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.

12. **Severability**. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted

as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

13. **Integration**. This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

14. **Interpretation**. This Agreement has been negotiated fully between the parties as an arms' length transaction. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

15. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Lee County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment.

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)

The parties have executed this Agreement as of the date first written above.

DISTRICT:

PALERMO COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____
James P. Ward, Secretary

By:_____
_____, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization this _____ day of _____, 202____, by _____, as Chairman of Palermo Community Development District, on behalf of said community development district, who is (__) personally known to me or (__) has produced _____ as evidence of identification.

(SEAL)

_____
NOTARY PUBLIC
Name:_____
(Type or Print)
My Commission Expires:

OWNER:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization this _____ day of _____, 202____, by _____, who (__) is/are personally known to me or (__) have/has produced _____ as evidence of identification.

(SEAL)

_____
NOTARY PUBLIC
Name:_____
(Type or Print)
My Commission Expires:

J.P. WARD AND ASSOCIATES, LLC.

2301 N.E. 37th ST
FORT LAUDERDALE FL 33308

Lee County – Community Development Districts **04/15/2026**
FLORIDA

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2026
Esplanade Lake Club	1,321
Ibis Landing	329
Miromar Lakes	1,387
Palermo	896
Timber Creek Southwest	1,879

Tammy Lipa – Voice: 239-533-6329
Email: tlipa@lee.vote

Send to: James P. Ward jimward@jpwardassociates.com Phone: 954-658-4900
Cc: Cori Dissinger coridissinger@jpwardassociates.com Phone: 407-913-3545
Cc: Katey Selchan katherineselchan@jpwardassociates.com

Community Development District

MEMO

District Manager: James P. Ward
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308
Phone: 954.658.4900
Email: Wardj@pfm.com

To: **Board of Supervisors**
From: **James P. Ward**
Date: **June 1, 2026**
Re: **Commission on Ethics Electronic Financial Disclosure Management System (EFDMS), Financial Disclosure Forms and Required Ethics Training**

Filing A Form 1

To access the Electronic Financial Disclosure Management System ("EFDMS"), visit the login page (https://disclosure.floridaethics.gov/Account/Login) and watch the instructional video for directions on how to register/confirm registration.

If you have filed a Form 1 before, click "I am a Filer" and follow the prompts.

Instructions, FAQs, and tutorials are available from the dashboard within EFDMS. Additional E-filing assistance is available Monday - Friday from 8:00 a.m. until 5:00 p.m. EST by contacting the Commission directly (850) 488-7864.

Chrome, Edge, or Firefox are the recommended browsers to use in the EFDMS website. If you are not using one of these browsers, you will be able to access the site, but the pages may not display or function as designed. The use of a mobile device for completing a form in EFDMS is strongly discouraged.

Ethics Training Requirements:

Pursuant to Section 112.3142, *Florida Statutes*, all Supervisors of a Community Development District organized and existing under the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, are required to complete four (4) hours of ethics training each calendar year. The four (4) hours of Ethics Training shall be allocated amongst the following categories:

- two (2) hours of ethics law,
- one (1) hour of Sunshine Law; and
- one (1) hour of Public Records law

Supervisors will report their 2026 training when they fill out their Form 1 (Statements of Financial Interests) for the year 2027 by checking a box confirming that they have completed the annual Ethics Training.

Please note that the four (4) hours of the Ethics Training do not have to be completed all at once. *ETHICS TRAINING IS REQUIRED TO BE COMPLETED BY DECEMBER 31, 2026 FOR THE FORM 1 THAT IS FILED IN 2027*.

It is highly recommended that you keep a record of all ethics training used to satisfy the Ethics Training requirements. At present, there is no need to submit a certificate or letter of completion of Ethics Training. However, the Florida Commission on Ethics ("COE") advises that Supervisors maintain a record in the event they are asked to provide proof of completion of all Ethics Training.

Additionally, you may be solicited by a private organization (Florida Association of Special Districts) – to take their Ethics Training Course on their platform for which there is a fee. **You are NOT required to use their services nor pay the fees they charge.** There are several free online resources and links to resources that Supervisors might find helpful, including free training for the two (2) hour ethics portion and links to outside training(s) which can be used to satisfy the other categories of the Ethics Training. **You may take training from any source you choose**.

General Resource: Florida Commission on Ethics – Training – Ethics (state.fl.us)

1. **Free Training Programs:**

   Ethics law – The COE provides several free training videos (audio/visual or audio only) covering specific ethics law topics. Please note that two (hours" in the category of ethics law are required annually. Pursuant to CEO 13-15, "hours" may be measured in fifty (50) minute increments so you should ensure you satisfactorily complete sufficient programs to satisfy the two-hour ethics requirement if choosing a combination of training videos listed below.

   a. **State Ethics Laws for Constitutional Officers & Elected Municipal Officers:**
   Note: Google Chrome web browser will not open – use another web browser.
   Video Tutorial

   b. **Office of the Attorney General offers training on Sunshine Law and Public Records Law (22-page presentation – no audio):**
   23-page presentation – no audio

   c. **Office of the Attorney General 2-hour Audio-only Presentation regarding Public Meetings and Public Records Law:**
   Audio presentation – no video

   d. Ethics law, Sunshine law, and Public Records law – The Florida League of Cities offers a free four-hour online course which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. Registration is required for this class; however, there is no registration fee.
   FLC Mandated Ethics Workshop

2. Other Training Programs

a. **Florida State University's Florida Institute of Government** offers a "4-Hour Ethics Course" which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. The registration fee is $79.00.

- 4-Hour Ethics Course

b. **Florida Ethics Institute (FEI)** offers a 4-hour Florida Ethics & Open Government Master Class satisfies the state's annual ethics training requirement mandated by the Code of Ethics for Public Officers and Employees and applicable to elected municipal officers, constitution officers, and others. In accordance with the legal mandate the training consists of two hours of Ethics Law (covering Florida's ethics laws and Art. II, s. 8, Fla. Const.), one hour of Sunshine Law (Ch. 286, F.S.), and one hour of Public Records Law (Ch. 119, F.S.) education. The cost is $75.00.

- www.floridaethics.org/courses/florida-ethics-law-4-hour-course

Palermo

Community Development District

Financial Statements
April 30, 2026

PFM Management Services LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Phone: (954) 658-4900

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Palermo Community Development District
Balance Sheet
Through April 30, 2026

	Governmental Funds					Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		Capital Project Funds				
		Series 2023	Series 2025	Series 2023	Series 2025	General Long Term Debt	General Fixed Assets	
Assets								
Cash and Investments								
General Fund								
Truist - Checking Account	$ 166,195	$ -	$ -	$ -	$ -	$ -	$ -	$ 166,195
FMIT - Investment Account	403,822	-	-	-	-	-	-	403,822
Debt Service Fund								
Reserve Account	-	377,788	276,913	-	-	-	-	654,700
Revenue Account	-	1,033,271	564,351	-	-	-	-	1,597,622
Interest	-	-	2	-	-	-	-	2
Construction Account	-	-	-	2,142	1,832	-	-	3,974
Due from Other Funds								
General Fund	-	7,890	5,763	-	-	-	-	13,653
Debt Service Fund(s)	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-
Unamortized Prem/Discount on Bonds Payable	-	-	-	98,324	41,415	-	-	139,739
Amount Available in Debt Service Funds	-	-	-	-	-	1,418,948	-	1,418,948
Amount to be Provided by Debt Service Funds	-	-	-	-	-	17,931,052	-	17,931,052
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	8,375,856	8,375,856
Total Assets	**$ 570,018**	**$ 1,418,948**	**$ 847,029**	**$ 100,465**	**$ 43,248**	**$ 19,350,000**	**$ 8,375,856**	**$ 30,705,564**

Palermo Community Development District
Balance Sheet
Through April 30, 2026

	Governmental Funds					Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		Capital Project Funds		General Long Term Debt	General Fixed Assets	
		Series 2023	Series 2025	Series 2023	Series 2025			
Liabilities								
Accounts Payable	-	-	-	-	-	-	-	-
Due to Other Funds								
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	13,653	-	-	-	-	-	-	13,653
Due to Lee County	164,745	-	-	-	-	-	-	164,745
Due to Developer	-	-	-	3,214,894	-	-	-	3,214,894
Bonds Payable								
Current Portion (Due within 12 months)								
Series 2023	-	-	-	-	-	195,000	-	195,000
Series 2025	-	-	-	-	-	120,000	-	120,000
Long Term								
Series 2023	-	-	-	-	-	10,980,000	-	10,980,000
Series 2025	-	-	-	-	-	8,055,000	-	8,055,000
Total Liabilities	**$ 178,398**	**$ -**	**$ -**	**$ 3,214,894**	**$ -**	**$ 19,350,000**	**$ -**	**$ 22,743,293**
Fund Equity and Other Credits								
Investment in General Fixed Assets	-	-	-	-	-	-	8,375,856	8,375,856
Fund Balance								
Restricted								
Beginning: October 1, 2025 (Unaudited)	-	921,932	278,531	(4,506,945)	7,538,132	-	-	4,231,651
Results from Current Operations	-	497,016	568,498	1,392,515	(7,494,884)	-	-	(5,036,855)
Unassigned								
Beginning: October 1, 2025 (Unaudited)	273,358	-	-	-	-	-	-	-
Allocation of Fund Balance								
Reserve for First Three Months Operations	46,384	-	-	-	-	-	-	46,384
Extraordinary Capital/Operations	256,141	-	-	-	-	-	-	256,141
Results from Current Operations	89,095	-	-	-	-	-	-	89,095
Total Fund Equity and Other Credits	**$ 391,619**	**$ 1,418,948**	**$ 847,029**	**$ (3,114,429)**	**$ 43,248**	**$ -**	**$ 8,375,856**	**$ 7,962,271**
Total Liabilities, Fund Equity and Other Credits	**$ 570,018**	**$ 1,418,948**	**$ 847,029**	**$ 100,465**	**$ 43,248**	**$ 19,350,000**	**$ 8,375,856**	**$ 30,705,564**

Palermo Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2026

Description	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	$ -	0%
Interest				
Interest - FMIT	1,329	3,822	-	0%
Special Assessment Revenue				
Special Assessments - On-Roll	2,171	212,686	220,370	97%
Other Fees and Charges				
Discounts/Collection Fees	-	-	(11,488)	0%
Total Revenue and Other Sources	**$ 3,500**	**$ 216,508**	**$ 208,882**	**104%**
Expenditures and Other Uses				
Legislative				
Board of Supervisor's Fees	400	1,200	1,600	75%
Executive				
Professional Management	3,750	26,250	45,000	58%
Financial and Administrative				
Audit Services	-	7,100	5,600	127%
Accounting Services	2,325	16,275	27,900	58%
Assessment Roll Preparation	2,325	16,275	27,900	58%
Arbitrage Rebate Services	-	-	1,000	0%
Other Contractual Services				
Legal Advertising	1,462	1,462	1,500	97%
Trustee Services	4,246	8,493	8,493	100%
Dissemination Agent Services	-	2,500	10,000	25%
Property Appraiser Fees	-	985	750	131%
Bank Service Fees	-	-	250	0%
Communications & Freight Services				
Postage, Freight & Messenger	35	366	200	183%
Website Services	-	1,200	2,400	50%
Insurance	-	6,663	6,514	102%
Printing & Binding	-	-	50	0%
Subscription & Memberships	-	175	175	100%
Legal Services				
Legal - General Counsel	-	5,236	7,500	70%
Legal - Series 2023 Bonds	-	3,149	-	0%
Legal - Series 2025 Bonds	-	918	-	0%
Other General Government Services				
Engineering Services	-	-	5,000	0%
Contingencies	-	-	7,050	0%
Reserve Allocations				
Extraordinary Capital/Operation	4,167	29,167	50,000	58%
Total Expenditures and Other Uses	**$ 18,710**	**$ 127,413**	**$ 208,882**	61%
Net Increase/ (Decrease) in Fund Balance	**(15,211)**	**89,095**	**-**	
Total Fund Balance - Beginning	402,663	273,358	273,358	
Additions to Extraordinary Capital/Operation	4,167	29,167	50,000	
Total Fund Balance - Ending	**$ 391,619**	**$ 391,619**	**$ 323,358**	

Prepared by:
PFM Management Services LLC

Palermo Community Development District
Debt Service Fund - Series 2023
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2026

Description	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	-	0%
Interest Income				
Reserve Account	1,122	8,121	16,554	49%
Revenue Account	1,129	6,176	11,253	55%
Special Assessmentn Revenue				
Special Assessments - On Roll	7,890	772,924	815,540	95%
Other Fees and Charges				
Discounts for Early Payment	-	-	(56,371)	0%
Intragovernmental Transfer In	-	-	-	0%
Total Revenue and Other Sources	**$ 10,141**	**$ 787,222**	**$ 786,976**	**100%**
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2023	-	-	195,000	0%
Principal Debt Service - Early Redemptions				
Series 2023	-	282,084	-	0%
Interest Expense				
Series 2023	-	-	564,169	0%
Intragovernmental Transfer Out	1,122	8,121	-	0%
Total Expenditures and Other Uses	**$ 1,122**	**$ 290,206**	**$ 759,169**	**38%**
Net Increase/ (Decrease) in Fund Balance	**9,019**	**497,016**	**27,807**	
Fund Balance - Beginning	1,409,929	921,932	921,932	
Fund Balance - Ending	**$ 1,418,948**	**$ 1,418,948**	**$ 949,739**	

Palermo Community Development District
Debt Service Fund - Series 2025
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2026

Description	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	-	0%
Interest Income				
Interest Account	0	18	-	0%
Reserve Account	822	5,953	-	0%
Revenue Account	1,668	5,530	-	0%
Special Assessment Revenue				
Special Assessments - On Roll	5,763	564,579	595,826	95%
Other Fees and Charges				
Discounts for Early Payment	-	-	(41,415)	0%
Developer Contributions	-	215,576	-	0%
Intragovernmental Transfer In	-	0	-	0%
Total Revenue and Other Sources	**$ 8,254**	**$ 791,656**	**$ 554,411**	**0%**
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2025	-	-	120,000	0%
Principal Debt Service - Early Redemptions				
Series 2025	-	-	-	0%
Interest Expense				
Series 2025	-	217,206	434,411	50%
Intragovernmental Transfer Out	822	5,953	-	0%
Total Expenditures and Other Uses	**$ 822**	**$ 223,159**	**$ 554,411**	**0%**
Net Increase/ (Decrease) in Fund Balance	**7,432**	**568,498**	**-**	
Fund Balance - Beginning	839,598	278,531	278,531	
Fund Balance - Ending	**$ 847,029**	**$ 847,029**	**$ 278,531**	

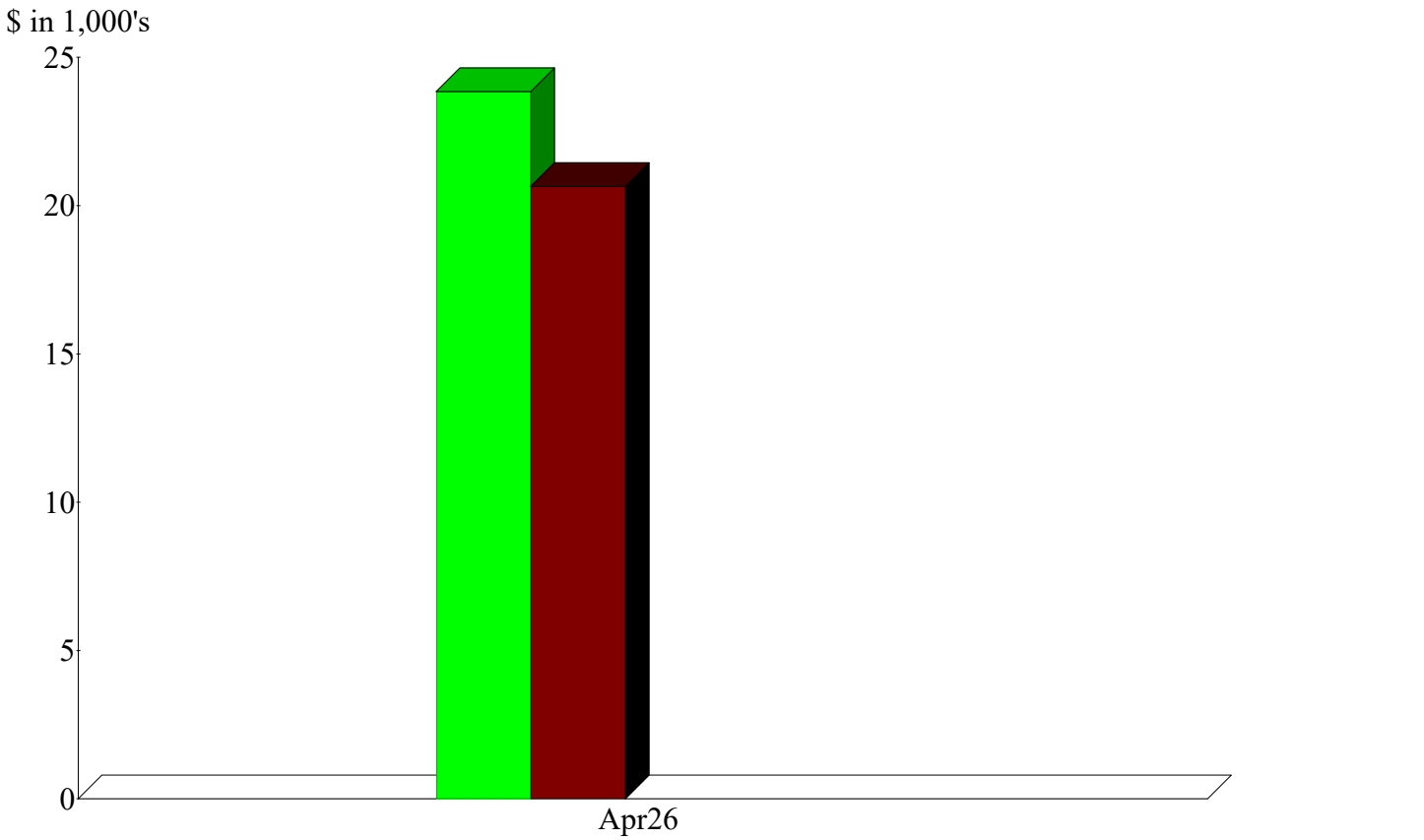
Palermo Community Development District
Capital Projects Fund - Series 2023
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2026

Description	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	$ -	0%
Interest Income				
Construction Account	3	263	-	0%
Intragovernmental Transfer In	1,122	1,392,253	-	0%
Total Revenue and Other Sources	$ 1,125	$ 1,392,515	$ -	**0%**
Expenditures and Other Uses				
Conservation and Resource Management				
Irrigation	-	-	-	0%
Capital Outlay				
Intragovernmental Transfer Out	-	-	-	0%
Total Expenditures and Other Uses	$ -	$ -	$ -	**0%**
Net Increase/ (Decrease) in Fund Balance	**1,125**	**1,392,515**	**-**	
Fund Balance - Beginning	(3,115,554)	(4,506,945)	-	
Fund Balance - Ending	$ (3,114,429)	$ (3,114,429)	$ -	

Palermo Community Development District
Construction Project Fund - Series 2025
Statement of Revenues, Expenditures and Changes in Fund Balance
Through April 30, 2026

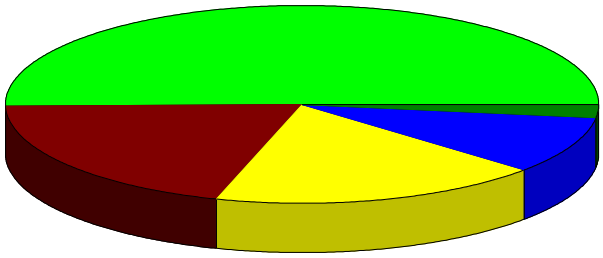
Description	April	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	$ -	0%
Interest Income				
Construction Account	3	78,705	-	0%
Intragovernmental Transfer In	822	5,953	-	0%
Total Revenue and Other Sources	$ 825	$ 84,658	$ -	**0%**
Expenditures and Other Uses				
Conservation and Resource Management				
Irrigation	-	228,785	-	0%
Capital Outlay				
Water-Sewer Combination	-	3,552,805	-	0%
Stormwater Management	-	2,413,821	-	0%
Intragovernmental Transfer Out	-	1,384,131	-	0%
Total Expenditures and Other Uses	$ -	$ 7,579,542	$ -	**0%**
Net Increase/ (Decrease) in Fund Balance	**825**	**(7,494,884)**	**-**	
Fund Balance - Beginning	42,423	7,538,132	-	
Fund Balance - Ending	$ 43,248	$ 43,248	$ -	

Income and Expense by Month
April 2026



Expense Summary
April 2026

5130000 · Financial and Administrative	50.32%
9099000 · Reserve Allocations	20.17
5120000 · Executive	18.16
5810000 · Interfund Transfer Out	9.41
5110000 · Legislative	1.94
Total	$20,654.38



By Account

Palermo

Community Development District

Financial Statements
May 31, 2026

PFM Management Services LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Phone: (954) 658-4900

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Palermo Community Development District
Balance Sheet
Through May 31, 2026

	Governmental Funds					Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		Capital Project Funds		General Long Term Debt	General Fixed Assets	
		Series 2023	Series 2025	Series 2023	Series 2025			
Assets								
Cash and Investments								
General Fund								
Truist - Checking Account	$ 141,275	$ -	$ -	$ -	$ -	$ -	$ -	$ 141,275
FMIT - Investment Account	404,823	-	-	-	-	-	-	404,823
Debt Service Fund								
Reserve Account	-	377,788	276,913	-	-	-	-	654,700
Revenue Account	-	1,042,680	572,046	-	-	-	-	1,614,726
Interest	-	-	2	-	-	-	-	2
Construction Account	-	-	-	3,233	2,633	-	-	5,867
Due from Other Funds								
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-
Unamortized Prem/Discount on Bonds Payable	-	-	-	98,324	41,415	-	-	139,739
Amount Available in Debt Service Funds	-	-	-	-	-	1,420,467	-	1,420,467
Amount to be Provided by Debt Service Funds	-	-	-	-	-	17,929,533	-	17,929,533
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	8,375,856	8,375,856
Total Assets	**$ 546,098**	**$ 1,420,467**	**$ 848,961**	**$ 101,557**	**$ 44,049**	**$ 19,350,000**	**$ 8,375,856**	**$ 30,686,988**

Palermo Community Development District
Balance Sheet
Through May 31, 2026

	Governmental Funds					Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		Capital Project Funds		General Long Term Debt	General Fixed Assets	
		Series 2023	Series 2025	Series 2023	Series 2025			
Liabilities								
Accounts Payable	-	-	-	-	-	-	-	-
Due to Other Funds								
General Fund	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-
Due to Lee County	164,745	-	-	-	-	-	-	164,745
Due to Developer	-	-	-	3,214,894	-	-	-	3,214,894
Bonds Payable								
Current Portion (Due within 12 months)								
Series 2023	-	-	-	-	-	195,000	-	195,000
Series 2025	-	-	-	-	-	120,000	-	120,000
Long Term								
Series 2023	-	-	-	-	-	10,980,000	-	10,980,000
Series 2025	-	-	-	-	-	8,055,000	-	8,055,000
Total Liabilities	**$ 164,745**	**$ -**	**$ -**	**$ 3,214,894**	**$ -**	**$ 19,350,000**	**$ -**	**$ 22,729,639**
Fund Equity and Other Credits								
Investment in General Fixed Assets	-	-	-	-	-	-	8,375,856	8,375,856
Fund Balance								
Restricted								
Beginning: October 1, 2025 (Unaudited)	-	921,932	278,531	(4,506,945)	7,538,132	-	-	4,231,651
Results from Current Operations	-	498,535	570,429	1,393,607	(7,494,084)	-	-	(5,031,512)
Unassigned								
Beginning: October 1, 2025 (Unaudited)	273,358	-	-	-	-	-	-	-
Allocation of Fund Balance								
Reserve for First Three Months Operations	46,384	-	-	-	-	-	-	46,384
Extraordinary Capital/Operations	260,307	-	-	-	-	-	-	260,307
Results from Current Operations	74,662	-	-	-	-	-	-	74,662
Total Fund Equity and Other Credits	**$ 381,353**	**$ 1,420,467**	**$ 848,961**	**$ (3,113,337)**	**$ 44,049**	**$ -**	**$ 8,375,856**	**$ 7,957,348**
Total Liabilities, Fund Equity and Other Credits	**$ 546,098**	**$ 1,420,467**	**$ 848,961**	**$ 101,557**	**$ 44,049**	**$ 19,350,000**	**$ 8,375,856**	**$ 30,686,988**

Palermo Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through May 31, 2026

Description	May	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	$ -	0%
Interest				
Interest - FMIT	1,001	4,823	-	0%
Special Assessment Revenue				
Special Assessments - On-Roll	117	212,803	220,370	97%
Other Fees and Charges				
Discounts/Collection Fees	-	-	(11,488)	0%
Total Revenue and Other Sources	**$ 1,118**	**$ 217,626**	**$ 208,882**	**104%**
Expenditures and Other Uses				
Legislative				
Board of Supervisor's Fees	-	1,200	1,600	75%
Executive				
Professional Management	3,750	30,000	45,000	67%
Financial and Administrative				
Audit Services	-	7,100	5,600	127%
Accounting Services	2,325	18,600	27,900	67%
Assessment Roll Preparation	2,325	18,600	27,900	67%
Arbitrage Rebate Services	500	500	1,000	50%
Other Contractual Services				
Legal Advertising	1,241	2,703	1,500	180%
Trustee Services	-	8,493	8,493	100%
Dissemination Agent Services	-	2,500	10,000	25%
Property Appraiser Fees	-	985	750	131%
Bank Service Fees	-	-	250	0%
Communications & Freight Services				
Postage, Freight & Messenger	43	408	200	204%
Website Services	1,200	2,400	2,400	100%
Insurance	-	6,663	6,514	102%
Printing & Binding	-	-	50	0%
Subscription & Memberships	-	175	175	100%
Legal Services				
Legal - General Counsel	-	5,236	7,500	70%
Legal - Series 2023 Bonds	-	3,149	-	0%
Legal - Series 2025 Bonds	-	918	-	0%
Other General Government Services				
Engineering Services	-	-	5,000	0%
Contingencies	-	-	7,050	0%
Reserve Allocations				
Extraordinary Capital/Operation	4,167	33,333	50,000	67%
Total Expenditures and Other Uses	**$ 15,550**	**$ 142,964**	**$ 208,882**	68%
Net Increase/ (Decrease) in Fund Balance	**(14,433)**	**74,662**	**-**	
Total Fund Balance - Beginning	391,619	273,358	273,358	
Additions to Extraordinary Capital/Operation	4,167	33,333	50,000	
Total Fund Balance - Ending	**$ 381,353**	**$ 381,353**	**$ 323,358**	

Palermo Community Development District
Debt Service Fund - Series 2023
Statement of Revenues, Expenditures and Changes in Fund Balance
Through May 31, 2026

Description	May	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	-	0%
Interest Income				
Reserve Account	1,086	9,207	16,554	56%
Revenue Account	1,095	7,271	11,253	65%
Special Assessmentn Revenue				
Special Assessments - On Roll	424	773,349	815,540	95%
Other Fees and Charges				
Discounts for Early Payment	-	-	(56,371)	0%
Intragovernmental Transfer In	-	-	-	0%
Total Revenue and Other Sources	**$ 2,605**	**$ 789,827**	**$ 786,976**	**100%**
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2023	-	-	195,000	0%
Principal Debt Service - Early Redemptions				
Series 2023	-	282,084	-	0%
Interest Expense				
Series 2023	-	-	564,169	0%
Intragovernmental Transfer Out	1,086	9,207	-	0%
Total Expenditures and Other Uses	**$ 1,086**	**$ 291,291**	**$ 759,169**	**38%**
Net Increase/ (Decrease) in Fund Balance	**1,519**	**498,535**	**27,807**	
Fund Balance - Beginning	1,418,948	921,932	921,932	
Fund Balance - Ending	**$ 1,420,467**	**$ 1,420,467**	**$ 949,739**	

Palermo Community Development District
Debt Service Fund - Series 2025
Statement of Revenues, Expenditures and Changes in Fund Balance
Through May 31, 2026

Description	May	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	-	0%
Interest Income				
Interest Account	0	18	-	0%
Reserve Account	796	6,749	-	0%
Revenue Account	1,622	7,152	-	0%
Special Assessment Revenue				
Special Assessments - On Roll	310	564,889	595,826	95%
Other Fees and Charges				
Discounts for Early Payment	-	-	(41,415)	0%
Developer Contributions	-	215,576	-	0%
Intragovernmental Transfer In	-	0	-	0%
Total Revenue and Other Sources	**$ 2,727**	**$ 794,384**	**$ 554,411**	**0%**
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2025	-	-	120,000	0%
Principal Debt Service - Early Redemptions				
Series 2025	-	-	-	0%
Interest Expense				
Series 2025	-	217,206	434,411	50%
Intragovernmental Transfer Out	796	6,749	-	0%
Total Expenditures and Other Uses	**$ 796**	**$ 223,954**	**$ 554,411**	**0%**
Net Increase/ (Decrease) in Fund Balance	**1,931**	**570,429**	**-**	
Fund Balance - Beginning	847,029	278,531	278,531	
Fund Balance - Ending	**$ 848,961**	**$ 848,961**	**$ 278,531**	

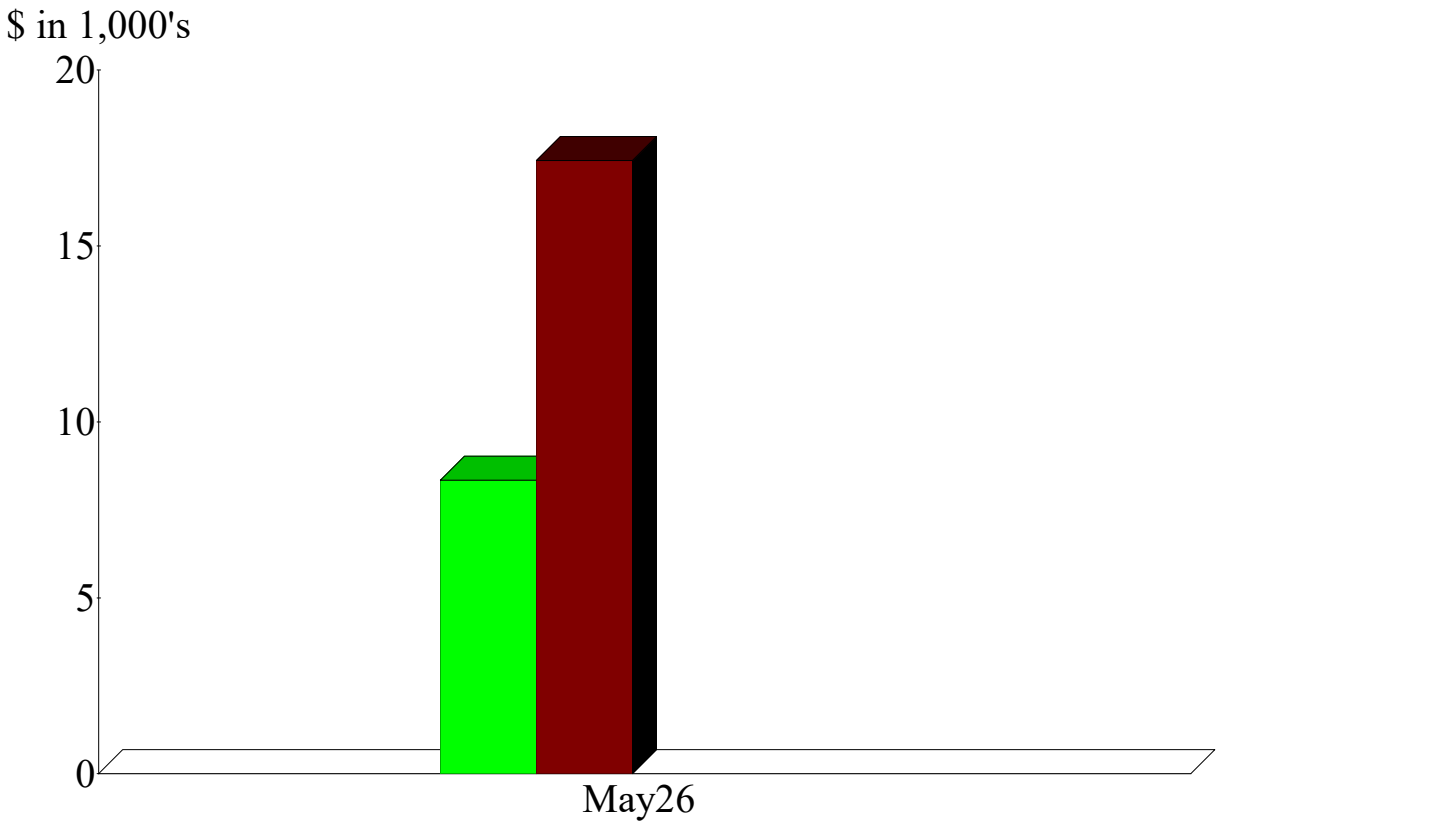
Palermo Community Development District
Capital Projects Fund - Series 2023
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2026

Description	May	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	$ -	0%
Interest Income				
Construction Account	6	269	-	0%
Intragovernmental Transfer In	1,086	1,393,339	-	0%
Total Revenue and Other Sources	$ 1,092	$ 1,393,607	$ -	**0%**
Expenditures and Other Uses				
Conservation and Resource Management				
Irrigation	-	-	-	0%
Capital Outlay				
Intragovernmental Transfer Out	-	-	-	0%
Total Expenditures and Other Uses	$ -	$ -	$ -	**0%**
Net Increase/ (Decrease) in Fund Balance	**1,092**	**1,393,607**	**-**	
Fund Balance - Beginning	(3,114,429)	(4,506,945)	-	
Fund Balance - Ending	$ (3,113,337)	$ (3,113,337)	$ -	

Palermo Community Development District
Construction Project Fund - Series 2025
Statement of Revenues, Expenditures and Changes in Fund Balance
Through May 31, 2026

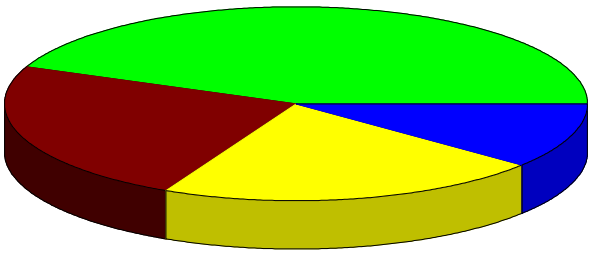
Description	May	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	$ -	$ -	$ -	0%
Interest Income				
Construction Account	5	78,710	-	0%
Intragovernmental Transfer In	796	6,749	-	0%
Total Revenue and Other Sources	$ 801	$ 85,459	$ -	**0%**
Expenditures and Other Uses				
Conservation and Resource Management				
Irrigation	-	228,785	-	0%
Capital Outlay				
Water-Sewer Combination	-	3,552,805	-	0%
Stormwater Management	-	2,413,821	-	0%
Intragovernmental Transfer Out	-	1,384,131	-	0%
Total Expenditures and Other Uses	$ -	$ 7,579,542	$ -	**0%**
Net Increase/ (Decrease) in Fund Balance	**801**	**(7,494,084)**	**-**	
Fund Balance - Beginning	43,248	7,538,132	-	
Fund Balance - Ending	$ 44,049	$ 44,049	$ -	

Palermo Community Development District
Income and Expense by Month
May 2026



Expense Summary
May 2026

5130000 · Financial and Admi	43.79%
9099000 · Reserve Allocations	23.90
5120000 · Executive	21.51
5810000 · Interfund Transfer Ou	10.79
Total	$17,431.85



By Account