

**VERANDAH WEST
COMMUNITY DEVELOPMENT
DISTRICT**

**REGULAR MEETING
AGENDA**

January 11, 2017

Verandah West Community Development District

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

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

January 4, 2017

Board of Supervisors
Verandah West Community Development District

ATTENDEES:

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

Dear Board Members:


A Regular Meeting of the Verandah West Community Development District's Board of Supervisors will be held on **Wednesday, January 11, 2017 at 1:30 p.m.**, at the **Verandah Sales Office, 11571 Verandah Blvd., Ft. Myers, Florida 33905**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments [**3 minutes per person**]
3. Consideration of **Resolution 2017-1**, Declaring Vacancies in **Seats 1 and 3** (currently held by Supervisors Jeffrey Jordan and Donald Newman, respectively)
4. Consideration of **Resolution 2017-2**, Appointing Qualified Electors to Fill the Vacancies in **Seats 1 and 3, Pursuant to Section 190.006(3)(b) Florida Statutes; Terms Expire November, 2020**
5. Administration of Oath of Office to Newly Appointed Supervisors [Seats 1 & 3] and Newly Elected Supervisor, Gerald Baldwin [Seat 5] (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - i. Form 1: Statement of Financial Interests
 - ii. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - iii. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
6. Consideration of **Resolution 2017-3**, Electing Officers of the District

7. Consideration of **Resolution 2017-4**, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
8. Consideration of LakeMasters Aquatic Weed Control Inc., Maintenance of Water Management Areas Aquatic and Wetland Management Contract Second Year Option
9. Consideration of **Resolution 2017-5**, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2015 and Ending September 30, 2016; and Providing for an Effective Date
10. Acceptance of Unaudited Financial Statements as of November 30, 2016
11. Approval of **October 12, 2016** Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - **NEXT MEETING: May 10, 2017 at 1:00 P.M.**
13. Supervisors' Requests
14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND
BY TELEPHONE:

CALL IN NUMBER: 1-888-354-0094

CONFERENCE ID: 8593810

RESOLUTION 2017-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEATS 1 AND 3 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on November 8, 2016, three (3) members of the Board of Supervisors (the “Board”) were to be elected by the Qualified Electors of the District, as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, one (1) Qualified Elector qualified to run for the three (3) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare the seats vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Electors are to be appointed to the vacant seats within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

SECTION 1. The following seats are hereby declared vacant effective as of November 22, 2016:

- Seat 1 (currently held by Jeffrey Jordan)
- Seat 3 (currently held by Donald Newman)

SECTION 2. Until such time as the District Board nominates Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board Members of the respective seats shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2017.

ATTEST:

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name:_____

Chair

RESOLUTION 2017-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT APPOINTING QUALIFIED ELECTORS TO FILL THE VACANCIES IN SEATS 1 AND 3 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(4), Supervisors shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the term of office, a vacancy occurs, the remaining members of the board shall fill the vacancy by an appointment for the remainder of the unexpired term.

WHEREAS, on November 8, 2016, three (3) members of the Board of Supervisors (the “Board”) were to be elected by the Qualified Electors of the District, as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, one (1) Qualified Elector qualified to run for the three (3) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board declared the remaining seats as vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Electors are to be appointed by the Board to the vacant seats within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution appointing Qualified Electors to fill the vacancies in Seats 1 and 3.

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

SECTION 1. The following vacant seats are hereby filled by the Qualified Electors designated below:

Seat 1 _____

Seat 3 _____

SECTION 2. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 11th day of January, 2017.

ATTEST:

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

Chair

RESOLUTION 2017-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Verandah West Community Development District was notified of the results of the General Election held on November 8, 2016 for Seats 1, 3 and 5; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Secretary	_____ Chuck Adams _____
Treasurer	_____ Craig Wrathell _____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____ Craig Wrathell _____

PASSED AND ADOPTED this _____ day of _____, 2017.

Chair/Vice Chair

Secretary/Assistant Secretary

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: Board of Supervisors
Verandah West Community Development District

From: Jonathan T. Johnson

Date: October 4, 2016

Re: Prompt Payment Policies and Procedures

The purpose of this memorandum is to outline the Verandah West Community Development District's ("District") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("Act"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("Prompt Payment Policies and Procedures") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fail to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.

RESOLUTION 2017-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Verandah West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Lee County, Florida; and

WHEREAS, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the “Board”) accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

ATTEST:

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures **In Accordance With the Local Government Prompt Payment Act** **Chapter 218, Part VII, Florida Statutes**

_____, 2016

Verandah West Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the Verandah West Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the

Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, “Date Stamped” shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent’s confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors (“Board”) or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District’s current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone _____, email _____, Fax _____).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number

5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

c/o _____

2. Email Address

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and

3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Contractor

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In

addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

RESOLUTION 2017-5

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT RELATING TO THE
AMENDMENT OF THE ANNUAL BUDGET FOR THE
FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND
ENDING SEPTEMBER 30, 2016; AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, on August 12, 2015, the Board of Supervisors (hereinafter referred to as the “Board”) of the Verandah West Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2015/2016; and

WHEREAS, the Board desires to amend the previously adopted budget for the Fiscal Year 2015/2016.

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

Section 1. The Fiscal Year 2015/2016 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2016 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this ____ day of _____, 2017.

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT "A"

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AMENDED BUDGET
FISCAL YEAR 2016
EFFECTIVE NOVEMBER 30, 2016**

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AMENDED BUDGET
FISCAL YEAR 2016**

	Actual	Original Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
REVENUE					
Special assessment: on-roll	\$ 163,881	\$ 162,073	\$ (1,808)	\$ -	\$ 162,073
Special assessment: off-roll	34,789	36,279	1,490	-	36,279
Settlement	3,000	-	(3,000)	3,000	3,000
Interest & miscellaneous	86	318	232	(232)	86
Total revenue	<u>201,756</u>	<u>198,670</u>	<u>(3,086)</u>	<u>2,768</u>	<u>201,438</u>
EXPENDITURE					
Professional & administrative					
Supervisor fees	1,590	2,648	1,058	(1,058)	1,590
Management and accounting	66,217	66,181	(36)	36	66,217
Audit	7,579	7,573	(6)	6	7,579
Legal	8,465	5,296	(3,169)	3,169	8,465
Field management	11,208	11,208	-	-	11,208
Engineering	3,521	2,648	(873)	873	3,521
Trustee	6,001	5,296	(705)	705	6,001
Dissemination agent	4,385	4,385	-	-	4,385
Arbitrage	1,590	1,589	(1)	1	1,590
Assessment roll preparation	12,720	12,711	(9)	9	12,720
Telephone	410	410	-	-	410
Postage	221	397	176	(176)	221
Insurance	6,278	6,901	623	(623)	6,278
Printing & binding	855	855	-	-	855
Legal advertising	1,142	1,324	182	(182)	1,142
Office expenses and supplies	50	132	82	(82)	50
Website	680	265	(415)	415	680
Contingencies	932	794	(138)	5,138	5,932
Annual district filing fee	185	185	-	-	185
Total professional & admin	<u>134,029</u>	<u>130,798</u>	<u>(3,231)</u>	<u>8,231</u>	<u>139,029</u>
Water management					
Contractual services	59,807	60,906	1,099	(1,099)	59,807
Aquascaping	1,378	2,648	1,270	(1,270)	1,378
Contingencies	275	530	255	(255)	275
Total water management	<u>61,460</u>	<u>64,084</u>	<u>2,624</u>	<u>(2,624)</u>	<u>61,460</u>

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AMENDED BUDGET
FISCAL YEAR 2016**

	Actual	Original Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
Other fees and charges					
Property appraiser	777	1,256	479	(479)	777
Tax collector	761	2,532	1,771	(1,771)	761
Total other fees & charges	<u>1,538</u>	<u>3,788</u>	<u>2,250</u>	<u>(2,250)</u>	<u>1,538</u>
Total expenditures	<u>197,027</u>	<u>198,670</u>	<u>1,643</u>	<u>3,357</u>	<u>202,027</u>
Excess/(deficiency) of revenues over/(under) expenditures	4,729	-	(4,729)	(589)	(589)
Fund balances - beginning	67,821	82,658	14,837	(14,837)	67,821
Fund balances - ending	<u>\$ 72,550</u>	<u>\$ 82,658</u>	<u>\$ 10,108</u>	<u>\$ (15,426)</u>	<u>\$ 67,232</u>

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2016**

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2016**

	Major Funds		Total Governmental Funds
	General	Debt Service Series 2013	
ASSETS			
Cash (SunTrust)	\$274,265	\$ -	\$ 274,265
Investments			
Revenue account	-	76,031	76,031
Reserve account	-	448,350	448,350
Due from general fund	-	188,773	188,773
Undeposited funds	3,007	-	3,007
Due from other governments	6,144	26,303	32,447
Total assets	<u>\$283,416</u>	<u>\$ 739,457</u>	<u>\$ 1,022,873</u>
LIABILITIES			
Accounts payable	\$ 5,073	\$ -	\$ 5,073
Due to debt service fund	188,773	-	188,773
Due to other governments	76	-	76
Total liabilities	<u>193,922</u>	<u>-</u>	<u>193,922</u>
Fund balances:			
Restricted for:			
Debt service	-	739,457	739,457
Unassigned	89,494	-	89,494
Total fund balances	<u>89,494</u>	<u>739,457</u>	<u>828,951</u>
Total liabilities and fund balances	<u>\$283,416</u>	<u>\$ 739,457</u>	<u>\$ 1,022,873</u>

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED NOVEMBER 30, 2016**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on-roll	\$ 37,849	\$ 37,849	\$ 161,193	23%
Special assessment: off-roll	3,007	7,503	36,084	21%
Interest & miscellaneous	3	6	317	2%
Total revenue	<u>40,859</u>	<u>45,358</u>	<u>197,594</u>	23%
EXPENDITURE				
Professional & administrative				
Supervisor fees	527	527	2,638	20%
Management and accounting	5,494	10,987	65,924	17%
Audit	-	-	7,544	0%
Legal	-	-	5,276	0%
Field management	930	1,861	11,165	17%
Engineering	119	119	2,638	5%
Trustee	-	-	5,276	0%
Dissemination agent	364	728	4,368	17%
Arbitrage	-	-	1,583	0%
Assessment roll preparation	-	-	12,661	0%
Telephone	34	68	409	17%
Postage	15	52	264	20%
Insurance	-	6,376	6,874	93%
Printing & binding	71	142	851	17%
Legal advertising	336	1,358	791	172%
Office expenses and supplies	-	-	132	0%
Website	-	324	633	51%
Contingencies	54	107	791	14%
Annual district filing fee	-	185	185	100%
Total professional & admin	<u>7,944</u>	<u>22,834</u>	<u>130,003</u>	18%
Water management				
Contractual services	5,086	5,086	60,669	8%
Aquascaping	-	-	2,638	0%
Contingencies	18	35	528	7%
Total water management	<u>5,104</u>	<u>5,121</u>	<u>63,835</u>	8%

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED NOVEMBER 30, 2016**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees and charges				
Property appraiser	-	-	1,238	0%
Tax collector	457	457	2,518	18%
Total other fees & charges	<u>457</u>	<u>457</u>	<u>3,756</u>	12%
Total expenditures	<u>13,505</u>	<u>28,412</u>	<u>197,594</u>	14%
Excess/(deficiency) of revenues over/(under) expenditures	27,354	16,946	-	
Fund balances - beginning	62,140	72,548	71,064	
Fund balances - ending	<u>\$ 89,494</u>	<u>\$ 89,494</u>	<u>\$ 71,064</u>	

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 202 - SERIES 2013
FOR THE PERIOD ENDED NOVEMBER 30, 2016**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 188,665	\$ 188,665	\$ 815,309	23%
Special assessment: off-roll	-	116,672	435,262	27%
Interest income	4	8	-	N/A
Total revenues	<u>188,669</u>	<u>305,345</u>	<u>1,250,571</u>	24%
EXPENDITURES				
Debt service				
Principal	-	-	580,000	0%
Interest	333,850	333,850	673,250	50%
Total debt service	<u>333,850</u>	<u>333,850</u>	<u>1,253,250</u>	27%
Excess/(deficiency) of revenues over/(under) expenditures	(145,181)	(28,505)	(2,679)	
Fund balances - beginning	884,638	767,962	764,228	
Fund balances - ending	<u>\$ 739,457</u>	<u>\$ 739,457</u>	<u>\$ 761,549</u>	

1 **MINUTES OF MEETING**
2 **VERANDAH WEST**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 A Regular Meeting of the Verandah West Community Development District’s Board of
6 Supervisors was held on **Wednesday, October 12, 2016 at 1:30 p.m.**, at the **Verandah Sales**
7 **Office, 11571 Verandah Blvd., Ft. Myers, Florida 33905.**
8

9 **Present and constituting a quorum were:**

10
11 Jeffrey Jordan Chair
12 Susie McIntyre Vice Chair
13 Donald Newman Assistant Secretary
14 Paul Zampiceni Assistant Secretary
15 Gerald Baldwin Assistant Secretary
16

17 **Also present were:**

18
19 Chuck Adams District Manager
20 Cleo Crismond Assistant Regional Manager
21 Dave Robson District Engineer
22 Alyssa C. Willson *(via telephone)* District Counsel
23
24

25 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

26
27 Mr. Adams called the meeting to order at 1:31 p.m., and noted, for the record, that all
28 Supervisors were present, in person.
29

30 **SECOND ORDER OF BUSINESS**

Public Comments [3 minutes per person]

31
32 There being no public comments, the next item followed.
33

34 **THIRD ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of August 31, 2016**

35
36
37 Mr. Adams presented the Unaudited Financial Statements as of August 31, 2016. On-roll
38 assessment collections were at 101% and off-roll collections were at 92%. “Expenditures” were
39 over budget, which was related to updating the website to meet the new statutory requirements
40 for October 1, 2016.
41

42 **FOURTH ORDER OF BUSINESS**

**Approval of August 10, 2016 Public
Hearing and Regular Meeting Minutes**

43
44

45 Mr. Adams presented the August 10, 2016 Public Hearing and Regular Meeting Minutes
46 and asked for any additions, deletions or corrections.

47

**On MOTION by Mr. Jordan and seconded by Mr. Newman,
with all in favor, the August 10, 2016 Public Hearing and
Regular Meeting Minutes, as presented, were approved.**

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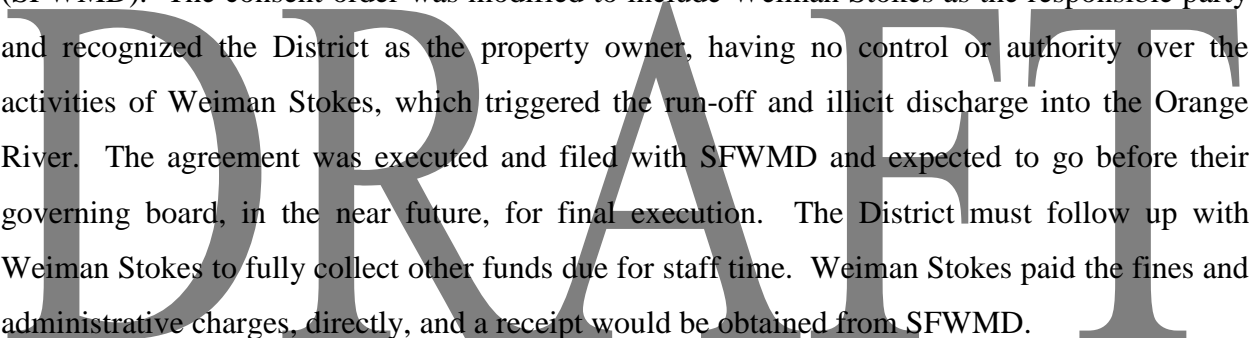
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53 **FIFTH ORDER OF BUSINESS**

Other Business

54

55 Mr. Adams stated that the agreement with Weiman Stokes was finalized to fund all
56 activities related to settling the consent order with the South Florida Water Management District
57 (SFWMD). The consent order was modified to include Weiman Stokes as the responsible party
58 and recognized the District as the property owner, having no control or authority over the
59 activities of Weiman Stokes, which triggered the run-off and illicit discharge into the Orange
60 River. The agreement was executed and filed with SFWMD and expected to go before their
61 governing board, in the near future, for final execution. The District must follow up with
62 Weiman Stokes to fully collect other funds due for staff time. Weiman Stokes paid the fines and
63 administrative charges, directly, and a receipt would be obtained from SFWMD.



64 Ms. Crismond stated that erosion repairs were completed with cordgrass, about three
65 weeks ago, which should stabilize the area. A Board Member noted erosion following last
66 week's rains. Ms. Crismond would follow up with Mr. Steve Benson. Mr. Adams
67 recommended installing erosion barrier, cutting through the barrier and adding cordgrass, with
68 mulch on top, for aesthetics.

69

70 **SIXTH ORDER OF BUSINESS**

Staff Reports

71

72 **A. District Counsel**

73 There being no report, the next item followed.

74 **B. District Engineer**

75 There being no report, the next item followed.

76 **C. District Manager**

77 There being no report, the next item followed.

78 **SEVENTH ORDER OF BUSINESS** **Supervisors' Requests**

79

80 There being no Supervisors' requests, the next item followed.

81

82 **EIGHTH ORDER OF BUSINESS** **Adjournment**

83

84 There being no further business to discuss, the meeting adjourned.

85

86 **On MOTION by Mr. Baldwin and seconded by Mr. Newman,**
87 **with all in favor, the meeting adjourned at approximately 1:38**
88 **p.m.**

89

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

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