

**VERANDAH WEST
COMMUNITY DEVELOPMENT
DISTRICT**

October 13, 2021

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Verandah West Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-free: (877) 276-0889

October 6, 2021

Board of Supervisors
Verandah West Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Verandah West Community Development District will hold a Regular Meeting on October 13, 2021 at 1:30 p.m., at the Offices of the Verandah Community Association, Inc., 11390 Palm Beach Blvd., Fort Myers, Florida 33905. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments [3 minutes per person]
3. Continued Discussion: CDD Ownership and Maintenance of Property
 - A. Consideration of Agreement Between the Verandah West Community Development District and Verandah Community Association, Inc., for Facility Management, Operation and Maintenance Services
 - B. Consideration of Conveyance Documents
 - I. Bill of Sale - Winding River
 - II. Release of License Agreement
 - III. Special Warranty Deed to CDD (Royal Palm)
 - IV. Special Warranty Deed to CDD (Winding River, Parcel 102)
 - V. Bill of Sale - Royal Palm
4. Acceptance of Unaudited Financial Statements as of August 31, 2021
5. Approval of August 11, 2021 Public Hearing and Regular Meeting Minutes
6. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - Consideration of Rate Increase

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 12, 2022, immediately following the adjournment of the Verandah East CDD meeting at 1:00 P.M.

○ QUORUM CHECK

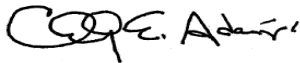
Jeffrey Jordan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Susie McIntyre	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Lorie St. Lawrence	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Paul Zampiceni	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Gerald Baldwin	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

7. Supervisors' Requests

8. 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

PARTICIPANT CODE: 709 724 7992

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3A

**AGREEMENT BETWEEN THE
VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT
AND VERANDAH COMMUNITY ASSOCIATION, INC.,
FOR FACILITY MANAGEMENT, OPERATION, AND MAINTENANCE SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2021, by and between:

Verandah West Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

Verandah Community Association, Inc., a Florida not-for-profit corporation, whose address is 2100 S. Hiawasse Road, Orlando, Florida (the “Association”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), by ordinance of the Board of County Commissioners in and for Lee County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure including those facilities identified in the attached **Exhibit A** (the “Improvements”), (hereinafter, the “District Property”) requiring inspection, operation and/or maintenance services for which the District desires to retain an independent contractor; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain the District Property.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. ASSOCIATION'S OBLIGATION.

- A. *General duties.*** The Association shall be responsible for providing, or causing to be provided, the management, operation, and maintenance of the District Property in a lawful manner. All work shall be in a neat and professional manner and in accordance with industry standards.
- B. *Inspection.*** The Association shall conduct regular inspections of all District Property. In the event the Association discovers any irregularities of, or needs of repair to, the District Property, the Association shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Repair and Maintenance.*** The Association shall make, or cause to be made, such routine repair work or normal maintenance to the District Property as may be required for the operation of the District Property, or as required under applicable government permits. The Association, in consultation with the District Engineer, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the District. The Association shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs.
- D. *Investigation and Report of Accidents/Claims.*** The Association shall promptly investigate and provide a written report to the District Manager as to all accidents or claims for damage relating to the management, operation, and maintenance of the District Property. Such report shall include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors, which shall not be unreasonably withheld, conditioned or delayed.
- E. *Compliance with Government Permits, Rules, Regulations, Requirements, and Orders.*** The Association shall comply with any and all permits, rules, regulations, requirements, and orders affecting the District Property placed thereon by any governmental authority having jurisdiction. At the request of the District, and with at least thirty (30) days' prior written notice to the Association unless an earlier time for response by the District is required by any such governmental authority having jurisdiction over the District and in any such event the Association shall respond within a timeframe such as to allow the District to timely respond to the governmental authority, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the Association's maintenance and operation of the District

Property. The Association shall notify the District Manager and District Counsel in writing of any contact made with the Association relative to the District Property by any such governmental authority having jurisdiction. The Association shall specifically indemnify the District for any penalties, judgments, or orders levied or imposed against the District for failure to comply with any governmental permits, rules, regulations, requirements, and orders during the term of this Agreement that are due to Association's failure to respond to the District.

- F. *Care of the Property.* The Association shall use commercially reasonable efforts to protect the District Property from damage by the Association, its employees or contractors. The Association agrees to promptly repair any damage to the District Property resulting from the Association's activities and work and to notify the District of the occurrence of such damage caused by the Association's activities within forty-eight (48) hours.
- G. *Staffing and Billing.* The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management, operation, and maintenance responsibilities set forth in this Agreement.
- H. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall promptly discharge or cause to be discharged any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement.

SECTION 3. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of management, operation, and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the effective date of this Agreement and shall continue for a period of five (5) years unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least sixty (60) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the District shall have the right to terminate this Agreement at any time due to Association's failure to perform in accordance with the terms of this Agreement upon thirty (30) days' written notice detailing such alleged failure of the Association; provided, however, the Association shall have

the right to cure any such alleged default or failure to perform on or before the expiration of such 30-day period and in the event the Association cures such alleged default or failure to perform during the 30-day cure period, this Agreement shall not be deemed terminated and shall continue in full force and effect. The Association and the District shall both have the right to terminate this Agreement upon (45) forty-five days' written notice without cause. In the event of any termination, the Association and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties.

SECTION 5. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Association shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the following minimum levels of insurance:

- A.** Worker's Compensation Insurance in accordance with the laws of the State of Florida to include Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- B.** Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability.
- C.** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- D.** As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds. This shall be required for the Commercial General Liability Policy without exception, and based on market availability for the other policies referenced above.

SECTION 6.

- A.** The Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, or subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Association's maintenance or operation activities, or lack thereof, relative to the Improvements as contemplated in this Agreement.

- B.** The District agrees to indemnify, defend and hold harmless the Association and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the District, or its officers, employees, representatives, or subcontractors, including litigation or any appellate proceedings with respect thereto, relative to the District's obligations as contemplated in this Agreement.
- C.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- D.** The Association agrees to require that, by written contract, any contractor and subcontractors hired in connection with this Agreement indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the contractor's maintenance or operation activities, or lack thereof, relative to the Improvements.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Association are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Association, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or

otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Verandah West
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Association: Verandah Community Association, Inc.
2100 S. Hiawasse Road
Orlando, Florida 32835
Attn: _____

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

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Lee County, Florida.

SECTION 18. PUBLIC RECORDS.

- A.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.
- B.** As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the Association must:
 - i.** Keep and maintain public records required by the District to perform the services;
 - ii.** Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law;

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
- iv. Upon completion of this Agreement, transfer, at no cost to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHUCK ADAMS, C/O WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, (561) 571-0010, OR ADAMSC@WHHASSOCIATES.COM.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

Attest:

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**

Name: Chesley E. Adams, Jr.
Title: Secretary

Name: Jeffrey Jordan
Title: Chairman, Board of Supervisors

**VERANDAH COMMUNITY ASSOCIATION,
INC.**

(Signature of Witness)

By: _____
Title: _____

(Print Name of Witness)

Exhibit A: Description of the Improvements

EXHIBIT A

DESCRIPTION OF THE DISTRICT PROPERTY

Association shall maintain the following District Property:

- Lake Maintenance Easement (LME) of the Stormwater Management System on the District Property; and
- The District-owned perimeter landscaping, hardscaping, boardwalks and trails.

The District shall maintain the ponds, pond interconnect pipes and control structures. Further, the Association is responsible for maintaining the street inlets and pipes that provide discharge to the ponds.

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3BI

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **KH VERANDAH LLC**, a Florida limited liability company, whose address for purposes hereof is 105 NE 1st Street, Delray Beach, Florida 33444 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**District**”) whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All infrastructure improvements contemplated in the District’s Improvement Plan, including, without limitation, all components of the Stormwater Management System, but excluding any public infrastructure owned by Lee County (collectively, “**Personal Property**”), all located on, under, across and through the portions of the real property described in the legal description attached hereto as Attachment A (“**Real Property**”).

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the Personal Property; that said Personal Property is free from all liens and encumbrances; that Seller has good right to sell said Personal Property; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the Personal Property have been paid in full; and that Seller will warrant and defend the sale of its said Personal Property hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons claiming by and through Seller.

Notwithstanding anything to the contrary in Bill of Sale, the parties hereto acknowledge and agree that this Bill of Sale was prepared and delivered without the benefit of a title search or survey of the Real Property. The Personal Property does not include any other improvements, which are not expressly described herein and which may encroach or otherwise be located on the Real Property.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

KH VERANDAH LLC,
a Florida limited liability company

Print Name: _____

By: _____
Paul Martin, Authorized Signatory

Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of /_/physical presence or /_/online notarization this ____ day of _____, 2021, by Paul Martin, as Authorized Signatory of KH VERANDAH LLC, a Florida limited liability company, on behalf of the company, [CHECK ONE] /_/who is personally known to me or /_/who has produced a _____ as identification.

Notary Public

[Signatures continue on following page.]

ACCEPTED BY DISTRICT:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**, a unit of
special purpose government created pursuant
to Chapter 190, Florida Statutes

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization, this ___ day of _____, 2021, by _____, as _____ of the Board of Supervisors of the VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the District, [*CHECK ONE*] /___/who is personally known to me or /___/who has produced a _____ as identification.

Notary Public

ATTACHMENT A

(Fee Simple)

ALL OF TRACTS "C-1," "LK-1," and "LK-2," according to the plat of WINDING RIVER, PARCEL 102, as recorded as Instrument Number 2019000065020 of the Public Records of Lee County, Florida ("Plat").

(Easement Area)

Easement areas designated as "S.A.E.," "P.D.E.," "C.A.D.E.," and "I.E.," on the Plat.

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3B11

Prepared by and when recorded return to:

Stephanie M. Cua, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

Cross-reference: O.R. Book 4026, Page 2785

RELEASE OF LICENSE AGREEMENT

THIS RELEASE OF LICENSE AGREEMENT (this “**Release**”) is made on _____, 2021 (“**Effective Date**”), by **VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created and established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”).

WHEREAS, the District, is the “District” under that certain License Agreement dated July, 2003 and recorded in Official Records Book 4026, Page 2785, of the Public Records of Lee County, Florida (the “**License**”); and

WHEREAS, construction of the Improvements (as defined in the License) has been completed upon the Lands (as defined in the License) and conveyed to the District along with the interests in the Lands underlying the Improvements.

NOW, THEREFORE, the District does hereby execute and acknowledge this Release, pursuant to Section 2 of the License, for the purpose of evidencing that the Lands are released from the License and that this Release may be relied on by a title insurer in order to insure title to the Lands without exception for the License, as described in Section 2 of the License.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the District has caused these presents to be duly executed in its name by the undersigned as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**, a unit
of special purpose government created
pursuant to Chapter 190, Florida Statutes

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization this ____ day of _____, 2021, by _____, as _____, of VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the District, who /___/is personally known to me or /___/has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name: _____

My Commission Expires: _____

NOTARY SEAL:

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3B111

Consideration: \$10.00
Documentary Stamps: \$.70

Prepared by and after recording
return to:

Jessica Paz Mahoney, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

Folio No: 36-43-25-L2-0800L.00CE

SPECIAL WARRANTY DEED
(Royal Palm)

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this ____ day of _____, 2021 by **KH VERANDAH LLC**, a Florida limited liability company, whose address is 105 NE 1st Street, Delray Beach, Florida 33444, in favor of **VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Lee County, Florida (“**Property**”):

See **Exhibit “A”** attached hereto and incorporated herein by this reference.

Together with the tenements, hereditaments, and appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the Property, together with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

SUBJECT TO the matters set forth on **Exhibit “B”** (the “**Permitted Exceptions**”).

And, subject to the Permitted Exceptions, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

THIS IS A CONVEYANCE OF PROPERTY TO A COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered
in the presence of:

KH VERANDAH LLC,
a Florida limited liability company

By: _____
Paul Martin, Authorized Signatory

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization this ____ day of _____, 2021, by Paul Martin, as Authorized Signatory of KH VERANDAH LLC, a Florida limited liability company, on behalf of the company, [CHECK ONE] /___/who is personally known to me or /___/who has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name _____

My Commission Expires: _____

NOTARY SEAL:

[Signatures Continue on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government created pursuant to
Chapter 190, Florida Statutes

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /_/physical presence or
/_/online notarization this ____ day of _____, 2021, by _____, as
_____ of the Board of Supervisors of the VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special purpose government, organized and existing under
Chapter 190, Florida Statutes, on behalf of the district, [*CHECK ONE*] /_/who is personally known to me
or /_/who has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name _____

My Commission Expires: _____

NOTARY SEAL:

Exhibit "A"

ALL OF TRACT "L," according to the plat of ROYAL PALM, as recorded as Instrument Number 2018000174426, of the Public Records of Lee County, Florida ("**Plat**").

Exhibit "B" - Permitted Exceptions

1. Lee County Ordinance No. 86-14, Relating to Garbage and Solid Waste Collection, recorded in Official Records Book 2189, Page 3281; as amended by Resolution No. 86-38, recorded in Official Records Book 2189, Page 3334, all of the Public Records of Lee County, Florida.
2. Notice of Establishment on Certain Real Property Within Lee County Owned by Verandah Development LLC of the "Verandah West Community Development District" as Detailed Hereinafter, as recorded in Official Records Book 3645, Page 258; as affected by Final Judgment validating and confirming bonds recorded in Official Records Book 3816, Page 1943; Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 3905, Page 385; and Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Verandah West Community Development District recorded August 13, 2014, in Official Records Instrument #2014000168173, all of the Public Records of Lee County, Florida.
3. Covenant of Unified Control, recorded August 28, 2002, in Official Records Book 3715, Page 2123, of the Public Records of Lee County, Florida.
4. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Declaration of Covenants, Conditions, and Restrictions for Verandah recorded December 11, 2002, in Official Records Book 3795, Page 2515, as supplemented and amended, all of the Public Records of Lee County, Florida.
5. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments, recorded April 22, 2003, in Official Records Book 3905, Page 385, of the Public Records of Lee County, Florida.
6. Notices of Development Order Approvals recorded in Official Records Book 3921, Page 3196; Official Records Book 4065, Page 2915; Official Records Instrument #2006000325676; Official Records Instrument #2009000059757; and Official Records Instrument #2013000147262, all of the Public Records of Lee County, Florida.
7. Grant of Perpetual Public Utility Easement in favor of Lee County, recorded March 24, 2014, in Official Records Instrument Number 2014000059152, of the Public Records of Lee County, Florida.
8. Grant of Easement recorded February 5, 2015, in Official Records Instrument Number 2015000024651, of the Public Records of Lee County, Florida.
9. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of ROYAL PALM, recorded in Instrument Number 2018000174426, of the Public Records of Lee County, Florida.
10. Easement(s) granted to Comcast Cable Communications Management, LLC by Grant of Easement recorded January 27, 2020, in Official Records Instrument Number 2020000022045, of the Public Records of Lee County, Florida.

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3BIV

Consideration: \$10.00
Documentary Stamps: \$.70

Prepared by and after recording return to:

Jessica Paz Mahoney, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

Folio Nos: 36-43-25-L2-09LK1.0000
36-43-25-L2-09LK2.0000
36-43-25-L2-090C1.0000

SPECIAL WARRANTY DEED
(Winding River, Parcel 102)

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this ____ day of _____, 2021 by **KH VERANDAH LLC**, a Florida limited liability company (“**Grantor**”), whose address is 105 NE 1st Street, Delray Beach, Florida 33444, in favor of **VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Lee County, Florida (“**Property**”):

See **Exhibit “A”** attached hereto and incorporated herein by this reference.

Together with the tenements, hereditaments, and appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the Property, together with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

SUBJECT TO the matters set forth on **Exhibit “B”** (the “**Permitted Exceptions**”).

And, subject to the Permitted Exceptions, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

THIS IS A CONVEYANCE OF PROPERTY TO A COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered
in the presence of:

KH VERANDAH LLC,
a Florida limited liability company

Print Name: _____

By: _____
Paul Martin, Authorized Signatory

Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of /_/physical presence or /_/online notarization this ____ day of _____, 2021, by Paul Martin, as Authorized Signatory of KH VERANDAH LLC, a Florida limited liability company, on behalf of the company, [CHECK ONE] /_/who is personally known to me or /_/who has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name _____

My Commission Expires: _____

NOTARY SEAL:

[Signatures Continue on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered
in the presence of:

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government, organized and
existing under Chapter 190, Florida Statutes

Print Name: _____

Print Name: _____

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /_/physical presence or
/_/online notarization this ____ day of _____, 2021, by _____, as
_____ of the Board of Supervisors of the VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special purpose government, organized and existing under
Chapter 190, Florida Statutes, on behalf of the district, [*CHECK ONE*] /_/who is personally known to me
or /_/who has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name _____
My Commission Expires: _____

NOTARY SEAL:

Exhibit "A"

ALL OF TRACTS "C-1," "LK-1," and "LK-2," according to the plat of WINDING RIVER, PARCEL 102, as recorded as Instrument Number 2019000065020 of the Public Records of Lee County, Florida ("**Plat**").

TOGETHER WITH an easement over areas designated on the Plat as "S.A.E.," "P.D.E.," "C.A.D.E.," and "I.E.," for maintenance, draining and access purposes, as applicable, as designated on said Plat, but only to the extent necessary for the Grantee to access, install, operate, maintain, remove and replace Grantee's improvements (and not private lots or other private improvements).

Exhibit "B" - Permitted Exceptions

1. Resolution No. 83-4-5 recorded in Official Records Book 1669, Page 3414, of the Public Records of Lee County, Florida.
2. Lee County Ordinance 86-14 recorded in Official Records Book 2189, Page 3281; and Lee County Ordinance 86-38 recorded in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida; providing for mandatory solid waste collection and the imposition of special assessments for said collection services. The special assessments for the current tax year are payable with the ad valorem taxes.
3. Notice of Establishment on Certain Real Property Within Lee County Owned by Verandah Development LLC of the "Verandah West Community Development District" as Detailed Hereinafter, as recorded in Official Records Book 3645, Page 258; as affected by Final Judgment validating and confirming bonds recorded in Official Records Book 3816, Page 1943; Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 3905, Page 385; and Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Verandah West Community Development District recorded August 13, 2014, in Official Records Instrument #2014000168173, all of the Public Records of Lee County, Florida.
4. Covenant of Unified Control recorded December 7, 2001, in Official Records Book 3715, Page 2123, of the Public Records of Lee County, Florida.
5. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Declaration of Covenants, Conditions, and Restrictions for Verandah recorded December 11, 2002, recorded in Official Records Book 3795, Page 2515, as supplemented and amended, all of the Public Records of Lee County, Florida.
6. Notices of Development Order Approvals recorded in Official Records Book 3921, Page 3196; Official Records Book 4065, Page 2915; Official Records Book 4341, Page 1062; Official Records Instrument #2005000110091; Official Records Instrument #2005000110814; Official Records Instrument #2005000111450; Official Records Instrument #2006000316491; Official Records Instrument #2006000325676; Official Records Instrument #2007000189310; Official Records Instrument #2007000189563; Official Records Instrument #2009000059757; Official Records Instrument #2009000118059; Official Records Instrument #2013000147262; and Official Records Instrument Number 2018000240714, all of the Public Records of Lee County, Florida.
7. Grant of Easement recorded February 5, 2015, in Official Records Instrument #2015000024651, of the Public Records of Lee County, Florida.
8. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of WINDING RIVER, PARCEL 102, recorded in Instrument #2019000065020, of the Public Records of Lee County, Florida.
9. Easement(s) granted to Comcast Cable Communications Management, LLC by Grant of Easement recorded January 27, 2020, in Official Records Instrument #2020000022045, of the Public Records of Lee County, Florida.

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3BV

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **KH VERANDAH LLC**, a Florida limited liability company, whose address for purposes hereof is 105 NE 1st Street, Delray Beach, Florida 33444 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**District**”) whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All infrastructure improvements contemplated in the District’s Improvement Plan, including, without limitation, all components of the Stormwater Management System, but excluding any public infrastructure owned by Lee County (collectively, “**Personal Property**”), all located on, under, across and through the portions of the real property described in the legal description attached hereto as Attachment A (“**Real Property**”).

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the Personal Property; that said Personal Property is free from all liens and encumbrances; that Seller has good right to sell said Personal Property; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the Personal Property have been paid in full; and that Seller will warrant and defend the sale of its said Personal Property hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons claiming by and through Seller.

Notwithstanding anything to the contrary in Bill of Sale, the parties hereto acknowledge and agree that this Bill of Sale was prepared and delivered without the benefit of a title search or survey of the Real Property. The Personal Property does not include any other improvements, which are not expressly described herein and which may encroach or otherwise be located on the Real Property.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

KH VERANDAH LLC,
a Florida limited liability company

Print Name: _____

By: _____
Paul Martin, Authorized Signatory

Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of /_/physical presence or /_/online notarization this ____ day of _____, 2021, by Paul Martin, as Authorized Signatory of KH VERANDAH LLC, a Florida limited liability company, on behalf of the company, [CHECK ONE] /_/who is personally known to me or /_/who has produced a _____ as identification.

Notary Public

[Signatures continue on following page.]

ACCEPTED BY DISTRICT:

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization, this ____ day of _____, 2021, by _____, as _____ of the Board of Supervisors of the VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the District, who /___/is personally known to me, or /___/has produced _____ as identification.

Notary Public

ATTACHMENT A

ALL OF TRACT "L," according to the plat of ROYAL PALM, as recorded as Instrument Number 2018000174426, of the Public Records of Lee County, Florida.

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

4

Verandah West

Financial Highlights Report

8/31/21

General Fund

Revenues

Special Assessment On-Roll – At 101% Year to Date (YTD) with the majority received in December as a result of payers taking advantage of the early discount (4%).

Special Assessment Off-Roll – through end of August straight proration is 92%.

Expenditures (through end of August is 4% under straight proration of 92%)

Supervisors: through end of August is 74%. Note that our October meeting was cancelled due to lack of agenda items.

Audit: At 99% - Audit has been paid in full and was presented/accepted by the Board at your August 11th meeting.

Legal: At 46% is typical as activities fluctuate year over year.

Engineering: At 391% and 299% over straight proration of 92%. Johnson Engineering Fees are in line with budget as activity fluctuates year over year. The GIS Mapping Program implemented with Passarella & Associates year to date \$8,630.00.

Trustee: At 102% and are the annual fees paid to US Bank for acting as trustee, paying agent and registrar.

Dissemination Agent: At 92% is straight proration year to date. The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.

Arbitrage rebate calculation: At 17% year to date. To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate arbitrage rebate liability.

Assessment Roll Preparation: At 99% and is a once per year expense typically occurring in December.

Insurance: At 99% is a once-a-year expense typical occurring in October.

Contingencies: At 341% year to date and is 249% over straight proration of 92%. This is for bank charges and miscellaneous expenses incurred throughout the year.

Annual District Filing Fee: At 99% is a once-a-year active status filing with the State of Florida and typically is occurring in October/November.

Office Expenses: At 212% year to date and is for the purchase of checks.

Water Mgt Contract SRV: Through end of August is 84% and 8% under straight proration of 92%.

Water Mgt Utilities: Through end of August is 22%. This is the FPL electrical cost for two aeration systems.

Tax Collector: At 41%, this expenditure is directly related to the cost of collecting the District's special assessment on roll revenue.

Unassigned Fund Balance: As of September 30, 2020 \$118,847.00

Debt Service Funds

2013 Series Bond

Expenditures

Principal: At 100% is paid May 1st of each year.

Interest: At 100%, as 50% of annual interest expense is paid each November 1st, with the other 50% plus the annual Principal amount being paid each May 1st.

Note: Split VE 44.13% & VW 55.87%

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2021**

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2021**

	Major Funds		Total Governmental Funds
	General	Debt Service Series 2013	
ASSETS			
Cash (SunTrust)	\$146,561	\$ -	\$ 146,561
Investments			
Revenue account	-	216,879	216,879
Reserve account	-	448,350	448,350
Prepayment	-	4,317	4,317
Undeposited funds	-	4,939	4,939
Due from other governments	4,778	-	4,778
Total assets	\$ 151,339	\$ 674,485	\$ 825,824
LIABILITIES			
Liabilities:			
Due to other governments	\$ 6,298	\$ -	\$ 6,298
Total liabilities	6,298	-	6,298
Fund balances:			
Restricted for:			
Debt service	-	674,485	674,485
Unassigned	145,041	-	145,041
Total fund balances	145,041	674,485	819,526
Total liabilities and fund balances	\$151,339	\$ 674,485	\$ 825,824

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on-roll	\$ -	\$ 199,931	\$ 197,991	101%
Special assessment: off-roll	1,596	17,558	19,155	92%
Interest & miscellaneous	1	26	337	8%
Total revenue	<u>1,597</u>	<u>217,515</u>	<u>217,483</u>	100%
EXPENDITURE				
Professional & administrative				
Supervisor fees	1,117	2,905	3,936	74%
Management and accounting	6,151	64,370	70,262	92%
Audit	-	8,325	8,378	99%
Legal	445	2,561	5,623	46%
Field management	1,042	10,901	11,899	92%
Engineering	588	10,979	2,811	391%
Trustee	-	5,756	5,623	102%
Dissemination agent	408	4,266	4,656	92%
Arbitrage	-	279	1,687	17%
Assessment roll preparation	-	13,409	13,495	99%
Telephone	38	399	436	92%
Postage	11	337	281	120%
Insurance	-	7,266	7,326	99%
Printing & binding	80	832	908	92%
Legal advertising	295	783	843	93%
Office expenses and supplies	-	299	141	212%
Website	-	-	793	0%
Contingencies	56	768	225	341%
ADA website compliance	117	117	843	14%
Annual district filing fee	-	196	197	99%
Total professional & admin	<u>10,348</u>	<u>134,748</u>	<u>140,363</u>	96%
Water management				
Contractual services	5,362	54,014	64,662	84%
Aquascaping	-	-	2,811	0%
Utilities	41	374	1,687	22%
Contingencies	-	-	3,374	0%
Total water management	<u>5,403</u>	<u>54,388</u>	<u>72,534</u>	75%

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED AUGUST 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees and charges				
Property appraiser	-	911	938	97%
Tax collector	-	1,275	3,094	41%
Total other fees & charges	-	2,186	4,032	54%
Total expenditures	<u>15,751</u>	<u>191,322</u>	<u>216,929</u>	88%
 Excess/(deficiency) of revenues over/(under) expenditures	 (14,154)	 26,193	 554	
 Fund balances - beginning	 <u>159,195</u>	 <u>118,848</u>	 <u>112,655</u>	
Fund balances - ending	<u>\$ 145,041</u>	<u>\$ 145,041</u>	<u>\$ 113,209</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 AUGUST 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ -	\$ 916,140	\$ 912,866	100%
Special assessment: off-roll	-	334,856	334,856	100%
Assessment prepayments	4,939	4,939	-	N/A
Interest income	4	46	-	N/A
Total revenues	<u>4,943</u>	<u>1,255,981</u>	<u>1,247,722</u>	101%
EXPENDITURES				
Debt service				
Principal	-	675,000	675,000	100%
Prepayment	-	20,000	675,000	N/A
Interest	-	566,700	566,700	100%
Total debt service	<u>-</u>	<u>1,261,700</u>	<u>1,916,700</u>	66%
Excess/(deficiency) of revenues over/(under) expenditures	4,943	(5,719)	(668,978)	
Fund balances - beginning	669,542	680,204	676,201	
Fund balances - ending	<u>\$ 674,485</u>	<u>\$ 674,485</u>	<u>\$ 7,223</u>	

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

5

DRAFT

**MINUTES OF MEETING
VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Verandah West Community Development District held a Public Hearing and a Regular Meeting on August 11, 2021 at 1:30 p.m., at the Verandah Sales Office, 11571 Verandah Boulevard, Fort Myers, Florida 33905.

Present were:

Jeffrey Jordan	Chair
Susie McIntyre	Vice Chair
Paul Zampiceni	Assistant Secretary
Gerald Baldwin	Assistant Secretary
Lorie St. Lawrence (via telephone)	Assistant Secretary

Also present were:

Chuck Adams (via telephone)	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Brent Burford (via telephone)	District Engineer
Racquel McIntosh (via telephone)	Grau & Associates
Susan Shields	Verandah East CDD Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 1:55 p.m. Supervisors Jordan, McIntyre, Zampiceni and Baldwin were present, in person. Supervisor St. Lawrence was attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments [3 minutes per person]

Verandah East CDD (VECDD) resident Susan Shields expressed concerns about the proposed agreement between the CDD and the VCA regarding maintenance of certain items owned by the CDD. In her opinion, Exhibit A has very broad categories for which the CDD

39 would accept responsibility. Mrs. Adams distributed a handout and stated that this item would
40 be discussed later.

41

42 **THIRD ORDER OF BUSINESS**

**Presentation of Audited Financial Report
for the Fiscal Year Ended September 30,
2020, Prepared by Grau & Associates**

45

46 Ms. McIntosh presented the Audited Financial Report for the Fiscal Year Ended
47 September 30, 2020. There were no findings, irregularities or instances of noncompliance; it
48 was an unmodified opinion, otherwise known as a clean audit.

49

50 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-04,
Hereby Accepting the Audited Financial
Report for the Fiscal Year Ended
September 30, 2020**

51

52

53

54

55 Mrs. Adams presented Resolution 2021-04.

56

57 **On MOTION by Mr. Jordan and seconded by Mr. Zampiceni, with all in favor,
58 Resolution 2021-04, Hereby Accepting the Audited Financial Report for the
59 Fiscal Year Ended September 30, 2020, was adopted.**

60

61

62 **FIFTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

63

64

65 **A. Proof/Affidavit of Publication**

66 The affidavit of publication was included for informational purposes.

67 **B. Consideration of Resolution 2021-05, Relating to the Annual Appropriations and
68 Adopting the Budgets for the Fiscal Year Beginning October 1, 2021, and Ending
69 September 30, 2022; Authorizing Budget Amendments; and Providing an Effective
70 Date**

71 Mrs. Adams presented Resolution 2021-05 and read the title. The proposed Fiscal Year
72 2022 budget was unchanged since it was last presented. Assessments remained flat in large
73 part due to SOLitude Lake Management (SOLitude) not increasing its prices in a very long time.

74 Mrs. Adams opened the Public Hearing.

75 There were no public comments.

76 Mrs. Adams closed the Public Hearing.

77

78 On MOTION by Mr. Baldwin and seconded by Mr. Jordan, with all in favor,
79 Resolution 2021-05, Relating to the Annual Appropriations and Adopting the
80 Budgets for the Fiscal Year Beginning October 1, 2021, and Ending September
81 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,
82 was adopted.

83

84

85 SIXTH ORDER OF BUSINESS

Consideration of Resolution 2021-06,
Making a Determination of Benefit and
Imposing Special Assessments for Fiscal
Year 2021/2022; Providing for the
Collection and Enforcement of Special
Assessments, Including but not Limited to
Penalties and Interest Thereon; Certifying
an Assessment Roll; Providing for
Amendments to the Assessment Roll;
Providing a Severability Clause; and
Providing an Effective Date

86

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97 Mrs. Adams presented Resolution 2021-06 and read the title.

98

99 On MOTION by Mr. Zampiceni and seconded by Mr. Jordan, with all in favor,
100 Resolution 2021-06, Making a Determination of Benefit and Imposing Special
101 Assessments for Fiscal Year 2021/2022; Providing for the Collection and
102 Enforcement of Special Assessments, Including but not Limited to Penalties and
103 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to
104 the Assessment Roll; Providing a Severability Clause; and Providing an Effective
105 Date, was adopted.

106

107

108 SEVENTH ORDER OF BUSINESS

Consideration of Agreement Between the
Verandah West Community Development
District and Verandah Community
Association, Inc., for Facility Management,
Operation, and Maintenance Services

109

110

111

112

113

114 Ms. Willson stated this Agreement was discussed at the last meeting. The intent of the
115 Agreement is to document the arrangement that has been in place for several years; whereby,
116 the VCA maintained numerous items owned by the CDD. The purpose is to have a hard copy
117 Agreement documenting the arrangement. A similar Agreement was presented to the VECCD
118 Board earlier today and they requested a more detailed Exhibit documenting the areas owned
119 by the CDD. District Counsel would contact the Association's Counsel for their comments. No
120 action would be taken today but Board Member feedback was welcomed.

121 This item would be included on the next agenda.

122

123 **EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
124 Statements as of June 30, 2021**

125

126 Mrs. Adams presented the Unaudited Financial Statements as of June 30, 2021. The
127 financials were accepted.

128

129 **NINTH ORDER OF BUSINESS**

**Approval of May 12, 2021 Regular Meeting
130 Minutes**

131

132 Mrs. Adams presented the May 12, 2021 Regular Meeting Minutes.

133

134 **On MOTION by Mr. Jordan and seconded by Mr. Zampiceni, with all in favor,**
135 **the May 12, 2021 Regular Meeting Minutes, as presented, were approved.**

136

137

138 **TENTH ORDER OF BUSINESS**

Staff Reports

139

140 **A. District Counsel: *Hopping Green & Sams, P.A.***

141 Ms. Willson stated Developer's Counsel was reviewing final conveyances to the CDD;
142 any final conveyances would be presented for consideration at the October meeting. The
143 perimeter wall was discussed at the VECCD meeting. Their portion of the wall was conveyed as
144 part of a bond financing in 2015 but she did not see anything in the files conveying the
145 hardscape wall improvements to the Verandah West CDD (VWCDD) because VWCDD was not
146 included in that process. She asked, if the Board would like District Counsel to request a similar

147 conveyance from the Developer if the District Engineer reviews his files and the wall is not
148 conveyed to the CDD. The Board agreed.

149 Mrs. Adams stated this matter would be included on the October agenda.

150 **B. District Engineer: *Johnson Engineering, Inc.***

151 There was no report.

152 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

153 • **NEXT MEETING DATE: October 13, 2021, immediately following the**
154 ***adjournment of the Verandah East CDD meeting at 1:00 P.M.***

155 ○ **QUORUM CHECK**

156 All Supervisors confirmed their attendance at the October 13, 2021 meeting.

157 Mrs. Adams stated the Sales Center is being purchased for use as an Executive Center
158 and the CDD should have the ability to rent a room for meetings.

159

160 **ELEVENTH ORDER OF BUSINESS**

Supervisors' Requests

161

162 Mr. Baldwin expressed concern about the Developer impacting the conservation areas.
163 Discussion ensued regarding plans for the area. Mrs. Adams asked Mr. Burford to investigate it
164 and report his findings.

165

166 **TWELFTH ORDER OF BUSINESS**

Adjournment

167

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

169

170 **On MOTION by Mr. Baldwin and seconded by Mr. Jordan, with all in favor, the**
171 **meeting adjourned at 2:15 p.m.**

172

173

174

175

176

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

177
178
179
180
181
182

Secretary/Assistant Secretary

Chair/Vice Chair

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

6B



September 1, 2021

Mr. Chuck Adams, District Manager
Verandah West CDD
c/o Wrathell, Hart, Hunt & Associates
9220 Bonita Beach Road
Suite 214
Bonita Springs, Florida 34135

Re: Verandah West Community Development District Rate Schedule

Dear Mr. Adams and Board of Supervisors:

Like many firms, we try to absorb increased expenses on a yearly basis but rising labor, health care, home and fuel costs have exceeded everyone's expectations, especially here in Southwest Florida. Revising our rates has also become necessary for us to retain and attract employees with the level of professional expertise that you have come to expect from us.

Attached is our new rate schedule that went into effect on July 13, 2021. We believe our new rates continue to remain competitive with that of other top-tier consulting firms. Our master contract allows us to take a fee modification before the Board once a year, although we have not requested a fee modification since 2006. We would appreciate it if this could be addressed at the next Board Meeting in September for an October 1, 2021 start date. You may want to attach these new rates to your Professional Services Agreement with us for future reference.

After 75 years, our firm's focus remains the same and that is your satisfaction. Your project is important to us and if there is anything we can do better to help you, please let us know.

Very truly yours,

JOHNSON ENGINEERING, INC.

Andrew D. Tilton
For the Firm

Enclosure
ADT/20023311-010/mfc



**PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE
July 13, 2021**

Professional

9	\$250
8	\$230
7	\$210
6	\$190
5	\$165
4	\$150
3	\$140
2	\$120
1	\$110

Technician

6	\$155
5	\$130
4	\$110
3	\$95
2	\$75
1	\$65

Administrative

3	\$90
2	\$80
1	\$65

Field Crew

4-Person	\$220
3-Person	\$190
2-Person	\$150

Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$300

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%

**Construction Engineering and Inspection
(CEI Services)**

CEI Services Manager	\$175
CEI Senior Project Administrator	\$155
CEI Project Administrator	\$140
Contract Support Specialist	\$120
Senior Inspector	\$110
CEI Inspector III	\$100
CEI Inspector II	\$90
CEI Inspector I	\$80
Compliance Specialist	\$90
CEI Inspector's Aide	\$65

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

6C

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>11390 Palm Beach Blvd., First Floor, Fort Myers Florida 33905</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	1:30 P.M.*
January 12, 2022	Regular Meeting	1:30 P.M.*
May 11, 2022	Regular Meeting	1:30 P.M.*
August 10, 2022	Public Hearing & Regular Meeting	1:30 P.M.*

Exception

***Meeting Time:** *Meetings are expected to commence at 1:30 P.M., or immediately thereafter the adjournment of the meeting of the Verandah East CDD, scheduled to commence at 1:00 P.M.*