

**VERANDAH EAST
COMMUNITY DEVELOPMENT
DISTRICT**

January 12, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Verandah East 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

January 5, 2022

Board of Supervisors
Verandah East Community Development District

Dear Board Members:

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

NOTE: Meeting Location

The Board of Supervisors of the Verandah East Community Development District will hold a Regular Meeting on January 12, 2022 at 1:00 p.m., at 11390 Palm Beach Blvd., First Floor, Fort Myers, Florida 33905. The agenda is as follows:

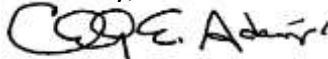
1. Call to Order/Roll Call
2. Public Comments [3 minutes per person]
3. Update: CDD Ownership and Maintenance of Property
 - A. Discussion/Update: Agreement Between the Verandah East Community Development District and Verandah Community Association, Inc., for Facility Management, Operation and Maintenance Services
 - B. Consideration of Conveyance Documents
 - I. Quit Claim Bill of Sale (Perimeter Wall and Landscaping)
 - II. Release of License Agreement
 - III. Special Warranty Deed (Edgewater Trace, Parcel 127 North)
 - IV. Quit Claim Warranty Deed (Edgewater Trace, Parcel 127 North)
 - V. Bill of Sale - Edgewater Trace, Parcel 127 North
 - VI. Quit Claim Bill of Sale (Edgewater Trace LK-3)
4. Consideration of Resolution 2022-01, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021
5. Consideration of Johnson Engineering, Inc., Stormwater Management Needs Analysis Proposal
6. Ratification of HGS Transition Letter
 - Kutak Rock LLP Retention and Fee Agreement

- 7. Discussion: Statutory Changes from 2021 Legislative Session
 - A. Wastewater and Stormwater Needs Analysis
 - B. Prompt Payment Policies
 - Consideration of Resolution 2022-02 Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*; Providing a Severability Clause; and Providing an Effective Date
- 8. Acceptance of Unaudited Financial Statements as of November 30, 2021
- 9. Approval of October 13, 2021 Regular Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 11, 2022 at 1:00 P.M.
 - QUORUM CHECK
- 11. Supervisors' Requests
- 12. Adjournment

Richard Denis Shields, Jr.	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Michael Lapinski	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jacqueline Voiles	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Christine Jaross	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
David Moore	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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 EAST
COMMUNITY DEVELOPMENT DISTRICT**

3BI

QUIT CLAIM BILL OF SALE
(Perimeter Wall and Landscaping)

KNOW ALL MEN BY THESE PRESENTS, that **KH VERANDAH LLC**, a Florida limited liability company, whose address for purposes hereof is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("**Developer**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **VERANDAH EAST 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 (collectively, the "**Personal Property**"), to-wit:

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

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

AND the Developer does hereby represent and warrant to the District, its successors and assigns, that (a) that Developer has not previously conveyed the Personal Property to any other party; (b) Developer has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Developer to the District, and the District hereby accepts the Personal Property, in its "as-is" condition; provided, however, that Grantor hereby assigns, transfers and conveys to the Grantee any and all rights (if any) against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

[Signatures begin on the following page.]

[Developer's signature page to Bill of Sale]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed in its name this 12th day of January, 2022.

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 _____, 2022, by Paul Martin, as Authorized Signatory of KH VERANDAH LLC, a Florida limited liability company, on behalf of the company, 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:

[Signatures continue on the following page.]

[District's signature page to Bill of Sale]

ACCEPTED BY DISTRICT:

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

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 _____, 2022, by _____, as _____, of VERANDAH EAST 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:

Exhibit "A"

Personal Property

Any perimeter hardscape wall and associated landscaping as part of the infrastructure improvements contemplated in the District's Improvement Plan within the land located in the District boundary.

**VERANDAH EAST
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: Instrument # 2006000296881

RELEASE OF LICENSE AGREEMENT

THIS RELEASE OF LICENSE AGREEMENT (this “**Release**”) is made on January 12, 2022 (“**Effective Date**”), by **VERANDAH EAST 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, 2006 and recorded in Instrument # 2006000296881, 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 EAST 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 _____, 2022, by _____, as _____, of VERANDAH EAST 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 EAST
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 Nos: 29-43-26-L3-45LK1.0000
29-43-26-L3-45LK2.0000
29-43-26-L4-45LK4.0000

SPECIAL WARRANTY DEED
(Edgewater Trace, Parcel 127 North)

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this 12th day of January, 2022 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 EAST 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 _____, 2022, 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 Continued on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT,

in the presence of:

a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes

Print Name: _____

By: _____

Printed Name: _____

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 _____, 2022, by _____, as _____ of the Board of Supervisors of the VERANDAH EAST 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 "LK-1," "LK-2," and "LK-4," according to the plat of EDGEWATER TRACE, PARCEL 127 NORTH, as recorded as Instrument Number 2020000068781 of the Public Records of Lee County, Florida ("**Plat**").

TOGETHER WITH an easement over areas designated on the Plat as "L.M.E.," "S.A.E.," "P.D.E.," and "I.E.," for maintenance, drainage, access and utility 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. Oil, Gas and Mineral Rights as reserved in Warranty Deed by Raymond H. Parker and Gloria A. Parker recorded in Deed Book 208, Page 119, of the Public Records of Lee County, Florida.
2. Easement(s) and matters contained in Right-of-Way Agreement with Florida Power & Light Company, a Florida corporation recorded July 27, 1954, in Deed Book 237, Page 137; as affected by Memorandum of Easement Use Consent Agreement recorded in Official Records Instrument Number 2006000141844, all of the Public Records of Lee County, Florida.
3. Resolution No. 83-4-5 recorded in Official Records Book 1669, Page 3414, of the Public Records of Lee County, Florida.
4. 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.
5. Covenant of Unified Control recorded December 7, 2001, in Official Records Book 3715, Page 2123, of the Public Records of Lee County, Florida.
6. 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.
7. 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 #2006000325676; Official Records Instrument #2007000192034; Official Records Instrument #2008000144496; Official Records Instrument #2008000167351; Official Records Instrument #2008000177405; Official Records Instrument #2008000188580; Official Records Instrument #2008000188595; Official Records Instrument #2008000286776; Official Records Instrument #2008000330305; Official Records Instrument #2009000016118; Official Records Instrument #2009000059587; Official Records Instrument #2009000059755; Official Records Instrument #2009000059757; and Official Records Instrument Number 2019000272518, all of the Public Records of Lee County, Florida.
8. Notice of Establishment of the Verandah East Community Development District, as recorded in Official Records Instrument #2005000193192; as affected by Final Judgment validating and confirming bonds recorded in Official Records Instrument #2006000201735; Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Instrument #2006000281012; Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Verandah East Community Development District recorded August 13, 2014, in Official Records Instrument No. 2014000168172; Verandah East Community Development District Notice of Lien of Special Assessments for Verandah East Community Development District Special Assessment Revenue Refunding and Improvement Bonds, Series 2016 recorded November 9, 2016, in Official Records Instrument #2016000238132; Collateral Assignment and Assumption of Development and Contract Rights Relating to Series 2016 Project recorded November 9, 2016, in Official Records

Instrument #2016000238133; Declaration of Consent to Jurisdiction of Verandah East Community Development District and to Imposition of Special Assessments (Declaration) recorded in Official Records Instrument #2016000238134; Agreement Between the Verandah East Community Development District and KH Verandah LLC, Regarding the True-Up and Payment of Series 2016 Assessments recorded November 9, 2016, in Official Records Instrument #2016000238135, of the Public Records of Lee County, Florida and Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Verandah East Community Development District recorded March 27, 2017, in Official Records Instrument #2017000064760, all of the Public Records of Lee County, Florida, which include provisions for special assessments.

9. Deed of Conservation Easement recorded May 19, 2006, in Official Records Instrument #2006000204644, of the Public Records of Lee County, Florida.

10. Grant of Easement recorded February 5, 2015, in Official Records Instrument #2015000024651, of the Public Records of Lee County, Florida.

11. 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.

12. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of EDGEWATER TRACE, PARCEL 127 NORTH, recorded in Instrument Number 2020000068781, of the Public Records of Lee County, Florida.

**VERANDAH EAST
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: 29-43-26-L3-45LK3.0000

QUIT CLAIM WARRANTY DEED
(Edgewater Trace, Parcel 127 North)

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this 12th day of January, 2022 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 EAST 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 remised, released and quitclaimed 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**”).

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 _____, 2022, 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 Continued on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT,

in the presence of:

a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes

Print Name: _____

By: _____

Printed Name: _____

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 _____, 2022, by _____, as _____ of the Board of Supervisors of the VERANDAH EAST 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 "LK-3," according to the plat of EDGEWATER TRACE, PARCEL 127 NORTH, as recorded as Instrument Number 2020000068781 of the Public Records of Lee County, Florida ("**Plat**").

TOGETHER WITH an easement over areas designated on the Plat as "L.M.E.," "S.A.E.," "P.D.E.," and "I.E.," for maintenance, drainage, access and utility 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. Oil, Gas and Mineral Rights as reserved in Warranty Deed by Raymond H. Parker and Gloria A. Parker recorded in Deed Book 208, Page 119, of the Public Records of Lee County, Florida.
2. Easement(s) and matters contained in Right-of-Way Agreement with Florida Power & Light Company, a Florida corporation recorded July 27, 1954, in Deed Book 237, Page 137; as affected by Memorandum of Easement Use Consent Agreement recorded in Official Records Instrument Number 2006000141844, all of the Public Records of Lee County, Florida.
3. Resolution No. 83-4-5 recorded in Official Records Book 1669, Page 3414, of the Public Records of Lee County, Florida.
4. 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.
5. Covenant of Unified Control recorded December 7, 2001, in Official Records Book 3715, Page 2123, of the Public Records of Lee County, Florida.
6. 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.
7. 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 #2006000325676; Official Records Instrument #2007000192034; Official Records Instrument #2008000144496; Official Records Instrument #2008000167351; Official Records Instrument #2008000177405; Official Records Instrument #2008000188580; Official Records Instrument #2008000188595; Official Records Instrument #2008000286776; Official Records Instrument #2008000330305; Official Records Instrument #2009000016118; Official Records Instrument #2009000059587; Official Records Instrument #2009000059755; Official Records Instrument #2009000059757; and Official Records Instrument Number 2019000272518, all of the Public Records of Lee County, Florida.
8. Notice of Establishment of the Verandah East Community Development District, as recorded in Official Records Instrument #2005000193192; as affected by Final Judgment validating and confirming bonds recorded in Official Records Instrument #2006000201735; Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Instrument #2006000281012; Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Verandah East Community Development District recorded August 13, 2014, in Official Records Instrument No. 2014000168172; Verandah East Community Development District Notice of Lien of Special Assessments for Verandah East Community Development District Special Assessment Revenue Refunding and Improvement Bonds, Series 2016 recorded November 9, 2016, in Official Records Instrument #2016000238132; Collateral Assignment and Assumption of Development and Contract Rights Relating to Series 2016 Project recorded November 9, 2016, in Official Records Instrument #2016000238133; Declaration of Consent to Jurisdiction of Verandah East Community Development District and to Imposition of Special Assessments (Declaration) recorded in Official Records

Instrument #2016000238134; Agreement Between the Verandah East Community Development District and KH Verandah LLC, Regarding the True-Up and Payment of Series 2016 Assessments recorded November 9, 2016, in Official Records Instrument #2016000238135, of the Public Records of Lee County, Florida and Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Verandah East Community Development District recorded March 27, 2017, in Official Records Instrument #2017000064760, all of the Public Records of Lee County, Florida, which include provisions for special assessments.

9. Deed of Conservation Easement recorded May 19, 2006, in Official Records Instrument #2006000204644, of the Public Records of Lee County, Florida.

10. Grant of Easement recorded February 5, 2015, in Official Records Instrument #2015000024651, of the Public Records of Lee County, Florida.

11. 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.

12. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of EDGEWATER TRACE, PARCEL 127 NORTH, recorded in Instrument Number 2020000068781, of the Public Records of Lee County, Florida.

**VERANDAH EAST
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 East 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 contained on following pages.]

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

Witnessed:

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

Personally known: _____

Produced Identification: _____

Type of Identification: _____

Signed, sealed and delivered
in the presence of:

(Signature)

(Print Name)

(Signature)

(Print Name)

ACCEPTED BY DISTRICT:

**VERANDAH EAST COMMUNITY
DEVELOPMENT DISTRICT**

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 East Community Development District**, a unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, on behalf of said District. He/She [] is personally known to me, or [] has produced _____ as identification.

Notary Public

ATTACHMENT A

(Fee Simple)

ALL OF TRACTS "C-1," "LK-1," "LK-2," and "LK-4," according to the plat of EDGEWATER TRACE, PARCEL 127 NORTH, as recorded as Instrument Number 2020000068781 of the Public Records of Lee County, Florida ("**Plat**").

(Easement Area)

TOGETHER WITH an easement over areas designated on the Plat as "L.M.E.," "S.A.E.," "P.D.E.," and "I.E.," for maintenance, drainage, access and utility 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).

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

3BVI

QUIT CLAIM BILL OF SALE
(Edgewater Trace LK-3)

KNOW ALL MEN BY THESE PRESENTS, that **KH VERANDAH LLC**, a Florida limited liability company, whose address for purposes hereof is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("**Developer**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **VERANDAH EAST 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 (collectively, the "**Personal Property**"), to-wit:

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

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

AND the Developer does hereby represent and warrant to the District, its successors and assigns, that (a) that Developer has not previously conveyed the Personal Property to any other party; (b) Developer has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Developer to the District, and the District hereby accepts the Personal Property, in its "as-is" condition; provided, however, that Grantor hereby assigns, transfers and conveys to the Grantee any and all rights (if any) against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

[Signatures begin on the following page.]

[Developer's signature page to Bill of Sale]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed in its name this 12th day of January, 2022.

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 _____, 2022, by Paul Martin, as Authorized Signatory of KH VERANDAH LLC, a Florida limited liability company, on behalf of the company, 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:

[Signatures continue on the following page.]

[District's signature page to Bill of Sale]

ACCEPTED BY DISTRICT:

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

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 _____, 2022, by _____, as _____, of VERANDAH EAST 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:

Exhibit "A"

Personal Property

(Fee Simple)

ALL OF TRACT "LK-3," according to the plat of EDGEWATER TRACE, PARCEL 127 NORTH, as recorded as Instrument Number 2020000068781 of the Public Records of Lee County, Florida ("**Plat**").

(Easement Area)

TOGETHER WITH an easement over areas designated on the Plat as "L.M.E.," "S.A.E.," "P.D.E.," and "I.E.," for maintenance, drainage, access and utility 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).

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND
ENDING SEPTEMBER 30, 2021**

WHEREAS, on August 12, 2020, pursuant to Resolution 2020-09, the Board of Supervisors (hereinafter referred to as the “Board”) of the Verandah East Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2020/2021; and

WHEREAS, the Board desires to amend the previously adopted Fiscal Year 2020/2021 budget.

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

Section 1. The Fiscal Year 2020/2021 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, 2021 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 12th day of January, 2022.

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2021
EFFECTIVE NOVEMBER 30, 2021**

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2021**

	FY '21 Actual	Adopted Budget FY 2021	Budget to Actual Variance	Proposed Amended Increase/ Decrease	FY '21 Amended Budget
REVENUE					
Special assessment: on-roll	\$ 170,858	\$ 169,356	\$ (1,502)	\$ 1,502	\$ 170,858
Interest & miscellaneous	22	263	241	(241)	22
Total revenue	<u>170,880</u>	<u>169,619</u>	<u>(1,261)</u>	<u>1,261</u>	<u>170,880</u>
EXPENDITURE					
Professional and administrative					
Supervisors	2,295	3,064	769	(769)	2,295
Management and accounting	54,698	54,698	-	-	54,698
Audit	6,575	6,522	(53)	53	6,575
Legal	2,947	4,377	1,430	-	4,377
Field management	9,264	9,264	-	-	9,264
Engineering	9,342	2,189	(7,153)	7,153	9,342
Trustee	4,547	4,377	(170)	170	4,547
Dissemination agent	3,624	3,624	-	-	3,624
Arbitrage	1,324	1,313	(11)	11	1,324
Assessment roll preparation	10,591	10,505	(86)	86	10,591
Telephone	339	339	-	-	339
Postage	358	219	(139)	139	358
Insurance	5,740	5,704	(36)	36	5,740
Printing & binding	706	706	-	-	706
Legal advertising	1,104	657	(447)	447	1,104
Office expenses and supplies	236	109	(127)	127	236
Website	311	617	306	-	617
Contingencies	645	657	12	1,500	2,157
ADA website compliance	180	175	(5)	5	180
Annual district filing fee	154	153	(1)	1	154
Total professional & admin expenses	<u>114,980</u>	<u>109,269</u>	<u>(5,711)</u>	<u>8,959</u>	<u>118,228</u>
Water management					
Contractual services	51,163	50,338	(825)	825	51,163
Aquascaping	-	2,189	2,189	-	2,189
Utilities	357	1,313	956	-	1,313
Contingencies	617	2,626	2,009	-	2,626
Total water management	<u>52,137</u>	<u>56,466</u>	<u>4,329</u>	<u>825</u>	<u>57,291</u>

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2021**

	FY '21 Actual	Adopted Budget FY 2021	Budget to Actual Variance	Proposed Amended Increase/ Decrease	FY '21 Amended Budget
Other fees and charges					
Property appraiser	720	802	82	(82)	720
Tax collector	738	2,646	1,908	(1,908)	738
Total other fees & charges	<u>1,458</u>	<u>3,448</u>	<u>1,990</u>	<u>(1,990)</u>	<u>1,458</u>
Total expenditures	<u>168,575</u>	<u>169,183</u>	<u>608</u>	<u>7,794</u>	<u>176,977</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,305	436	(1,869)	(6,533)	(6,097)
Fund balances - beginning	36,904	33,163	591	(12,241)	36,904
Fund balances - ending	<u>\$ 39,209</u>	<u>\$ 33,599</u>	<u>\$ (1,278)</u>	<u>\$ (18,774)</u>	<u>\$ 30,807</u>

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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DATE: November 9, 2021

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

JOHNSON ENGINEERING, INC.
(CONSULTANT)

AND

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT
(OWNER)

PROJECT NAME: Verandah East CDD Stormwater Management Needs Analysis

Section: 36 **Township:** 43 South **Range:** 25 East **County:** Lee

Latitude: 26.698411 **Longitude:** -81.765705 **Comments:** _____

CONSULTANT CONTACT INFORMATION

OWNER CONTACT INFORMATION

Project Manager: Jordan Varble
Address: 2122 Johnson Street
City: Fort Myers
State/Zip: Florida, 33901
Phone: (239) 334-0046
Email: JVarble@johnsoneng.com

Bill to the attention of: Chuck Adams
c/o Wrathell, Hunt Associates, LLC
Billing Address: 9920 Bonita Beach Road, Suite 214
City/State/Zip: Bonita Springs, Florida 34135
Phone: (239) 498-9020
Cell: _____
Email: adamsc@whassociates.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

Background

The Florida Legislature passed House Bill 53 related to public infrastructure. A portion of it is shown below relating to stormwater and the requirement to create a 20-year needs analysis. Verandah East CDD is one of the special districts mentioned in Section (1) below.

403.9302 Stormwater management projections.

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).

(c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

- (d) The current and projected cost of providing services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.
- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Task 1 - Analysis

The CONSULTANT will assist the CLIENT the analysis required in 403.9302, Florida Statutes, Section (3) as requested by the Office of Economic and Demographic Research (EDR). Information will be collected by the CONSULTANT from own records and publicly available sources. Analysis of system components will be presented in a narrative format with exhibits as necessary to convey the information in an effective manner. A typical lifespan will be created for each asset along with the existing age and remaining lifespan. Replacement/retrofit costs will be developed for each asset acknowledging that actual asset life will vary from the typical. Revenue determinations (past, present, and future) will require assistance from the District Manager or designee.

Task 2 - Report

The CONSULTANT will compile the narrative, graphs, and tables from Task 1 and populate the spreadsheets created by EDR to be sent to Lee County before June 30, 2022. Lee County will be responsible to compile this report with others and their own information and transmit it to the EDR.

FEE & TYPE:	Time & Materials (based on rate schedule in effect at the time service is rendered)	Lump Sum (LS):	\$8,400.00	LS
		Reimbursables:	\$50.00	T&M
		TOTAL FEES:	\$8,450.00	LS; T&M

OWNER AUTHORIZATION: I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand, and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 3 of this Agreement.

Authorized Signature: _____ Date: November, 2021

Typed Name & Title: Chuck Adams, District Manager for Verandah East CDD

STANDARD BUSINESS TERMS AND CONDITIONS

These Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by Johnson Engineering, Inc. ("CONSULTANT").

Standard of Care: The Standard of Care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement with the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and the same locality.

Information from Owner: OWNER to provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for CONSULTANT to complete the Scope described herein.

Cooperation with Other Consultants or Owner's Attorney: Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be required, which is excluded from this Agreement. OWNER is expected to retain an attorney as needed for advice and participation as a professional team member. OWNER will serve as project coordinator and be responsible for assuring the cooperation of consultants contracting directly with him.

Permit and Application Fees: OWNER shall pay all project-related fees including, but not limited to plan review, platting, permits, DRI, impact fees, etc.

Termination: This Agreement and obligation to provide further service may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform to the terms hereof through no fault of the terminating party.

Billings and Payment: Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CONSULTANT and OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Reimbursables based on the Rate Code Schedule in effect at the time services are rendered. The continuous progress of CONSULTANT's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include a late charge of 1% per month from said thirtieth day; and, in addition, wemay, after seven days' notice to OWNER, suspend services under this Agreement until we have been paid in full for all amounts due for our services and expenses. CONSULTANT is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

Reimbursables: Project-related expenses such as transportation, subsistence, long distance communications, postage, shipping, report, drawing, specification reproduction, and OWNER-authorized overtime shall be reimbursable. The amount payable for reimbursables will be the charge actually incurred by or imputed cost allocated by CONSULTANT therefore times a factor of 1.10.

Taxes: Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

Renegotiation of Fees: CONSULTANT reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

Subconsultant: Subconsultant contracts will be administered at a cost of 10% of the Subconsultant contract fee.

Attorney Fees: Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

Legal Interpretations Clarified: The work proposed herein is based on the services of a professional engineer, professional surveyor, professional land planner, and/or professional landscape architect, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Design Professional. OWNER is advised to secure adequate legal counsel as needed for the project.

Responsible Party:

PURSUANT TO §558.0035 FLORIDA STATUTE, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS

AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

Project Delays: The OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any course whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

Budgetary Limitations: It is necessary that OWNER advise CONSULTANT in writing at an early date if OWNER has budgetary limitations for the overall Project Cost or Construction Cost. CONSULTANT will endeavor to work within those limitations. If OWNER requests, CONSULTANT will submit to OWNER, as an Additional Service, opinions as to the probability of completing construction within OWNER's budget and, where appropriate, request an adjustment in the budget or a revision in the scope of services of the Project. CONSULTANT does not guarantee that opinions of probable cost will not differ materially from negotiated prices, fees or bids. If OWNER wishes greater assurance as to the probable construction costs, or if formal estimates are desired, an independent cost estimator should be employed.

Excluded Services: CONSULTANT will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are excluded services, unless otherwise specifically included in the Scope, which may be required or desired for the Project: Abstract of Title Review - Geotechnical Services - Materials Testing - Architectural Services - Hazardous Waste Assessments

Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless parties mutually agree otherwise.

Betterment: If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

Ownership of Instruments of Service: All reports, plans, specifications, field data, and notes or other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional.

Hazardous Materials: Services related to asbestos, hazardous or toxic materials are excluded. OWNER shall provide a site that complies with applicable laws and regulations. CONSULTANT may, at its option and without liability for consequential or other damages, suspend services until OWNER retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.

Entire Understanding: This Proposal/Agreement represents the entire understanding between OWNER and CONSULTANT in respect to this Project and may only be modified in writing.

Consultant's Limited Liability: Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$8,450.00.

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Chuck Adams, District Manager
adamsc@whhassociates.com
David Moore
dmoore@verandahcdds.net

RE: Verandah East Community Development District ("Client")

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

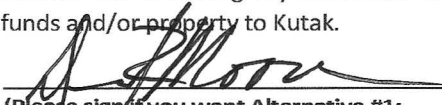
Dear Chuck/David,

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client in one or more matter(s) ("Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.


(Please sign if you want Alternative #1;
otherwise, do not sign on this line.)

10/19/2021
[DATE]

2. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

(Please sign here if you have
given instructions under Alternative

[DATE]

#2; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, MarkS@hgslaw.com, JJohnson@hgslaw.com, AlyssaW@hgslaw.com and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.

A handwritten signature in black ink, appearing to read "Jonathan Johnson", written over a horizontal line.

By: Jonathan Johnson

Its: President

Date: October 15, 2021

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Verandah East Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jonathan T. Johnson	\$330
Alyssa C. Willson	\$250
Associates	\$220 - \$250
Paralegals	\$165

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**VERANDAH EAST COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

7A

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

7B

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

VII. Resolution of Disputes

* * *

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. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

- ~~34.~~ 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.
- ~~45.~~ 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).
- ~~56.~~ 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.
- ~~67.~~ 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.

X. Late Payment Interest Charges

* * *

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 for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider 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. (§218.74(4), 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.

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH EAST 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 East Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida; and

WHEREAS, 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 (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANDAH EAST 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 or replace 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. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

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.

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

PASSED AND ADOPTED this 12th day of January 2022.

ATTEST:

**VERANDAH EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

January 12, 2022

Verandah East 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 East 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 [REDACTED]. 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 (561) 571-0010, email adamsc@whhassociates.com).

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 Provider.

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**
Verandah East Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
- 2. Email Address**
adamsc@whhassociates.com

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:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. 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 Provider 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 Provider shall identify the Agent to which the Provider 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. Provider'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:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider 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 Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, 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. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. 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.
5. 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).
6. 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.

7. 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. (§218.735(9), 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 for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider 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. (§218.74 (4), 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.).

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

8

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2021**

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2021**

	Major Funds			Total Governmental Funds
	General	Debt Service Series 2016	Capital Projects Series 2016	
ASSETS				
Cash (SunTrust)	\$416,283	\$ -	\$ -	\$ 416,283
Investments				
Revenue account	-	193,068	-	193,068
Reserve account	-	375,000	-	375,000
Prepayment	-	4	-	4
Construction account	-	-	3	3
Due from other governments	6,298	-	-	6,298
Due from general fund	-	360,271	-	360,271
Total assets	<u>\$ 422,581</u>	<u>\$ 928,343</u>	<u>\$ 3</u>	<u>\$ 1,350,927</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to debt service fund	\$360,271	\$ -	\$ -	\$ 360,271
Due to other governments	4,778	-	-	4,778
Total liabilities	<u>365,049</u>	<u>-</u>	<u>-</u>	<u>365,049</u>
Fund balances:				
Restricted for:				
Debt service	-	928,343	-	928,343
Capital projects	-	-	3	3
Unassigned	57,532	-	-	57,532
Total fund balances	<u>57,532</u>	<u>928,343</u>	<u>3</u>	<u>985,878</u>
Total liabilities and fund balances	<u>\$422,581</u>	<u>\$ 928,343</u>	<u>\$ 3</u>	<u>\$ 1,350,927</u>

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on-roll	\$ 46,383	\$ 46,383	\$ 169,353	27%
Interest & miscellaneous	-	1	263	0%
Total revenue	<u>46,383</u>	<u>46,384</u>	<u>169,616</u>	27%
EXPENDITURE				
Professional and administrative				
Supervisors	-	883	3,064	29%
Management and accounting	4,558	9,116	54,698	17%
Audit	-	-	6,522	0%
Legal	165	165	4,377	4%
Field management	772	1,544	9,264	17%
Engineering	1,168	1,168	2,189	53%
Trustee	2,372	2,372	4,377	54%
Dissemination agent	302	604	3,624	17%
Arbitrage	-	-	1,313	0%
Assessment roll preparation	-	-	10,505	0%
Telephone	28	57	339	17%
Postage	130	130	219	59%
Insurance	-	6,018	5,822	103%
Printing & binding	59	118	706	17%
Legal advertising	123	123	657	19%
Office expenses and supplies	-	-	109	0%
Website	-	-	617	0%
Contingencies	62	121	657	18%
ADA website compliance	-	-	175	0%
Annual district filing fee	-	77	153	50%
Total professional & admin expenses	<u>9,739</u>	<u>22,496</u>	<u>109,387</u>	21%
Water management				
Contractual services	4,235	4,235	50,338	8%
Aquascaping	-	-	2,189	0%
Utilities	34	66	1,313	5%
Contingencies	-	-	2,189	0%
Total water management	<u>4,269</u>	<u>4,301</u>	<u>56,029</u>	8%

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees and charges				
Property appraiser	720	720	802	90%
Tax collector	545	545	2,646	21%
Total other fees & charges	<u>1,265</u>	<u>1,265</u>	<u>3,448</u>	37%
Total expenditures	<u>15,273</u>	<u>28,062</u>	<u>168,864</u>	17%
Excess/(deficiency) of revenues over/(under) expenditures	31,110	18,322	752	
Fund balances - beginning	26,422	39,210	32,928	
Fund balances - ending	<u>\$ 57,532</u>	<u>\$ 57,532</u>	<u>\$ 33,680</u>	

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 201 - SERIES 2016
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 391,548	\$ 391,548	\$ 1,446,901	27%
Interest	4	8	-	N/A
Total revenues	<u>391,552</u>	<u>391,556</u>	<u>1,446,901</u>	27%
EXPENDITURES				
Debt service				
Principal	-	-	785,000	0%
Interest	342,422	342,422	684,844	50%
Total expenditures	<u>342,422</u>	<u>342,422</u>	<u>1,469,844</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	49,130	49,134	(22,943)	
Fund balances - beginning	879,213	879,209	875,975	
Fund balances - ending	<u>\$ 928,343</u>	<u>\$ 928,343</u>	<u>\$ 853,032</u>	

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 302 - SERIES 2016
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date
REVENUES		
Interest	\$ 1	\$ 1
Total revenues	1	1
 EXPENDITURES		
Total expenditures	-	-
 Excess/(deficiency) of revenues over/(under) expenditures	1	1
 Fund balances - beginning	2	2
Fund balances - ending	\$ 3	\$ 3

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

9

DRAFT

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

The Board of Supervisors of the Verandah East Community Development District held a Regular Meeting on October 13, 2021 at 1:00 p.m., at the offices of the Verandah Community Association, Inc., 11390 Palm Beach Blvd., Fort Myers, Florida 33905.

Present were:

David Moore	Chair
Richard Shields, Jr.	Vice Chair
Christina Jaross	Assistant Secretary
Jacqueline Voiles (via telephone)	Assistant Secretary
Michael Lapinski	Assistant Secretary

Also present were:

Chuck Adams (via telephone)	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Alyssa Willson	District Counsel
Brent Burford (via telephone)	District Engineer
Susan Shields	VCA Manager
Lynn Dietrich	VCA Board Member

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 1:00 p.m. Supervisors Moore, Shields, Jaross and Lapinski were present, in person. Supervisor Voiles was attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments [3 minutes per person]

There were no public comments.

THIRD ORDER OF BUSINESS

Continued Discussion: CDD Ownership and Maintenance of Property

40 **A. Consideration of Agreement Between the Verandah East Community Development**
41 **District and Verandah Community Association, Inc., for Facility Management,**
42 **Operation and Maintenance Services**

43 Ms. Willson reported the following:

44 ➤ This would be an update item; no action would need to be taken today.

45 ➤ As the Verandah Community Association, Inc. (VCA) and other groups are transitioning
46 within the community, Staff deemed it responsible to prepare an actual documented
47 agreement so all parties could plan and budget accordingly.

48 ➤ Per the Board's request, Staff has been coordinating with the District Engineer, the VCA
49 Board and the Developers to prepare better exhibits and close out the project.

50 ➤ The VCA was reviewing items from their standpoint and recently requested a more
51 detailed list of CDD-owned properties, which was being compiled.

52 ➤ The District Engineer had questions about ownership of the road inlets and various
53 insurance requirements.

54 ➤ She has been coordinating with Mr. and Mrs. Adams to obtain better documentation of
55 what, if any, assets need to be added to the CDD's insurance policy to ensure that the CDD is
56 protected in the event of an issue with any of the infrastructure.

57 Asked if the CDD has property insurance, Mr. Adams stated the CDD has coverage with
58 regard to infrastructure, as part of the general liability policy, and, although there is no inlet
59 language, the property is adequately covered. Asked for a summary, Mrs. Adams stated copies
60 of the insurance policy would be emailed to the Board.

61 Discussion ensued regarding which entity is responsible for maintenance of a wall that
62 borders the entire community, ownership of the inlets, the roadways and trails that cover the
63 bridges, reserve funds, Bond Indenture terms, paid bond requisitions and landscaping.

64 **B. Consideration of Conveyance Documents**

65 **I. Quit Claim Bill of Sale (Perimeter Wall and Landscaping)**

66 **II. Release of License Agreement**

67 **III. Special Warranty Deed (Edgewater Trace, Parcel 127 North)**

68 **IV. Quit Claim Warranty Deed (Edgewater Trace, Parcel 127 North)**

69 V. Bill of Sale – Edgewater Trace, Parcel 127 North

70 VI. Quit Claim Bill of Sale (Edgewater Trace LK-3)

71 This Order of Business was tabled to the January meeting.

72

73 **FOURTH ORDER OF BUSINESS**

**Discussion: FY2022 Budget – Provision for
Repair to Hardscape/Wall for Eventual
Recapitalization of the Property**

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77 This item was addressed elsewhere during the meeting.

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80 **FIFTH ORDER OF BUSINESS**

**Discussion: SOLitude Lake Management
Contract Regarding Defoliation**

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83 Mr. Moore stated he asked for this agenda item because SOLitude defoliates the
84 perimeter to the preserves by spraying, which keeps vegetation back, including invasives and
85 non-invasives. He noted that there are areas where vegetation on the fences is getting so heavy
86 that it is pulling the fences down. Mrs. Adams stated it is not a part of SOLitude’s contract.

87 Discussion ensued regarding ownership and maintenance of the fences, mitigation and
88 whether the contract covers spraying weeds on the fence. Ms. Dietrich stated that the VCA is
89 responsible for maintenance of the wall and she is currently obtaining quotes from contractors.

90

91 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of August 31, 2021**

92

93

94 Mrs. Adams presented the Unaudited Financial Statements as of August 31, 2021. The
95 financials were accepted.

96

97 **SEVENTH ORDER OF BUSINESS**

**Approval of August 11, 2021 Public Hearing
and Regular Meeting Minutes**

98

99

100 Mrs. Adams presented the August 11, 2021 Public Hearing and Regular Meeting
101 Minutes. The following changes were made:

102 Line 24: Change “Dross” to “Jaross”

103 Line 53: Change “Ms. Lapinski” to “Mr. Lapinski”

104 **On MOTION by Mr. Lapinski and seconded by Ms. Jaross, with all in favor, the**
105 **August 11, 2021 Public Hearing and Regular Meeting Minutes, as amended,**
106 **were approved.**

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109 **EIGHTH ORDER OF BUSINESS**

Staff Reports

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

112 Ms. Willson reported the following:

113 ➤ As of 10:00 a.m., this morning, Hopping Green & Sams, P.A. (HGS) ceased business and
114 her practice group of 11 attorneys have joined the firm Kutak Rock LLP.

115 ➤ Kutak Rock has offices across the nation and specializes in governmental and public
116 finance work. The former HGS group would be opening the first Kutak Rock office in Florida.

117 ➤ In accordance with Florida Bar rules, Staff would be issuing a transition letter, including
118 a fee agreement; the rates charged to the CDD would remain the same.

119 ➤ Staff was coordinating with Management and, to avoid any disruption in service,
120 recommended authorizing execution of the transition letter and fee agreement by Mrs. Adams
121 and the Chair between meetings, with ratification at the January meeting.

122
123 **On MOTION by Mr. Moore and seconded by Mr. Lapinski, with all in favor,**
124 **engagement of Kutak Rock LLP and authorizing Mrs. Adams and the Chair to**
125 **execute documents transferring District Counsel Services representation from**
126 **HGS to Kutak Rock LLP, provided that the rates remain unchanged, was**
127 **approved.**

128
129
130 Asked if Board questions about the Conveyance Documents, from the Third Order of
131 Business, could be delayed to the next meeting, Ms. Willson replied affirmatively.

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

133 • **Consideration of Rate Increase**

134 Mr. Burford presented the Rate Schedule that went into effect July 13, 2021.

135 Discussion ensued regarding the rate increase and the current projects.

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On MOTION by Mr. Moore and seconded by Mr. Shields, with all in favor, the rate increase and Rate Schedule, effective July 13, 2021, was approved.

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

- **NEXT MEETING DATE: January 12, 2022 at 1:00 P.M.**
- **QUORUM CHECK**

All Supervisors confirmed their attendance at the January 12, 2022 meeting.

NINTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Moore commented that the January meeting would likely be longer than 30 minutes, considering the various legal items to consider. Mrs. Adams would advertise the next meeting to last one hour.

TENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Moore and seconded by Mr. Shields, with all in favor, the meeting adjourned at 1:49 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE

163
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Secretary/Assistant Secretary

Chair/Vice Chair

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

10C

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

11390 Palm Beach Blvd., First Floor, Fort Myers, Florida 33905

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	1:00 P.M.
January 12, 2022	Regular Meeting	1:00 P.M.
May 11, 2022	Regular Meeting	1:00 P.M.
August 10, 2022	Public Hearing & Regular Meeting	1:00 P.M.