

**VERANDAH WEST
COMMUNITY DEVELOPMENT
DISTRICT**

January 12, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

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

January 5, 2022

Board of Supervisors
Verandah West Community Development District

Dear Board Members:

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

NOTE: Meeting Time and Location

The Board of Supervisors of the Verandah West Community Development District will hold a Regular Meeting on January 12, 2022 at 2:00 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. Continued Discussion: CDD Ownership and Maintenance of Property
 - A. Consideration of Agreement Between the Verandah West Community Development District and Verandah Community Association, Inc., for Facility Management, Operation and Maintenance Services
 - B. Consideration of Conveyance Documents
 - I. Bill of Sale - Winding River
 - II. Release of License Agreement
 - III. Special Warranty Deed to CDD (Royal Palm)
 - IV. Special Warranty Deed to CDD (Winding River, Parcel 102)
 - V. Bill of Sale - Royal Palm
4. 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 2:00 P.M.
 - QUORUM CHECK

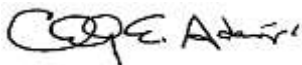
Jeffrey Jordan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Susie McIntyre	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Lorie St. Lawrence	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE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

11. Supervisors' Requests

12. Adjournment

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

Sincerely,



Chesley E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 709 724 7992

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3A

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

THIS AGREEMENT (the “Agreement”) is made and entered into this 12th day of January, 2022, by and between:

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

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

RECITALS

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

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

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

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

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

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

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

SECTION 2. ASSOCIATION'S OBLIGATION.

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

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

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

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

SECTION 4. TERM.

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

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

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

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

SECTION 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: Kutak Rock LLP
PO Box 10230
Tallahassee, Florida 32302
Attn: District Counsel

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

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

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

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

SECTION 18. PUBLIC RECORDS.

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

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

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

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

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

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

Attest:

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**

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

Name: Jeffrey Jordan
Title: Chairman, Board of Supervisors

**VERANDAH COMMUNITY ASSOCIATION,
INC.**

(Signature of Witness)

By: _____
Title: _____

(Print Name of Witness)

Exhibit A: Description of the Improvements

EXHIBIT A

DESCRIPTION OF THE DISTRICT PROPERTY

Association shall maintain the following District Property:

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

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

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3BI

BILL OF SALE

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

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

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

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

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

[Signatures begin on following page.]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 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, [CHECK ONE] /_/who is personally known to me or /_/who has produced a _____ as identification.

Notary Public

[Signatures continue on following page.]

ACCEPTED BY DISTRICT:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

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

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization, this ___ day of _____, 2022, by _____, as _____ of the Board of Supervisors of the VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the District, [*CHECK ONE*] /___/who is personally known to me or /___/who has produced a _____ as identification.

Notary Public

ATTACHMENT A

(Fee Simple)

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

(Easement Area)

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

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3B11

Prepared by and when recorded return to:

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

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

RELEASE OF LICENSE AGREEMENT

THIS RELEASE OF LICENSE AGREEMENT (this “**Release**”) is made on January 12, 2022 (“**Effective Date**”), by **VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created and established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”).

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

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

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization this ____ day of _____, 2022, by _____, as _____, of VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the District, who /___/is personally known to me or /___/has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name: _____

My Commission Expires: _____

NOTARY SEAL:

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3B111

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

Prepared by and after recording
return to:

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

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

SPECIAL WARRANTY DEED
(Royal Palm)

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this 12th day of January, 2022 by **KH VERANDAH LLC**, a Florida limited liability company, whose address is 105 NE 1st Street, Delray Beach, Florida 33444, in favor of **VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

KH VERANDAH LLC,
a Florida limited liability company

By: _____
Paul Martin, Authorized Signatory

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization this ____ day of _____, 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 Continue on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

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

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /_/physical presence or
/_/online notarization this ____ day of _____, 2022, by _____, as
_____ of the Board of Supervisors of the VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special purpose government, organized and existing under
Chapter 190, Florida Statutes, on behalf of the district, [*CHECK ONE*] /_/who is personally known to me
or /_/who has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name _____

My Commission Expires: _____

NOTARY SEAL:

Exhibit "A"

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

Exhibit "B" - Permitted Exceptions

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

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3BIV

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

Prepared by and after recording return to:

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

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

SPECIAL WARRANTY DEED
(Winding River, Parcel 102)

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this 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 WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

KH VERANDAH LLC,
a Florida limited liability company

Print Name: _____

By: _____
Paul Martin, Authorized Signatory

Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization this ____ day of _____, 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 Continue on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered
in the presence of:

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

Print Name: _____

Print Name: _____

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /_/physical presence or
/_/online notarization this ____ day of _____, 2022, by _____, as
_____ of the Board of Supervisors of the VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special purpose government, organized and existing under
Chapter 190, Florida Statutes, on behalf of the district, [*CHECK ONE*] /_/who is personally known to me
or /_/who has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name _____
My Commission Expires: _____

NOTARY SEAL:

Exhibit "A"

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

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

Exhibit "B" - Permitted Exceptions

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

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

3BV

BILL OF SALE

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

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

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

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

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

[Signatures begin on following page.]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 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, [CHECK ONE] /_/who is personally known to me or /_/who has produced a _____ as identification.

Notary Public

[Signatures continue on following page.]

ACCEPTED BY DISTRICT:

**VERANDAH WEST COMMUNITY
DEVELOPMENT DISTRICT**

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /___/physical presence or /___/online notarization, this ____ day of _____, 2022, by _____, as _____ of the Board of Supervisors of the VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the District, who /___/is personally known to me, or /___/has produced _____ as identification.

Notary Public

ATTACHMENT A

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

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 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 West 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 WEST 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 WEST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2021
EFFECTIVE NOVEMBER 30, 2021**

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
AMEMDED GENERAL FUND BUDGET
FISCAL YEAR 2021
EFFECTIVE NOVEMBER 30, 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	\$ 199,951	\$ 197,991	\$ (1,960)	\$ 1,960	\$ 199,951
Special assessment: off-roll	19,155	19,155	-	-	19,155
Interest & miscellaneous	27	337	310	(310)	27
Total revenue	<u>219,133</u>	<u>217,483</u>	<u>(1,650)</u>	<u>1,650</u>	<u>219,133</u>
EXPENDITURE					
Professional & administrative					
Supervisor fees	2,905	3,936	1,031	(1,031)	2,905
Management and accounting	70,225	70,262	37	(37)	70,225
Audit	8,325	8,378	53	(53)	8,325
Legal	3,430	5,623	2,193	-	5,623
Field management	11,893	11,899	6	(6)	11,893
Engineering	11,828	2,811	(9,017)	9,017	11,828
Trustee	5,756	5,623	(133)	133	5,756
Dissemination agent	4,654	4,656	2	(2)	4,654
Arbitrage	1,676	1,687	11	(11)	1,676
Assessment roll preparation	13,409	13,495	86	(86)	13,409
Telephone	436	436	-	-	436
Postage	447	281	(166)	166	447
Insurance	7,266	7,326	60	(60)	7,266
Printing & binding	908	908	-	-	908
Legal advertising	1,397	843	(554)	554	1,397
Office expenses and supplies	299	141	(158)	158	299
Website	394	793	399	-	793
ADA website compliance	822	225	(597)	597	822
Contingencies	229	843	614	2,669	3,512
Annual district filing fee	196	197	1	(1)	196
Total professional & admin	<u>146,495</u>	<u>140,363</u>	<u>(6,132)</u>	<u>12,007</u>	<u>152,370</u>
Water management					
Contractual services	64,738	64,662	(76)	76	64,738
Aquascaping	-	2,811	2,811	-	2,811
Utilities	458	1,687	1,229	-	1,687
Contingencies	531	3,374	2,843	-	3,374
Total water management	<u>65,727</u>	<u>72,534</u>	<u>6,807</u>	<u>76</u>	<u>72,610</u>

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2021
EFFECTIVE NOVEMBER 30, 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	911	938	27	(27)	911
Tax collector	860	3,094	2,234	(2,234)	860
Total other fees & charges	<u>1,771</u>	<u>4,032</u>	<u>2,261</u>	<u>(2,261)</u>	<u>1,771</u>
Total expenditures	<u>213,993</u>	<u>216,929</u>	<u>2,936</u>	<u>9,822</u>	<u>226,751</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 5,140	 554	 (49)	 49	 (7,618)
Fund balances - beginning	118,848	112,655	6,709	174	118,848
Fund balances - ending	<u>\$ 123,988</u>	<u>\$ 113,209</u>	<u>\$ 6,709</u>	<u>\$ 174</u>	<u>\$111,230</u>

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

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- (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 West 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 WEST
COMMUNITY DEVELOPMENT DISTRICT

6

Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Chuck Adams, District Manager
adamsc@whhassociates.com
Jeffrey Jordan
jjordan@verandahcdds.net

RE: Verandah West 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

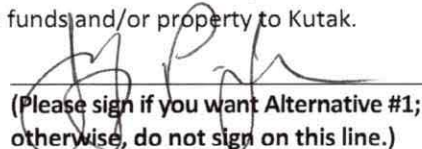
Dear Chuck/Jeffrey,

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.

 _____ 10-19-21
(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.)

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.

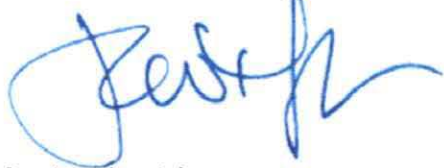
(Please sign here if you have [DATE]
given instructions under Alternative

#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.



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 West 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	\$250 - \$275
Paralegals	\$145

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 WEST 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 WEST
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 WEST
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 WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Verandah West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated 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 WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend 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 WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

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

January 12, 2022

Verandah West Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

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

II. Scope

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

III. Definitions

A. Agent

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

B. Construction Services

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

C. Contractor or Provider of Construction Services

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

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

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

F. Improper Payment Request

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

G. Non-Construction Goods and Services

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

H. Proper Invoice

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

I. Proper Payment Request

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

J. Provider

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

K. Purchase

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

L. Vendor

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

IV. Proper Invoice/Payment Request Requirements

A. General

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

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District’s current tax-exempt number is [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 West 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 WEST
COMMUNITY DEVELOPMENT DISTRICT

8

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

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

	Major Funds		Total Governmental Funds
	General	Debt Service Series 2013	
ASSETS			
Cash (SunTrust)	\$438,770	\$ -	\$ 438,770
Investments			
Revenue account	-	20,127	20,127
Reserve account	-	448,351	448,351
Prepayment	-	66,372	66,372
Due from general fund	-	281,461	281,461
Undeposited funds	1,596	-	1,596
Due from other governments	4,778	-	4,778
Total assets	<u>\$445,144</u>	<u>\$ 816,311</u>	<u>\$ 1,261,455</u>
LIABILITIES			
Liabilities:			
Due to debt service fund	\$281,461	\$ -	\$ 281,461
Due to other governments	6,298	-	6,298
Total liabilities	<u>287,759</u>	<u>-</u>	<u>287,759</u>
Fund balances:			
Restricted for:			
Debt service	-	816,311	816,311
Unassigned	157,385	-	157,385
Total fund balances	<u>157,385</u>	<u>816,311</u>	<u>973,696</u>
Total liabilities and fund balances	<u>\$445,144</u>	<u>\$ 816,311</u>	<u>\$ 1,261,455</u>

**VERANDAH WEST
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	\$ 66,152	\$ 66,152	\$ 197,985	33%
Special assessment: off-roll	1,596	3,192	19,154	17%
Interest & miscellaneous	1	2	337	1%
Total revenue	<u>67,749</u>	<u>69,346</u>	<u>217,476</u>	32%
EXPENDITURE				
Professional & administrative				
Supervisor fees	-	1,117	3,936	28%
Management and accounting	5,855	11,710	70,262	17%
Audit	-	-	8,378	0%
Legal	511	511	5,623	9%
Field management	992	1,983	11,899	17%
Engineering	1,479	1,479	2,811	53%
Trustee	3,003	3,003	5,623	53%
Dissemination agent	388	776	4,656	17%
Arbitrage	-	-	1,687	0%
Assessment roll preparation	-	-	13,495	0%
Telephone	36	73	436	17%
Postage	165	165	281	59%
Insurance	-	7,521	7,478	101%
Printing & binding	76	151	908	17%
Legal advertising	156	156	843	19%
Office expenses and supplies	-	-	141	0%
Website	-	-	793	0%
Contingencies	57	113	225	50%
ADA website compliance	-	-	843	0%
Annual district filing fee	-	196	197	99%
Total professional & admin	<u>12,718</u>	<u>28,954</u>	<u>140,515</u>	21%
Water management				
Contractual services	5,362	5,362	64,662	8%
Aquascaping	-	-	2,811	0%
Utilities	84	84	1,687	5%
Contingencies	-	-	2,811	0%
Total water management	<u>5,446</u>	<u>5,446</u>	<u>71,971</u>	8%

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

	Current Month	Year to Date	Budget	% of Budget
Other fees and charges				
Property appraiser	491	491	938	52%
Tax collector	1,057	1,057	3,094	34%
Total other fees & charges	<u>1,548</u>	<u>1,548</u>	<u>4,032</u>	38%
Total expenditures	<u>19,712</u>	<u>35,948</u>	<u>216,518</u>	17%
Excess/(deficiency) of revenues over/(under) expenditures	48,037	33,398	958	
Fund balances - beginning	<u>109,348</u>	<u>123,987</u>	<u>114,391</u>	
Fund balances - ending	<u><u>\$ 157,385</u></u>	<u><u>\$ 157,385</u></u>	<u><u>\$ 115,349</u></u>	

**VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 202 - SERIES 2013
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 301,515	\$ 301,515	\$ 912,866	33%
Special assessment: off-roll	-	72,637	334,046	22%
Assessment prepayments	-	41,944	-	N/A
Interest income	4	7	-	N/A
Total revenues	<u>301,519</u>	<u>416,103</u>	<u>1,246,912</u>	33%
EXPENDITURES				
Debt service				
Principal	-	-	700,000	0%
Prepayment	5,000	5,000	-	N/A
Interest	269,350	269,350	538,700	50%
Total debt service	<u>274,350</u>	<u>274,350</u>	<u>1,238,700</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	27,169	141,753	8,212	
Fund balances - beginning	789,142	674,558	666,248	
Fund balances - ending	<u>\$ 816,311</u>	<u>\$ 816,311</u>	<u>\$ 674,460</u>	

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

9

DRAFT

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

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The Board of Supervisors of the Verandah West Community Development District held a Regular Meeting on October 13, 2021 at 1:30 p.m., at the offices of the Verandah Community Association, Inc., 11390 Palm Beach Boulevard, Fort Myers, Florida 33905.

Present were:

Jeffrey Jordan	Chair
Susie McIntyre	Vice Chair
Paul Zampiceni	Assistant Secretary
Gerald Baldwin	Assistant Secretary
Lorie St. Lawrence	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	District Engineer
Susan Shields	Verandah East CDD Resident
Lynn Dietrich	VCA Board Member

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 1:55 p.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments [3 minutes per person]

Resident and VCA Board Member, Susan Shields, asked to voice her opinion on the conveyance documents when Item 3B is discussed.

THIRD ORDER OF BUSINESS

Continued Discussion: CDD Ownership and Maintenance of Property

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

43 Ms. Willson stated Staff had been coordinating with the Verandah Community
 44 Association, Inc. (VCA), the Developer and the Verandah East CDD (VECDD) on the various
 45 maintenance responsibilities that need to be included in the Agreement and, given that the
 46 community is so multifaceted, more time is needed to complete the document. She stated that
 47 it appears as if the Golf Club will need to be engaged and included in the Agreement to ensure
 48 that everything is described appropriately and parceled out. The Form of Agreement would
 49 likely be presented at the January meeting.

50 **B. Consideration of Conveyance Documents**

- 51 **I. Bill of Sale - Winding River**
- 52 **II. Release of License Agreement**
- 53 **III. Special Warranty Deed to CDD (Royal Palm)**
- 54 **IV. Special Warranty Deed to CDD (Winding River, Parcel 102)**
- 55 **V. Bill of Sale - Royal Palm**

56 Ms. Wilson stated the Developer recently forwarded the conveyance documents. The
 57 VECDD Board had several questions and were advised that this item would be tabled to the
 58 January meeting. Mrs. Adams confirmed that the conveyance documents were being deferred
 59 to the next meeting for the Verandah West CDD (VWCDD) as well.

60 Ms. Shields apprised Mr. Burford of two areas that are in the name of Verandah
 61 Development and have not been conveyed. Ms. Willson stated Staff coordinated with the
 62 Developer to identify items that were incorrectly listed on LIFA as being owned by the wrong
 63 entity, as well as others that were listed as owned by the Developer but were previously
 64 conveyed.

65

66 **FOURTH ORDER OF BUSINESS**

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

67

68

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

71

72 **FIFTH ORDER OF BUSINESS**

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

73

74

75 Mrs. Adams presented the August 11, 2021 Public Hearing and Regular Meeting
76 Minutes.

77

78 **On MOTION by Mr. Baldwin and seconded by Mr. Jordan, with all in favor, the**
79 **August 11, 2021 Public Hearing and Regular Meeting Minutes, as presented,**
80 **were approved.**

81

82

83 **SIXTH ORDER OF BUSINESS**

Staff Reports

84

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

86 Ms. Willson reported the following:

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

89 ➤ Kutak Rock LLC is a national law firm specializing in governmental and public finance and
90 Special Districts. The former HGS group would be opening the first Kutak Rock office in Florida.

91 ➤ If the Board is amenable to the transition, the rates would remain the same.

92 ➤ A transition letter and fee agreement are being drafted.

93 ➤ To avoid any disruption in service, it would be necessary for the Board to authorize
94 execution of the letter by the Chair and Mrs. Adams in between meetings, with ratification at
95 the January meeting.

96 ➤ The new contact information would be circulated to the Board.

97

98 **On MOTION by Mr. Zampiceni and seconded by Mr. Jordan, with all in favor,**
99 **engagement of Kutak Rock LLP and authorizing the Chair and Mrs. Adams to**
100 **execute documents transferring District Counsel Services representation from**
101 **HGS to Kutak Rock LLC, was approved.**

102

103 **B. District Engineer: *Johnson Engineering, Inc.***104 • **Consideration of Rate Increase**

105 Mr. Burford presented the Rate Schedule and noted that the last rate increase was in
106 2006. Asked for the amount of increase, Mr. Burford stated his rate would increase an
107 additional \$15 per hour.

108

109 **On MOTION by Mr. Jordan and seconded by Ms. McIntyre, with all in favor, the**
110 **rate increase and fee Schedule, effective July 13, 2021, was approved.**

111

112

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

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

116 ○ **QUORUM CHECK**

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

118 Mrs. Adams stated that the VECDD Board requested allocation of one hour for its
119 January meeting and asked if the VWCDD Board was amenable to a 2:00 p.m. start time. The
120 Board agreed to commencing its meeting at 2:00 p.m.

121

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

123

124 Ms. St. Lawrence asked if the Maintenance Agreement would be more detailed as to
125 what is being transferred or assigned. Ms. Willson stated Staff is working on adding more
126 detail, including maps, and there would likely be one more party added to the Maintenance
127 Agreement.

128

129 **EIGHTH ORDER OF BUSINESS****Adjournment**

130

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

132

133 **On MOTION by Mr. Zampiceni and seconded by Mr. Jordan, with all in favor,**
134 **the meeting adjourned at 2:09 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT

10C

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>11390 Palm Beach Blvd., First Floor, Fort Myers Florida 33905</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	1:30 P.M.*
January 12, 2022	Regular Meeting	2:00 PM
May 11, 2022	Regular Meeting	2:00 PM
August 10, 2022	Public Hearing & Regular Meeting	2:00 PM

Exception

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