

**VERANDAH WEST**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**January 10, 2024**

**BOARD OF SUPERVISORS**

**REGULAR**

**MEETING AGENDA**

**VERANDAH WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

# 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 3, 2024

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

Board of Supervisors

Verandah West Community Development District

Dear Board Members:

The Board of Supervisors of the Verandah West Community Development District will hold a Regular Meeting on January 10, 2024 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. Acceptance of Resignation of Supervisor Lorie St. Lawrence [Seat 3]; *Term Expires November 2024*
4. Consider Appointment of Qualified Elector to Fill Unexpired Term of Seat 3
  - Administration of Oath of Office to Appointed Supervisor
5. Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2024-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Lee County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
7. Update: License Agreement Regarding C-1 Wetland Repairs with the Club
8. Acceptance of Unaudited Financial Statements as of November 30, 2023
9. Approval of October 11, 2023 Regular Meeting Minutes
10. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*

- Required Ethics Training
- B. District Engineer: *Johnson Engineering, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: May 8, 2024 at 2:00 PM
  - QUORUM CHECK

SEAT 1	JEFFREY JORDAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	SUSIE MCINTYRE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	PAUL ZAMPICENI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	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) 989-2939.

Sincerely,

  
 Cleo Adams  
 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**

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**NOTICE OF TENDER OF RESIGNATION**

To: Board of Supervisors  
Verandah West Community Development District  
Attn: Chesley E Adams, Jr., District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Lorie St Lawrence  
Printed Name

Date: 11/7/23  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Verandah West Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accept it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and  personally presented at a duly noticed meeting of the Board of Supervisors,  scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or  faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



\_\_\_\_\_  
Signature

**VERANDAH WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

**SECTION 1.** The following is/are appointed as Officer(s) of the District effective January 10, 2024:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of January 10, 2024:

Lorie St. Lawrence                      Assistant Secretary



**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Chuck Adams is Secretary

Cleo Adams is Assistant Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 10TH DAY OF JANUARY, 2024.**

ATTEST:

**VERANDAH WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**VERANDAH WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE LEE COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT’S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors (“Board”) of Verandah West Community Development District seeks to implement section 190.006(3), Florida Statutes, and to instruct the Lee County Supervisor of Elections (“Supervisor”) to conduct the District’s General Election (“General Election”).

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Jeffrey Jordan, Seat 3, currently held by Lorie St. Lawrence, and Seat 5, currently held by Gerald Baldwin, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District’s General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District’s Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 10TH DAY OF JANUARY, 2024.**

**DEVELOPMENT**

**VERANDAH WEST COMMUNITY  
DISTRICT**

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**CHAIR/VICE CHAIR, BOARD OF SUPERVISORS**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**

## Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE  
VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Verandah West Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Lee County Supervisor of Elections located at 2480 Thompson Street, 3<sup>rd</sup> Floor, Fort Myers, Florida 33901, (239) 533-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Verandah West Community Development District has three (3) seats up for election, specifically seats 1, 3 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information please contact the Lee County Supervisor of Elections.

**District Manager**  
**Verandah West Community Development District**

**VERANDAH WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

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October 11, 2023

**Via Overnight Mail and E-mail Delivery**

Jake Wentz  
Director of Agronomy  
The Verandah Club  
Hampton Golf  
12355 Palm Beach Boulevard  
Fort Myers, Florida 33905

***Re: Verandah West Community Development District  
Demand for Reimbursement of Fees and Expenses***

Dear Mr. Wentz:

This firm serves as legal counsel to the Verandah West Community Development District (the “**District**”). If you are represented by legal counsel, please direct this correspondence to him or her, and let us know your counsel’s contact information so that any future correspondence can be appropriately addressed.

I am writing to follow up on the District’s prior correspondence to you dated May 10, 2022 and May 3, 2023 regarding violation of the Environmental Resource Permit (“ERP”), issued by the State of Florida, as a result of vegetation being removed from certain wetlands located within the District and adjacent to the golf course.

The District respectfully requests your cooperation with remediation efforts and expects to be reimbursed for all fines, penalties and costs of these remediation requirements.

This letter shall serve as your formal notice that the District hereby demands reimbursement for its expenses incurred to date in the amount of \$19,140.00 by November 10, 2023 or the District will have no choice but to take the appropriate legal action to protect the District’s rights. Moreover, nothing in this letter shall be construed as a waiver of any rights the District may have again you with respect to this matter.

Additionally, the District has received a proposal for the replanting services (the “Services”). At this time, the estimated cost of the Services is \$13,729.00, as detailed on the enclosed proposal. The District understands the Club would like the opportunity to provide its own replanting services. Please ensure all replanting is completed within sixty (60) days. If such



# KUTAKROCK

October 11, 2023

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replanting is not complete within such time, the District will provide the Services and upon completion of the Services and receipt of the contractor's final proposal, the District will request reimbursement from you for the total costs associated with the Services within ten (10) days. Should you elect to provide the services yourself the District will require that you enter into a license agreement with the District providing for access to the property for the services. A copy of that agreement is enclosed.

Should you have any questions, please contact me at (850) 692-7300 or [Alyssa.Willson@KutakRock.com](mailto:Alyssa.Willson@KutakRock.com). The District appreciates your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Alyssa Willson".

Alyssa C. Willson  
Counsel to the Verandah West  
Community Development District

Enclosure

cc: Cleo Adams, District Manager (via e-mail)  
Bill Weller (via e-mail)  
Jeffrey Jordan (via e-mail)  
Paul Martin (via e-mail)



## Price Quote

**PROJECT NAME:** Verandah West Old Orange Hole 9 Planting

**ATTENTION:** Cleo Adams, District Manager  
Verandah West Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135 US  
Cleo.Adams@whhassociates.com

**PRICE QUOTED:**

Description	Total Price
Planting	\$13,729.00

**SCOPE OF WORK:**

**Planting**

**EarthBalance®** will provide the labor and materials necessary for native plant installation at Verandah West Old Orange Hole 9 located at Verandah West in Lee County, Florida. Please refer to the table below for species, size, and quantity information. All plants will be delivered disease free and in good health at the time of installation. All work will be directed by a qualified Project Manager.

Common Name	Scientific Name	Size	Qty	Installed Unit Price	Extended Price
Red Maple	<i>Acer rubrum</i>	10' (15-Gal)	10	\$250.00	\$2,500.00
Dahoon	<i>Illex cassine</i>	10' (15-Gal)	7	\$250.00	\$1,750.00
Pond Apple	<i>Annona glabra</i>	3-Gal	5	\$16.00	\$80.00
Swamp Bay	<i>Persea palustris</i>	3-Gal	5	\$17.00	\$85.00
Arrowhead	<i>Sagittaria lancifolia</i>	1-Gal	102	\$8.00	\$816.00
Pickrelweed	<i>Pontederia cordata</i>	1-Gal	102	\$8.00	\$816.00
Blue Maidencane	<i>Amphicarpum muehlenbergiamum</i>	1-Gal	102	\$8.00	\$816.00
Leatherfern	<i>Acrostichum danaeifolium</i>	1-Gal	102	\$8.00	\$816.00
Canna	<i>Canna flaccida</i>	1-Gal	105	\$8.00	\$840.00
Live Oak	<i>Quercus virginiana</i>	10' (15-Gal)	6	\$300.00	\$1,800.00
Laurel Oak	<i>Quercus laurifolia</i>	10' (15-Gal)	4	\$300.00	\$1,200.00
Cabbage Palm	<i>Sabal palmetto</i>	10' (15-Gal)	2	\$300.00	\$600.00
American Beautyberry	<i>Callicarpa americana</i>	3-Gal	28	\$14.00	\$392.00
Wild Coffee	<i>Psychotria nervosa</i>	3-Gal	28	\$14.00	\$392.00
Cocoplum	<i>Chrysobalanus icaco</i>	3-Gal	28	\$14.00	\$392.00
Saw Palmetto	<i>Serenoa repens</i>	3-Gal	31	\$14.00	\$434.00
<b>TOTAL COST</b>					<b>\$13,729.00</b>

**EarthBalance®** will perform the services described above for a fixed fee of **\$13,729.00.**



**Price Quote (continued)**

**PROJECT NAME: Verandah West Old Orange Hole 9 Planting**

**Material Warranty.** All plants provided and installed under the terms of this agreement are guaranteed to be of good quality and free of disease or defects at the time of installation. A warranty is provided for **90%** survivorship of all plants for **90** days following installation. **EarthBalance®** will perform replanting to meet the **90%** survival rate, at no cost to the client, if survivorship falls below **90%** of the initial plants installed. The plant survivorship warranty does not include the loss or damage of installed plants due to acts of God such as frost, flood, fire, drought, shoreline erosion, or other catastrophic events, nor does it include loss or damage due to theft, vandalism, fish, animal, chemical treatment, or negligence by others including inappropriate engineering or design.

**CONDITIONS:**

This quote shall remain valid for a period not to exceed ten (10) days beyond the submittal date of **September 27, 2023**. If not accepted within this period, **EarthBalance®** reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement and the attached terms and conditions shall be effective upon its full execution.

**QUOTED BY:** James Barron  
Project Manager  
**EarthBalance®**  
2570 Commerce Parkway  
North Port, FL 34289  
jbarron@earthbalance.com

**IN WITNESS WHEREOF,** this Agreement is executed on the dates hereinafter stated.

**EARTHBALANCE®**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title:           Vice President          

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023



**Price Quote (continued)**

**PROJECT NAME: Verandah West Old Orange Hole 9 Planting**

**PLEASE INDICATE IF THE CLIENT IS ALSO THE OWNER OF THE PROPERTY ON WHICH THE SERVICES/WORK WILL BE PERFORMED:**

\_\_\_\_\_ **OWNER**

\_\_\_\_\_ **NOT THE OWNER**

**IF THE CLIENT IS NOT THE PROPERTY OWNER, PLEASE PRINT THE NAME AND CONTACT INFORMATION FOR THE PROPERTY OWNER:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_



PRICE QUOTE TERMS AND CONDITIONS

1. **Services.** EarthBalance® hereby agrees to provide all supervision, labor, materials, equipment, and other facilities to complete the Work as described in the attached Price Quote ("Scope of Work" or "Work"). EarthBalance® agrees to use its best efforts in completing the Work. The Work shall be accomplished in a workmanlike and professional manner using the degree of skill and care ordinarily exercised by a reputable member of EarthBalance's® profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended, unless provided in the Scope of Work.

This agreement is limited to tasks identified in the attached Price Quote and does not include additional or repeat Work resulting from changes to the project or the information upon which this agreement is based. Modification to the final work products performed at the request of the Client that is not the result of the Contractor's errors or omissions shall be billed to the Client as additional services.

2. **Time.** This quote shall remain valid for a period not to exceed ten (10) days beyond the date of submittal. If not accepted within this period, EarthBalance® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement shall be effective upon its full execution.

3. **Duty to Cooperate.** Client agrees to cooperate with EarthBalance® in all respects in connection with EarthBalance's® efforts to discharge the Scope of Work. Client shall make Client's property available to EarthBalance®, shall timely comply with EarthBalance's® requests for information, and shall execute all documents reasonably required by EarthBalance® in discharging the Scope of Work. Client agrees to inform EarthBalance® of any known job site hazards including, but not limited to, hazardous substances, buried debris, ordnance or explosives, sinkholes, wildlife hazards, etc.

4. **Payment.** Client agrees to pay a fee for the Work performed based upon the information contained in attached Price Quote. As soon as may be practicable at the beginning of each month, EarthBalance® shall invoice Client for all work performed in the prior month and any other sums due EarthBalance®. Client shall pay the invoice amount within thirty (30) days after the invoice date. EarthBalance® may cease performing work under the attached Price Quote if any payment due hereunder is not paid within thirty (30) days of the invoice date. EarthBalance® accepts cash, check, credit card, ACH or Wire Transfer as payment. A convenience fee of 5% will be added to all credit card payments.

Client agrees that EarthBalance® may place a lien upon the Property for Work performed under the attached Price Quote and that EarthBalance® may record and enforce the lien for Work performed in accordance with the provisions of Florida's Construction Lien Law. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, if EarthBalance® places this executed Price Quote in the hands of an attorney for the collection of any sums due hereunder, Client agrees to reimburse EarthBalance® for its reasonable attorney's fees and costs relating thereto.

5. **Termination and Default.** This agreement may be terminated by either party giving the other party thirty (30) days written notice of intent to terminate. Upon a notice of termination without cause, Client shall pay EarthBalance® for all labor and materials procured to the date of termination, including a reasonable profit not to exceed 10% of completed work that complies with the Contract Documents. This shall include all cost incurred in preparing to fulfill the contractual obligations and any re-stocking fees along with all other damages associated with termination. In addition, upon default by Client, monetary or otherwise, this agreement may be terminated by EarthBalance® with seven (7) days written notice of intent to terminate if the default remains uncured after such notice period and EarthBalance® shall be entitled to recover all damages both actual and consequential, incurred as a result of said default. EarthBalance's® liability to Client or any related party for any claim related to or arising out of (i) this agreement or (ii) EarthBalance's® Work shall be limited to two times the amount of fees paid by Client hereunder.

6. **Force Majeure Event.** EarthBalance® shall not be liable to Client for damages resulting from delay in or termination of EarthBalance's® Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, epidemics, pandemics, war, terrorism or combined action of the workmen or others, governmental delays, or any acts of God including, but not limited to, severe snowstorms, earthquakes, hurricanes, floods, or any other cause or condition beyond its control making it inadvisable in EarthBalance's® determination to proceed with the Work (collectively, a "Force Majeure Event"). EarthBalance® shall have no obligation to resume Work discontinued under this Section. If EarthBalance® elects not to resume the Work, Client's sole and exclusive remedy shall be payment on a pro-rata basis for the percentage of Work that has actually been completed as of the date of its receipt of EarthBalance's® notice of the Force Majeure Event.

7. **Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by EarthBalance®, if any, shall be deemed null and void if Client fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Client and are non-transferable, unless otherwise agreed to by Client and EarthBalance® in writing. Any express warranty provided, if any, by EarthBalance® is the sole and exclusive remedy for alleged defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement.



8. **Price Escalation.** If there is an increase in the price of labor, materials, or fuel surcharge charged to **EarthBalance®** in excess of **five (5%) percent**, subsequent to making this Agreement, then the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to **EarthBalance®**. **EarthBalance®** shall submit written documentation of the increased charges to Client. As an additional remedy, if the actual cost of any line item increases more than ten (10%) percent subsequent to entering into this Agreement, **EarthBalance®**, at its sole discretion, may terminate the Agreement for convenience.

9. **Delay.** This contract contemplates installation on       N/A      . As living plants, Client acknowledges that ongoing watering, feeding, maintenance and storage costs will continue beyond the specified installation date at a per diem rate of       N/A      . Accordingly, despite any Contract Document provision to the contrary, **EarthBalance®** will be compensated for any delays beyond the Installation Date via change order at the per diem rate.

10. **Site Conditions.** Should **EarthBalance®** discover concealed or unknown conditions in the existing soil suitability that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from **EarthBalance®** to Client.

11. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Sarasota County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

12. **Arbitration.** If a dispute shall arise between **EarthBalance®** and Client with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

13. **Jury Trial Waiver.** In the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

14. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall **EarthBalance®** be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. **EarthBalance®** and Client agree to allocate certain risks so that, to the fullest extent permitted by law, **EarthBalance's®** total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

15. **Claims.** It is Client's duty to notify **EarthBalance®** in writing within **three (3) days** of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by **EarthBalance®** under this Agreement ("Occurrence"). Failure of Client to provide written notice of the Occurrence shall result in Client waiving all claims that may be brought against **EarthBalance®** arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

16. **Shortages.** In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the Agreement is executed, provided that such availability is a result of factors beyond **EarthBalance's®** control, then in the event of temporary unavailability, the Agreement time shall be extended to reflect the duration of time that **EarthBalance®** is delayed by the unavailability, and in the case of permanent unavailability, **EarthBalance®** shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by **EarthBalance®** under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Customer to the **EarthBalance®**. Due to material shortages, Client may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, **EarthBalance®** shall notify Client, and Client agrees to provide **EarthBalance®** with an extension of time for any delay attributable to the temporary inability to obtain materials.

17. **Miscellaneous.** The invalidity of any provision of the agreement shall not impair the validity of any other provision. If any provision of this agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of the agreement shall be enforced. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties and may only be amended, modified or terminated by the written mutual consent of all the parties hereto and duly executed by the authorized representatives of the parties hereto. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference.

**LICENSE AGREEMENT BY AND BETWEEN THE  
VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT AND  
VERANDAH DEVELOPMENT, LLC, REGARDING WETLAND REPAIRS**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**Verandah West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida (the “District”), and

**Verandah Development, LLC**, a Florida limited liability company, with an address of 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 (the “Licensee”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District owns, operates, and maintains certain wetlands within the boundaries of the District, more particularly described as Tract C-1 as identified on the plat of *Verandah Unit 1*, recorded at Plat Book 74, Page 31, of the Official Records of Lee County (the “District Property”); and

**WHEREAS**, the Licensee desires to provide remediation and planting/installation services, at its sole cost and expense, on the District Property (the “Services”); and

**WHEREAS**, the Licensee has requested that the District grant the Licensee’s access to District Property to allow for the Services and the District is agreeable to granting such access pursuant to the terms and conditions set forth herein; and

**WHEREAS**, the District and the Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this License Agreement.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Licensee agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

**2. GRANT OF LICENSE.** The District hereby grants to Licensee a non-exclusive license (“License”) granting the Licensee and its contractors access to the District Property for the purposes of conducting the Services, at Licensee’s sole cost and expense, all pursuant to the

terms set forth in this License Agreement. The Services shall be completed by the Licensee and its contractors before December 11, 2023.

**3. EFFECTIVE DATE; TERM.** This License Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated earlier in accordance with the terms of this License Agreement, or until 11:59 P.M. on December 11, 2023.

**4. REVOCATION, SUSPENSION AND TERMINATION.** The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which notice shall be effective immediately upon receipt by Licensee. Both the District and Licensee may terminate this License Agreement upon thirty (30) days' written notice. The provisions of Sections 7 and 8, below, shall survive any revocation, suspension or termination of this License Agreement.

**5. COMPLIANCE WITH GOVERNMENTAL REGULATION.** Licensee shall comply at all times with relevant statutes and regulations governing the Services and shall, upon request of the District, provide proof of such compliance.

**6. CARE OF PROPERTY.** Licensee agrees to ensure that the Licensee and its contractors use all due care to protect the property of the District, its landowners, and residents from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's or its contractors' activities under this License Agreement. Licensee shall repair any damage resulting from Licensee's or its contractors' operations under this License Agreement within a reasonable time and shall use its best efforts to make such repairs within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Section 8 shall survive termination of this License Agreement.

**7. INDEMNIFICATION.**

**A.** 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 and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** Licensee agrees to defend, indemnify, and hold the District, and its supervisors, staff, and assigns harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Licensee, and its agents, contractor, assigns or employees.



C. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Section 9 shall survive the termination or expiration of this License Agreement.

**8. INSURANCE.** Licensee shall ensure that Licensee, at its own expense, maintains insurance during the term of this License with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability	
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit \$1,000,000

Licensee shall provide to District, prior to the commencement of any performance under this contract, an insurance certificate of Licensee naming the District as an additional insured. At no time shall Licensee be without insurance in the above amounts. No policy may be canceled during the term of this License Agreement without at least thirty (30) days' written notice to the District.

**9. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this License Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**10. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

**11. DEFAULT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**12. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

**13. AMENDMENT.** Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**14. ASSIGNMENT.** Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**15. INDEPENDENT CONTRACTOR.** In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

**16. NOTICES.** All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, 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  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to the Licensee: Verandah Development, LLC  
105 NE 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: \_\_\_\_\_

Except as otherwise provided in this License 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 License 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 Licensee may deliver Notice on behalf of the District and the Licensee. 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.

**17. INTERFERENCE BY THIRD PARTY.** The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

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

**IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-571-0010, CRISMONDC@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**19. CONTROLLING LAW AND VENUE.** This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Lee County, Florida.

**20. ARM'S LENGTH NEGOTIATION.** This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice

of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

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

**22. AUTHORIZATION.** The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

**24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

**25. COUNTERPARTS.** This License Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

Attest:

**VERANDAH WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

Witness

**VERANDAH DEVELOPMENT, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**VERANDAH WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**VERANDAH WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
NOVEMBER 30, 2023**

**VERANDAH WEST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
NOVEMBER 30, 2023**

	Major Funds		Total Governmental Funds
	General	Debt Service Series 2013	
<b>ASSETS</b>			
Cash (SunTrust)	\$936,488	\$ -	\$ 936,488
Investments			
Revenue account	-	348,343	348,343
Reserve account	-	448,350	448,350
Due from general fund	-	694,416	694,416
Due from other	19,140	-	19,140
Deposits	57	-	57
Total assets	<u>\$ 955,685</u>	<u>\$ 1,491,109</u>	<u>\$ 2,446,794</u>
<b>LIABILITIES</b>			
<b>Liabilities:</b>			
Accounts payable	\$ 24,097	\$ -	\$ 24,097
Due to debt service fund	694,416	-	694,416
Due to Developer	-	263,845	263,845
Due to other governments	4,980	-	4,980
Total liabilities	<u>723,493</u>	<u>263,845</u>	<u>987,338</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unearned revenue	15,936	-	15,936
Deferred receipts	19,140	-	19,140
Total deferred inflows of resources	<u>35,076</u>	<u>-</u>	<u>35,076</u>
<b>Fund balances:</b>			
Restricted for:			
Debt service	-	1,227,264	1,227,264
Unassigned	197,116	-	197,116
Total fund balances	<u>197,116</u>	<u>1,227,264</u>	<u>1,424,380</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$955,685</u>	<u>\$1,491,109</u>	<u>\$ 2,446,794</u>



**VERANDAH WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUE</b>				
Special assessment: on-roll	\$ 149,482	\$ 151,681	\$ 195,561	78%
Special assessment: off-roll	3,187	3,187	19,123	17%
Interest & miscellaneous	1	2	337	1%
Total revenue	<u>152,670</u>	<u>154,870</u>	<u>215,021</u>	72%
<b>EXPENDITURE</b>				
<b>Professional &amp; administrative</b>				
Supervisor fees	-	1,008	3,930	26%
Management and accounting	5,846	11,692	70,155	17%
Audit	-	-	8,365	0%
Legal	-	-	5,614	0%
Field management	990	1,980	11,881	17%
Engineering	1,120	1,120	5,614	20%
Trustee	3,010	3,010	5,614	54%
Dissemination agent	387	775	4,649	17%
Arbitrage	-	-	1,684	0%
Assessment roll preparation	1,123	2,246	13,474	17%
Telephone	36	72	435	17%
Postage	68	124	281	44%
Insurance	-	8,429	8,534	99%
Printing & binding	75	151	906	17%
Legal advertising	-	-	842	0%
Office expenses and supplies	-	-	140	0%
Website	-	395	792	50%
Contingencies	49	92	842	11%
ADA website compliance	-	-	225	0%
Annual district filing fee	-	196	196	100%
Total professional & admin	<u>12,704</u>	<u>31,290</u>	<u>144,173</u>	22%
<b>Water management</b>				
Contractual services	5,790	5,790	69,055	8%
Aquascaping	-	-	2,807	0%
Utilities	-	50	730	7%
Contingencies	-	-	2,807	0%
Total water management	<u>5,790</u>	<u>5,840</u>	<u>75,399</u>	8%

**VERANDAH WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD NOVEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Other fees and charges</b>				
Property appraiser	-	-	936	0%
Tax collector	-	1,617	1,723	94%
Total other fees & charges	-	1,617	2,659	61%
Total expenditures	<u>18,494</u>	<u>38,747</u>	<u>222,231</u>	17%
 Excess/(deficiency) of revenues over/(under) expenditures	 134,176	 116,123	 (7,210)	
 Fund balances - beginning	 <u>62,940</u>	 <u>80,993</u>	 <u>73,857</u>	
Fund balances - ending	<u>\$ 197,116</u>	<u>\$ 197,116</u>	<u>\$ 66,647</u>	

**VERANDAH WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 202 - SERIES 2013  
FOR THE PERIOD NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on-roll	\$ 691,723	\$ 694,416	\$ 906,231	77%
Special assessment: off-roll	-	-	332,699	0%
Interest income	3,018	5,873	-	N/A
Total revenues	<u>694,741</u>	<u>700,289</u>	<u>1,238,930</u>	57%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	755,000	0%
Prepayment	5,000	5,000	-	N/A
Interest	239,000	239,000	478,000	50%
Total debt service	<u>244,000</u>	<u>244,000</u>	<u>1,233,000</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	450,741	456,289	5,930	
Fund balances - beginning	776,523	770,975	682,094	
Fund balances - ending	<u>\$ 1,227,264</u>	<u>\$ 1,227,264</u>	<u>\$ 688,024</u>	

**VERANDAH WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**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 11, 2023 at 2:00 p.m., at 11390 Palm Beach Blvd., First Floor, Fort Myers, Florida 33905.

**Present were:**

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

**Also present:**

Chuck Adams (via telephone)	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Brent Burford (via telephone)	District Engineer
Raquel McIntosh (via telephone)	Grau & Associates
Susan Shields	Resident/VCA Board Member

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 2:00 p.m.

Supervisors Jordan, Zampiceni and St. Lawrence were present. Supervisor Baldwin attended via telephone. Supervisor McIntyre was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments (3 minutes per person)**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Discussion: MRI Inspection, LLC Estimate #4277 for Cleaning A-2 Line**

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- **Map**
- **Report**

Mrs. Adams presented MRI Inspection, LLC Estimate #4277 to clean line A-2 in the amount of \$8,800. Referencing the enclosed map, she pinpointed the clogged area and stated that the Verandah East CDD Board decided to schedule the work for right before the rainy season, as the pipe is 75% blocked, and to build up the fund balance. Regarding the shared cost, Mrs. Adams stated the split is Verandah East CDD is 44.13 % and Verandah West CDD is 55.87%.

**On MOTION by Mr. Jordan and seconded by Mr. Zampiceni, with all in favor, the MRI Inspection, LLC Estimate #4277 to clean the A-2 Line, in a not to exceed amount of \$8,800, was approved.**

**FOURTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of Johnson Engineering, Inc. Revised Lake Maintenance Plan**

Mrs. Adams recalled that, at the last meeting, the Board approved the Johnson Engineering, Inc. Revised Lake Maintenance Plan and there were additional revisions.

Mr. Burford stated the previous document did not include the actual plan, which is outlined on Page 2 of the Lake Maintenance Plan. Asked to confirm that the Maintenance Plan is codifying what the CDD is already doing and not an additional responsibility, Mr. Burford stated that is correct.

**On MOTION by Mr. Jordan and seconded by Ms. St. Lawrence, with all in favor, the Johnson Engineering, Inc., Revised Lake Maintenance Plan, was approved.**

**FIFTH ORDER OF BUSINESS**

**Continued Discussion/Update: Notice of Violation – The Verandah Club Reimbursement Request Conservation C-1**

73 Mrs. Adams stated District Counsel included a request for approval for a demand letter  
74 to be sent to the Veranda Club for an outstanding payment of \$19,140; the CDD has given them  
75 a significant amount of time to respond.

76 Ms. Willson recommends sending The Club a demand letter requesting full payment of  
77 the \$19,140, within 30 days, and preserving the CDD’s right to take appropriate legal action, if  
78 necessary.

79 Regarding replanting services, Ms. Willson stated that The Club asked for the  
80 opportunity to replant the area themselves. The letter provides that, since the cost of the  
81 service is \$13,729, the CDD will give The Club the opportunity to complete the replanting to the  
82 CDD’s satisfaction within 60 days but, if it is not to the CDD’s satisfaction, the CDD can  
83 undertake the services and bill The Club the \$13,729. If the Club decides to pursue its own  
84 replanting, Staff recommends that requiring The Club to enter into a license agreement with  
85 the CDD that will govern how The Club conducts the repairs and to ensure that the CDD is listed  
86 as an additional insured.

87 • **Consideration of License Agreement Regarding Wetland Repairs with the Club**

88

89 **On MOTION by Mr. Zampiceni and seconded by Mr. Jordan, with all in favor,**  
90 **authorizing Staff to transmit the Demand Letter to the Verandah Club**  
91 **requesting full payment of \$19,140 and authorizing the Chair to execute, was**  
92 **approved.**

93

94 **On MOTION by Mr. Jordan and seconded by Mr. Zampiceni, with all in favor,**  
95 **the License Agreement with The Club for Wetland Repairs and authorizing the**  
96 **Chair to execute, was approved.**

97

98

99 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of August 31, 2023**

100

101

102 Mrs. Adams presented the Unaudited Financial Statements as of August 31, 2023.

103 Discussion ensued regarding the “Postage” line item and the shared cost of this item  
104 with the Verandah East CDD.

105 The Board consensus was to continue receiving agenda packets via FedEx.

106 The financials were accepted.

107

108 **SEVENTH ORDER OF BUSINESS**

**Approval of August 9, 2023 Public Hearing  
and Regular Meeting Minutes**

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111 Mrs. Adams presented the August 9, 2023 Public Hearing and Regular Meeting Minutes.

112

113 **On MOTION by Mr. Jordan and seconded by Mr. Zampiceni, with all in favor,**  
114 **the August 9, 2023 Public Hearing and Regular Meeting Minutes, as presented,**  
115 **were approved.**

116

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118 **EIGHTH ORDER OF BUSINESS**

**Staff Reports**

119

120 **A. District Counsel: Kutak Rock LLP**

121 Ms. Willson stated work on the Memorandum on the requirements that were imposed  
122 on Special Districts in the last Legislative session is underway. The Commission on Ethics is  
123 updating its website, which will contain ethics training materials available at no charge. The  
124 Memorandum should be ready by the January meeting.

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

126 There was no report.

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

- 128 • **NEXT MEETING DATE: January 10, 2024 at 2:00 PM**

- 129 ○ **QUORUM CHECK**

130 Supervisors Jordan, St. Lawrence, Zampiceni and Baldwin confirmed their in-person  
131 attendance at the January 10, 2024 meeting.

132

133 **NINTH ORDER OF BUSINESS**

**Supervisors' Requests**

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135 There were no Supervisors' requests.

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137 **TENTH ORDER OF BUSINESS**

**Adjournment**

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**On MOTION by Mr. Jordan and seconded by Mr. Zampiceni, with all in favor,  
the meeting adjourned at 2:20 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**VERANDAH WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**A**

**MEMORANDUM**

**To:** Board of Supervisors, Verandah West Community Development District

**From:** Alyssa Willson

**Date:** January 4, 2024

**Subject:** Ethics Training Requirements

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Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

**Free Training Options**

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).<sup>1</sup> Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

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<sup>1</sup> <https://ethics.state.fl.us/Training/Training.aspx>

## **Free Ethics Law Training**

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

### **State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)**

Click here: [Kinetic Ethics](#)

### **Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction**

Click here: [Business and Employment Conflicts](#)

### **Gifts (50 minutes)**

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

### **Voting Conflicts - Local Officers (58 minutes)<sup>1</sup>**

Click here: [Voting Vertigo](#)

## **Free Sunshine/Public Records Law Training**

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

## **Other Training Options**

### **4- Hour Course**

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

### **CLE Course**

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

**VERANDAH WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**C**

**VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 11, 2023</b>	<b>Regular Meeting</b>	<b>2:00 PM</b>
<b>January 10, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM</b>
<b>May 8, 2024</b>	<b>Regular Meeting</b>	<b>2:00 PM</b>
<b>August 14, 2024</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>2:00 PM</b>