

**VERANDAH EAST
COMMUNITY DEVELOPMENT
DISTRICT**

May 12, 2021

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

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

May 5, 2021

Board of Supervisors
Verandah East Community Development District

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

The Board of Supervisors of the Verandah East Community Development District will hold a Regular Meeting on May 12, 2021 at 1:00 p.m., at the Verandah Sales Office, 11571 Verandah Boulevard, Fort Myers, Florida 33905. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments [3 minutes per person]
3. Consider Appointment of Christine Jaross to Vacant Seat 4, Term Expires November 2024 *(the following to be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
4. Consider Resignation of Supervisor Mark Santasiero, Seat 2
5. Consideration of Resolution 2021-03, Declaring a Vacancy in Seat 2 of the Board of Supervisors Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing an Effective Date
6. Consider Appointment of Qualified Elector to Vacant Seat 2 *(term expires November 2024)*
 - Administration of Oath of Office to Newly Appointed Supervisor

7. Consideration of Resolution 2021-04, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Verandah East Community Development District, and Providing for an Effective Date
8. Consideration of Resolution 2021-05, Approving Proposed Budgets for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
9. Consideration of Resolution 2021-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
10. Consideration of SOLitude Lake Management Second Year Option - Agreement for Lake & Wetland Maintenance
11. Discussion: Lake A-1 Transfer to O & M
12. Discussion: Facilities Maintenance Assignment Agreement with Master HOA
13. Acceptance of Unaudited Financial Statements as of March 31, 2021
14. Approval of January 13, 2021 Regular Meeting Minutes
15. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. 779 Registered Voters in District as of April 15, 2021
 - II. NEXT MEETING DATE: August 11, 2021 at 1:00 P.M.

• QUORUM CHECK

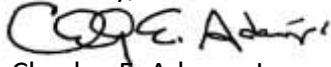
Richard Denis Shields, Jr.	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jacqueline Voiles	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	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

16. Supervisors' Requests

17. Adjournment

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

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094

CONFERENCE ID: 8593810

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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January 2021

Hello, my name is Christine Jaross,

I was employed by Ford Motor Co. in Dearborn MI. for 21 years as a liaison between the engineers and the manufacturing plants. I met with engineers for them to explain to me how their parts were to be used and I translated this into a code system the plants recognized.

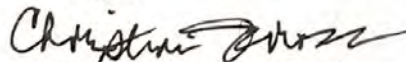
My husband, Jim, and I bought a house in Autumn Woods in Naples FL in 2008. While residents of Autumn Woods, I created a Neighborhood Watch chapter for our community in answer to the growing concerns of the residents. I met with local law enforcement and involved them in our efforts. I helped to raise awareness, organize, and conduct meetings that addressed these concerns. I addressed the Master Board on issues that required their attention. I was part of a committee to upgrade the security systems, interviewing surveillance companies and learning their equipment in the process.

In 2012 I was approached to run for the Master Board. I campaigned and won. While on the board I became part of the Lakes Committee which became the Lakes Restoration Committee. Autumn Woods has 20 lakes that at that time were in need of an improved stormwater management system, an improved approach to lake bank erosion, and better lake water quality. There were multiple violations. We walked the 20 lakes identifying and cataloguing anything that required attention from the littorals to county infractions. We worked with FGCU, U of F, SWFL water management, Collier County, and others to bring this project together.

In Oct. of 2014 Jim and I moved to Verandah. We love to kayak and cycle and we fell in love with Verandahs trails, preserves, and of the course the Orange River. Bocce is another one of our passions and we were a small part of the effort to bring bocce to Verandah. We helped to demonstrate and teach bocce at the introductory rollout, Beer, Bratz, and Bocce. Jim and I, along with other residents, worked with Julie Garcia to hammer out rules and procedures. I, along with one of my neighbors, created a Euchre club on Fairway Cove and I was part of a committee on Fairway Cove to put together and help deliver baskets of goodies to the residents of Oakbrook Health and Rehabilitation Center in Labelle, FL. Another year, I commissioned the Verandah Sew and Sews to make 100 brightly colored pillows for the residents of Oakbrook. Jim, a friend, and I sat and visited with them as we distributed the pillows. They used them in their wheelchairs and beds.

Please consider me for a seat on the Verandah East Community Development District.

Thank you,



12701 Fairway Cove Court
Fort Myers, FL 33905
239.216.7069
fastdawgmojo@gmail.com

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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-----Original Message-----

From: msantasiero@verandahcdds.net <msantasiero@verandahcdds.net>

Sent: Monday, March 1, 2021 12:20 PM

To: Cleo Adams <crismond@whhassociates.com>

Cc: Santasiero <msantasiero@verandahcdds.net>

Subject: Resignation of Board Member

Good afternoon, I am hereby submitting my resignation of my Verandah East CDD position, effective immediately.

As of today, 1 Mar 2021, I am no longer an owner in the Verandah community.

If you have any questions, please contact me at your very earliest convenience.

Sincerely,

Mark Santasiero

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 2 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, it has come to the attention of the District and the Board of Supervisors that Mr. Mark Santasiero no longer resides in the District; and

WHEREAS, by virtue of Mr. Santasiero’s relocation, the Board shall declare Seat 2 vacant; and

WHEREAS, a Qualified Elector is to be appointed to the vacant seat; and

WHEREAS, the Board finds that it is in the best interest of the District to adopt this Resolution declaring the seat available for appointment as vacant.

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

SECTION 1. Seat 2 is hereby declared vacant effective as of May 12, 2021.

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

PASSED AND ADOPTED this 12th day of May, 2021.

ATTEST:

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-04

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Chesley (Chuck) E. Adams, Jr. is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Craig Wrathell is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this 12th day of May, 2021.

ATTEST:

**VERANDAH EAST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Verandah East Community Development District (“**District**”) prior to June 15, 2021, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: August 11, 2021

HOUR: 1:00 p.m.

LOCATION: Verandah Sales Office
11571 Verandah Blvd.
Ft. Myers, Florida 33905

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lee County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12th DAY OF MAY, 2021.

ATTEST:

**VERANDAH EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2021/2022 Proposed Budget

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-06

A RESOLUTION OF THE VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Lee County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of May, 2021.

Attest:

**VERANDAH EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>Verandah Sales Office, 11571 Verandah Blvd., Fort Myers, Florida 33905</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	1:00 P.M.
January 12, 2022	Regular Meeting	1:00 P.M.
May 11, 2022	Regular Meeting	1:00 P.M.
August 10, 2022	Public Hearing & Regular Meeting	1:00 P.M.

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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**CONTRACT
VERANDAH EAST & WEST CDD'S
LAKE & WETLAND MAINTENANCE**

THIS AGREEMENT, made and entered into this 1st day of June, 2020 by and between SOLITUDE LAKE MANAGEMENT (hereinafter referred to as Contractor with an address of 5861 ENTERPRISE PKWY, FT. MYERS, FL 33905 and the Verandah East & West Community Development District's, a community development district established pursuant to Chapter 190, Florida Statutes, with an address c/o Wrathell Hunt and Associates, LLC, 9220 Bonita Beach Road, suite 214, Bonita Springs, FL 34135 (hereinafter the "District")

WHEREAS, the District's solicited proposals from various vendors for work necessary for the on-going lake and wetland maintenance within the District, as outlined on the attached Exhibit "A" (Map) and,

WHEREAS, Contractor has represented to the District's that Contractor possesses all of the necessary licenses, skill, knowledge, expertise, equipment and personnel necessary to competently perform and maintain the lake and wetland's and,

WHEREAS, Contractor has represented to the District's that Contractor has physically inspected the existing conditions of the lake's and wetland's system and is aware of and is knowledgeable to the current conditions of the lakes and wetlands and based its proposal thereon.

NOW THEREFORE, for and in consideration of the premises, the terms, conditions and representations contained herein, and for other good and valuable consideration Contractor and the District's agree as follows:

1. The above and foregoing are true and correct.
2. Contractor will maintain the Lakes and Wetlands (as denoted above and on the attached Exhibit A (Map); Exhibit B (Detailed Specifications).
3. District agrees to pay Contractor; per month in compliance with this Agreement to the satisfaction of the District, up to a maximum total cost of \$ 115,164.00 per year for the entire project. The District shall pay within 30 days of completion of the prior month in accordance with the specifications of the contract.
4. Contractor will provide all material, equipment, supplies, and labor necessary to maintain the lakes and wetlands within the District's.
5. Within three (3) days of the date of execution of this Agreement, and prior to the issuance of a Notice To Proceed, Contractor shall furnish District with Certificates of Workers Compensation, General Liability and vehicle policy limits, as follows:

A. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Managers; Products and Completed Operations and Contractual Liability.

B. Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. There shall be a thirty (30) day written notification to the District in the event of cancellation or modification of any insurance coverage. The District shall be listed as the Certificate Holder and included as an Additional Insured on the Comprehensive General Liability Policy, and Contractor shall have the insurance carriers deliver copies of such Certificate(s) to the District.

6. This Contract and work may not be assigned by Contractor without the express prior written approval of the District, which approval may be withheld in the sole discretion of the District.
7. The District shall have the right to unilaterally cancel the Contract for refusal by Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract.

Contractor agrees to comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the District's in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the District's would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the District's all public records in possession of Contractor upon termination of the contract and 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 the information technology systems of the District.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010 OR AT GILLARDD@WHHASSOCIATES.COM OR BY MAIL AT 2300 GLADES ROAD SUITE 410W, BOCA RATON, FL 33431.

8. Contractor shall be responsible to apply for, obtain and pay for all permits or development orders necessary to begin and perform the work. Contractor shall perform all work in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.
9. The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the District.
10. Unless a contract between Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by Contractor to subcontractors.
11. Contractor shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S..
12. Contractor warrants and certifies to the District that neither Contractor nor any affiliate of Contractor have been convicted of a public entity crime as such is defined in Section 287.133, F.S.
13. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor of solicit or secure this agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this agreement.
14. Contractor shall defend, indemnify and hold the District, and District's officers, directors and employees, harmless from and against any third party claims, damages or losses, including reasonable attorney's fees and costs (whether based on negligence, contract or any other legal theory), to the extent such claims, damages or losses are attributable to the negligence of Contractor or Contractor's failure to perform in accordance with the terms and conditions set forth herein. The District shall defend, indemnify and hold Contractor, and Contractor's officers, directors and employees, harmless from and against any third party claims, damages or losses, including reasonable attorney's fees and costs (whether based on negligence, contract or any other legal theory), to the extent such claims,

damages or losses are attributable to the negligence of Company or Company's failure to perform in accordance with the terms and conditions set forth herein.

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, CONTRACTOR'S LIABILITY TO COMPANY SHALL NOT EXCEED 1 MILLION. THIS CAPPED LIABILITY PROVISION SHALL APPLY TO 1) DIRECT CLAIMS BY THE DISTRICT AGAINST CONTRACTOR 2) CONTRACTOR'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD THE DISTRICT HARMLESS FOR THIRD PARTY CLAIMS; OR 3) THE DISTRICT'S ACCESS TO CONTRACTOR'S INSURANCE COVERAGE AS AN ADDITIONAL INSURED.

15. TERMS OF CONTRACT

The contract shall be for a period of twelve (12) months with an option to renew for an additional twelve (12) months by the District, commencing June 1, 2020. The contract shall terminate on May 31, 2021. The District reserves the right to cancel this contract as outlined in these specifications if work is not performed in a satisfactory manner as determined in the sole and absolute discretion of the District. Notice shall be in writing and delivered by certified mail to the contractor.

The aggregate amount of proposal(s) within the contract is in the sum of \$ 115,164.00 for the first twelve (12) month period.

The aggregate amount of proposal(s) within the contract is in the sum of \$ 115,164.00 for the second twelve (12) month period.

The Verandah East & West Community Development District's reserves the right to terminate the contract in accordance with the following provisions:

TERMINATION- The performance of the work under this contract may be terminated by the District's in the District's sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the District's shall determine that such termination is necessary. Any such termination shall be effected by delivery to the contractor of a notice of termination specifying the extent to which performance of the work under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination without cause the date of termination shall be at least thirty (30) days from date of delivery of written notice either hand delivered or sent certified mail return receipt requested.

After receipt of a notice of termination, and except as otherwise directed the contractor shall:

- a. Stop work under this contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontract for materials, services, facilities except as may be necessary for completion of such portion of the work under this contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the approval or ratification of the District to the extent he may require, which approval or ratification shall be final for all purposes of this clause.
- e. Transfer title and deliver to the District's, in the manner, at the times, and to the extent, if any, directed by the District's, the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the notice of termination.
- f. Complete performance of such part of the work which shall not have been terminated by the notice of termination.
- g. Take such action as may be necessary or as the District's may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which the District's has or may acquire an interest.
- h. Deliver to the District's waivers and releases of liens and / or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

After receipt of a notice of termination, the contractor shall submit to the District's his termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District's. No claim will be allowed for any expense incurred by contractor after the effective date of the notice of termination. Upon failure of the contractor to submit his termination claim within the time allowed, the contractor shall be deemed to waive any right to any further compensation.

The contractor and the District's may agree upon the whole or any part of the amount or amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this clause, PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total contract price as amended accordingly and the contractor shall be paid the agreed amount.

The total sum to be paid to the contractor shall not exceed the total contract price as reduced by the amount of payments otherwise made and as for further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the District's shall have otherwise expressly assumed the risk of loss, these shall be excluded from the amounts payable to the contractor the fair value, as determined by the District's, or property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District.

In arriving at the amount due the contractor under this clause these amounts that shall be deducted (1) all non-liquidated advance or other payments on account therefore made to the contractor, applicable to the terminated portion of this contract, (2) any claim which the District's may have against the contractor in connection with this contract, and (3) the agreed price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the District's.

Should the Contractor desire to give notice to the District's, it must be given by a (60) Day written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR Contractor

Name: SOUTSIDE LAKE MGMT. LLC
Address: 5861 ENTERPRISE PKWY, FT MYERS, FL 33905
Telephone: 888-480-5253
SS#/Tax ID: 54-1940110

FOR DISTRICT:

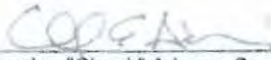
Verandah East & Verandah West CDD's
9220 Bonita Beach Road, #214
Bonita Springs, FL 34135
(239) 498-9020
(239) 989-2939 (M)


15. Venue and jurisdiction for any litigation arising out of this agreement shall be in the state court of appropriate jurisdiction in Lee County, Florida.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS

By: 
Chesley "Chuck" Adams; Secretary

By: 
David Moore; Chairman

Attest:

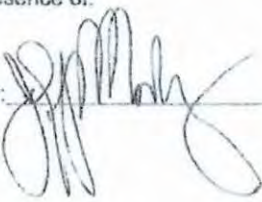
VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS

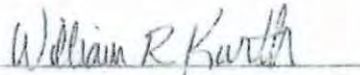
By: 
Chesley "Chuck Adams"; Secretary

By: 
Jeffrey Jordan; Chairman

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: 

By: 

Its: Bill Kurth, DIRECTOR S. FLORIDA

Verandah East & West CDD
Maintenance of Water Management Areas
Aquatic Management
Bid Schedule Sheet 1 of 6

1-Jun-20

1-Jun-21

1-Jun-20		1 st Year	1-Jun-21		2 nd Year
Description	I.D. #	Price	Description	I.D. #	Price
Lake	L-A2	\$ 840.00	Lake	L-A2	\$ 840.00
Lake	L-A3A	\$ 631.00	Lake	L-A3A	\$ 631.00
Lake	L-A3B	\$ 685.00	Lake	L-A3B	\$ 685.00
Lake	L-A4	\$ 683.00	Lake	L-A4	\$ 683.00
Lake	L-A5	\$ 747.00	Lake	L-A5	\$ 747.00
Lake	L-A6	\$ 793.00	Lake	L-A6	\$ 793.00
Lake	L-A7	\$ 709.00	Lake	L-A7	\$ 709.00
Lake	L-A8	\$ 871.00	Lake	L-A8	\$ 871.00
Lake	L-B	\$ 768.00	Lake	L-B	\$ 768.00
Lake	L-B1	\$ 988.00	Lake	L-B1	\$ 988.00
Lake	L-E1	\$ 753.00	Lake	L-E1	\$ 753.00
Lake	L-E1A	\$ 237.00	Lake	L-E1A	\$ 237.00
Lake	L-E2	\$ 995.00	Lake	L-E2	\$ 995.00
Lake	L-F	\$ 540.00	Lake	L-F	\$ 540.00
Lake	L-F1	\$ 641.00	Lake	L-F1	\$ 641.00
Lake	L-F1A	\$ 527.00	Lake	L-F1A	\$ 527.00
Lake	L-G1	\$ 1,191.00	Lake	L-G1	\$ 1,191.00
Lake	L-G1A	\$ 546.00	Lake	L-G1A	\$ 546.00
Lake	L-H1	\$ 901.00	Lake	L-H1	\$ 901.00
Lake	L-H2	\$ 755.00	Lake	L-H2	\$ 755.00
Lake	L-H3	\$ 1,540.00	Lake	L-H3	\$ 1,540.00
Lake	L-H4	\$ 805.00	Lake	L-H4	\$ 805.00
Lake	L-H5	\$ 472.00	Lake	L-H5	\$ 472.00
Lake	L-H5A	\$ 650.00	Lake	L-H5A	\$ 650.00
Lake	L-H6	\$ 1,116.00	Lake	L-H6	\$ 1,116.00
Lake	L-H7	\$ 464.00	Lake	L-H7	\$ 464.00
Lake	L-H8A	\$ 608.00	Lake	L-H8A	\$ 608.00
Lake	L-H8B	\$ 918.00	Lake	L-H8B	\$ 918.00
Lake	L-H9	\$ 496.00	Lake	L-H9	\$ 496.00
Lake	L-H10	\$ 721.00	Lake	L-H10	\$ 721.00
Lake	L-H11	\$ 402.00	Lake	L-H11	\$ 402.00
Lake	L-H12	\$ 505.00	Lake	L-H12	\$ 505.00
Lake	L-H13	\$ 668.00	Lake	L-H13	\$ 668.00
Lake	L-H14	\$ 1,252.00	Lake	L-H14	\$ 1,252.00
Lake	L-K1	\$ 1,224.00	Lake	L-K1	\$ 1,224.00
Lake	L-K2	\$ 761.00	Lake	L-K2	\$ 761.00
Lake	L-L	\$ 2,071.00	Lake	L-L	\$ 2,071.00
Lake	L-N	\$ 744.00	Lake	L-N	\$ 744.00
Lake	L-O	\$ 1,169.00	Lake	L-O	\$ 1,169.00
Lake	L-P1	\$ 1,305.00	Lake	L-P1	\$ 1,305.00

Verandah East & West CDD
Maintenance of Water Management Areas
Aquatic Management
Bid Schedule Sheet 2 of 6

1-Jun-20		1 st Year	1-Jun-21		2 nd Year
Description	ID#	Price	Description	ID#	Price
Lake	L-P2	\$ 880.00	Lake	L-P2	\$ 880.00
Lake	L-P3	\$ 1,146.00	Lake	L-P3	\$ 1,146.00
Lake	L-P4	\$ 1,787.00	Lake	L-P4	\$ 1,787.00
Lake	L-5	\$ 626.00	Lake	L-5	\$ 626.00
Lake	L-Q1A	\$ 1,075.00	Lake	L-Q1A	\$ 1,075.00
Lake	L-Q1B	\$ 1,092.00	Lake	L-Q1B	\$ 1,092.00
Lake	L-Q2A	\$ 240.00	Lake	L-Q2A	\$ 240.00
Lake	L-Q2B	\$ 222.00	Lake	L-Q2B	\$ 222.00
Lake	L-R2	\$ 1,060.00	Lake	L-R2	\$ 1,060.00
Lake	L-R1A	\$ 1,931.00	Lake	L-R1A	\$ 1,931.00
Lake	L-R1B	\$ 616.00	Lake	L-R1B	\$ 616.00
Lake	R2A	\$ 296.00	Lake	R2A	\$ 296.00
Lake	L-S1	\$ 802.00	Lake	L-S1	\$ 802.00
Lake	L-S2	\$ 882.00	Lake	L-S2	\$ 882.00
Lake	L-S3	\$ 795.00	Lake	L-S3	\$ 795.00
Lake	L-S4	\$ 452.00	Lake	L-S4	\$ 452.00
Lake	L-S5	\$ 560.00	Lake	L-S5	\$ 560.00
Lake	L-T1	\$ 930.00	Lake	L-T1	\$ 930.00
Lake	L-T2	\$ 1,083.00	Lake	L-T2	\$ 1,083.00
Lake	L-T3	\$ 463.00	Lake	L-T3	\$ 463.00
Lake	L-U1	\$ 321.00	Lake	L-U1	\$ 321.00
Lake	L-U2	\$ 720.00	Lake	L-U2	\$ 720.00
Lake	L-U3	\$ 894.00	Lake	L-U3	\$ 894.00
Lake	L-U3A	\$ 682.00	Lake	L-U3A	\$ 682.00
Lake	L-U4	\$ 486.00	Lake	L-U4	\$ 486.00
Lake	L-U5	\$ 1,223.00	Lake	L-U5	\$ 1,223.00
Lake	L-W1	\$ 416.00	Lake	L-W1	\$ 416.00
Lake	L-W2	\$ 994.00	Lake	L-W2	\$ 994.00
Lake	L-W3	\$ 1,021.00	Lake	L-W3	\$ 1,021.00
Lake	L-W4	\$ 1,027.00	Lake	L-W4	\$ 1,027.00
Lake	L-X	\$ 1,275.00	Lake	L-X	\$ 1,275.00
Lake	L-Y1	\$ 426.00	Lake	L-Y1	\$ 426.00
Lake	L-Z1	\$ 1,097.00	Lake	L-Z1	\$ 1,097.00
Lake	L-Z2A	\$ 521.00	Lake	L-Z2A	\$ 521.00
Lake	L-Z2B	\$ 786.00	Lake	L-Z2B	\$ 786.00

Verandah East & West CDD
Maintenance of Water Management Areas
Aquatic Management
Bid Schedule Sheet 3 of 6

1-Jun-20

June 1, 2021

Description:	ID#	1 st Year Price	Description:	ID#	2 nd Year Price
Lake	L-Z2C	\$ 325.00	Lake	L-Z2C	\$ 325.00
Lake	L-Z3	\$ 762.00	Lake	L-Z3	\$ 762.00
Lake	L-Z4	\$ 1,056.00	Lake	L-Z4	\$ 1,056.00
Lake	L-ZAA1	\$ 1,046.00	Lake	L-ZAA1	\$ 1,046.00
Lake	L-AA2	\$ 564.00	Lake	L-AA2	\$ 564.00
Lake	L-BB1	\$ 773.00	Lake	L-BB1	\$ 773.00
Lake	L-BB2	\$ 2,001.00	Lake	L-BB2	\$ 2,001.00
Lake	L-BB3	\$ 1,142.00	Lake	L-BB3	\$ 1,142.00
Lake	LBB4	\$ 548.00	Lake	LBB4	\$ 548.00
Lakes Subtotal		\$ 69,744.00	Lakes Subtotal		\$ 69,744.00
Wetland	WA1	\$ 1,857.00	Wetland	WA1	\$ 1,857.00
Wetland	WE1	\$ 734.00	Wetland	WE1	\$ 734.00
Wetland	WE2	\$ 354.00	Wetland	WE2	\$ 354.00
Wetland	WE3	\$ 32.00	Wetland	WE3	\$ 32.00
Wetland	WE4	\$ 87.00	Wetland	WE4	\$ 87.00
Wetland	WE5	\$ 26.00	Wetland	WE5	\$ 26.00
Wetland	WE6	\$ 64.00	Wetland	WE6	\$ 64.00
Wetland	WE7	\$ 17.00	Wetland	WE7	\$ 17.00
Wetland	WE8	\$ 1,276.00	Wetland	WE8	\$ 1,276.00
Wetland	WH1	\$ 885.00	Wetland	WH1	\$ 885.00
Wetland	WH2	\$ 868.00	Wetland	WH2	\$ 868.00
Wetland	WH3	\$ 45.00	Wetland	WH3	\$ 45.00
Wetland	WL1	\$ 998.00	Wetland	WL1	\$ 998.00
Wetland	WL2	\$ 1,697.00	Wetland	WL2	\$ 1,697.00
Wetland	WN1	\$ 358.00	Wetland	WN1	\$ 358.00
Wetland	WOS1	\$ 126.00	Wetland	WOS1	\$ 126.00
Wetland	WOS2	\$ 72.00	Wetland	WOS2	\$ 72.00
Wetland	WOS3	\$ 90.00	Wetland	WOS3	\$ 90.00
Wetland	WOS4	\$ 96.00	Wetland	WOS4	\$ 96.00
Wetland	WQ1	\$ 1,396.00	Wetland	WQ1	\$ 1,396.00
Wetland	WQ2A	\$ 184.00	Wetland	WQ2A	\$ 184.00
Wetland	WQ2B	\$ 84.00	Wetland	WQ2B	\$ 84.00
Wetland	WQ2C	\$ 96.00	Wetland	WQ2C	\$ 96.00
Wetland	WR1	\$ 226.00	Wetland	WR1	\$ 226.00
Wetland	WR1A	\$ 222.00	Wetland	WR1A	\$ 222.00
Wetland	WR1B	\$ 1,708.00	Wetland	WR1B	\$ 1,708.00

Verandah East & West CDD
Maintenance of Water Management Areas
Aquatic Management
Bid Schedule Sheet 4 of 6

1-Jun-20

June 1, 2021

Description:	ID#	1 st Year Price	Description:	ID#	2 nd Year Price
Wetland	WR1C	\$ 1,144.00	Wetland	WR1C	\$ 1,144.00
Wetland	WR2	\$ 258.00	Wetland	WR2	\$ 258.00
Wetland	WU1	\$ 934.00	Wetland	WU1	\$ 934.00
Wetland	WU3	\$ 485.00	Wetland	WU3	\$ 485.00
Wetland	WU5A	\$ 248.00	Wetland	WU5A	\$ 248.00
Wetland	W4	\$ 132.00	Wetland	W4	\$ 132.00
Wetland	WY1	\$ 780.00	Wetland	WY1	\$ 780.00
Wetland	WZ1	\$ 739.00	Wetland	WZ1	\$ 739.00
Wetland	WZ2A	\$ 716.00	Wetland	WZ2A	\$ 716.00
Wetland	WZ2B	\$ 603.00	Wetland	WZ2B	\$ 603.00
Wetland	WZ3	\$ 908.00	Wetland	WZ3	\$ 908.00
Wetland	WAA1	\$ 147.00	Wetland	WAA1	\$ 147.00
Wetland	WAA2	\$ 115.00	Wetland	WAA2	\$ 115.00
Wetland	WAA3	\$ 55.00	Wetland	WAA3	\$ 55.00
Wetland	WAA4	\$ 682.00	Wetland	WAA4	\$ 682.00
Wetland	WAA5	\$ 90.00	Wetland	WAA5	\$ 90.00
Wetland Subtotal		\$ 21,634.00	Wetland Subtotal		\$ 21,634.00
Conservation	UCA1	\$ 132.00	Conservation	UCA1	\$ 132.00
Conservation	UCA2	\$ 381.00	Conservation	UCA2	\$ 381.00
Conservation	UCA3	\$ 90.00	Conservation	UCA3	\$ 90.00
Conservation	UCA4	\$ 142.00	Conservation	UCA4	\$ 142.00
Conservation	UUCA5	\$ 75.00	Conservation	UUCA5	\$ 75.00
Conservation	UCB1	\$ 124.00	Conservation	UCB1	\$ 124.00
Conservation	UCE1	\$ 857.00	Conservation	UCE1	\$ 857.00
Conservation	UCE2	\$ 2,678.00	Conservation	UCE2	\$ 2,678.00
Conservation	UCE3	\$ 183.00	Conservation	UCE3	\$ 183.00
Conservation	UCE4	\$ 9.00	Conservation	UCE4	\$ 9.00
Conservation	UCE5	\$ 677.00	Conservation	UCE5	\$ 677.00
Conservation	UCE6	\$ 10.00	Conservation	UCE6	\$ 10.00
Conservation	UCE7	\$ 17.00	Conservation	UCE7	\$ 17.00
Conservation	UCE8	\$ 22.00	Conservation	UCE8	\$ 22.00
Conservation	UCE9	\$ 8.00	Conservation	UCE9	\$ 8.00
Conservation	UCH1	\$ 73.00	Conservation	UCH1	\$ 73.00
Conservation	UCH2	\$ 77.00	Conservation	UCH2	\$ 77.00
Conservation	UCH3	\$ 90.00	Conservation	UCH3	\$ 90.00

Verandah East & West CDD
Maintenance of Water Management Areas
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1-Jun-20

June 1, 2021

Description:	ID#	1 st Year Price	Description:	ID#	2 nd Year Price
Conservation	UCH4	\$ 13.00	Conservation	UCH4	\$ 13.00
Conservation	UCH5	\$ 48.00	Conservation	UCH5	\$ 48.00
Conservation	UCH6	\$ 17.00	Conservation	UCH6	\$ 17.00
Conservation	UCL1	\$ 158.00	Conservation	UCL1	\$ 158.00
Conservation	UCL2	\$ 638.00	Conservation	UCL2	\$ 638.00
Conservation	UCL3	\$ 643.00	Conservation	UCL3	\$ 643.00
Conservation	UCL4	\$ 106.00	Conservation	UCL4	\$ 106.00
Conservation	UCL5	\$ 370.00	Conservation	UCL5	\$ 370.00
Conservation	UCN1	\$ 1,398.00	Conservation	UCN1	\$ 1,398.00
Conservation	UCOS1	\$ 178.00	Conservation	UCOS1	\$ 178.00
Conservation	UCOS2	\$ 2,782.00	Conservation	UCOS2	\$ 2,782.00
Conservation	UCOS3	\$ 103.00	Conservation	UCOS3	\$ 103.00
Conservation	UCOS4	\$ 10.00	Conservation	UCOS4	\$ 10.00
Conservation	UCQ1	\$ 126.00	Conservation	UCQ1	\$ 126.00
Conservation	UCQ2	\$ 216.00	Conservation	UCQ2	\$ 216.00
Conservation	UCQ2A	\$ 32.00	Conservation	UCQ2A	\$ 32.00
Conservation	UCQ3	\$ 253.00	Conservation	UCQ3	\$ 253.00
Conservation	UCQ4	\$ 2,859.00	Conservation	UCQ4	\$ 2,859.00
Conservation	UCR1	\$ 90.00	Conservation	UCR1	\$ 90.00
Conservation	UCR1A	\$ 785.00	Conservation	UCR1A	\$ 785.00
Conservation	UCR2	\$ 87.00	Conservation	UCR2	\$ 87.00
Conservation	UCU1	\$ 306.00	Conservation	UCU1	\$ 306.00
Conservation	UCU2	\$ 92.00	Conservation	UCU2	\$ 92.00
Conservation	UCU3	\$ 82.00	Conservation	UCU3	\$ 82.00
Conservation	UCU5	\$ 159.00	Conservation	UCU5	\$ 159.00
Conservation	UCU5A	\$ 507.00	Conservation	UCU5A	\$ 507.00
Conservation	UCW4	\$ 175.00	Conservation	UCW4	\$ 175.00
Conservation	UCX	\$ 122.00	Conservation	UCX	\$ 122.00
Conservation	UCY1	\$ 124.00	Conservation	UCY1	\$ 124.00
Conservation	UCY2	\$ 454.00	Conservation	UCY2	\$ 454.00
Conservation	UCZ1	\$ 289.00	Conservation	UCZ1	\$ 289.00
Conservation	UCZ2A	\$ 156.00	Conservation	UCZ2A	\$ 156.00
Conservation	UCZ2B	\$ 154.00	Conservation	UCZ2B	\$ 154.00
Conservation	UCZ2C	\$ 512.00	Conservation	UCZ2C	\$ 512.00
Conservation	UCZ2D	\$ 201.00	Conservation	UCZ2D	\$ 201.00

Verandah East & West CDD
Maintenance of Water Management Areas
Aquatic Management
Bid Schedule Sheet 6 of 6

1-Jun-20

June 1 ,2021

Description:	ID#	1 st Year Price	Description:	ID#	2 nd Year Price
Conservation	UCZ3	\$ 1,060.00	Conservation	UCZ3	\$ 1,060.00
Conservation	UCA3A	\$ 60.00	Conservation	UCA3A	\$ 60.00
Conservation	UCZ4	\$ 106.00	Conservation	UCZ4	\$ 106.00
Conservation	UCZ5	\$ 109.00	Conservation	UCZ5	\$ 109.00
Conservation	UCAA1	\$ 364.00	Conservation	UCAA1	\$ 364.00
Conservation	UCAA2	\$ 32.00	Conservation	UCAA2	\$ 32.00
Conservation	UCAA3	\$ 1,685.00	Conservation	UCAA3	\$ 1,685.00
Conservation Subtotal		\$ 23,306.00	Conservation Subtotal		\$ 23,306.00
Structure Review/Reporting		\$ 480.00	Structure Review/Reporting		\$ 480.00

Grand Total 1st Year:

Grand Total 2nd Year:

\$ 115,164.00

\$ 115,164.00

DETAILED SPECIFICATIONS

6.01 **SCOPE OF WORK** - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of water management areas as detailed below.

Each bidder shall submit one bid encompassing all proposal areas.

VERANDAH EAST & VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICTS

EXISTING FACILITIES

Exhibit "A" is a map showing the locations to be maintained by this contract.

6.02. **DETAILED SPECIFICATIONS**

1. **General.**

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance, monitoring of area ponds, Conservations and dry detention areas as depicted within Exhibits "A", the size and locations of which shall be independently verified by Contractor.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit "A" accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds grasses, torpedo grass, Hydrilla, Bull Rush, Thalya and other noxious or invasive weeds, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes, flow ways and dry detention areas.
- Algae is an ongoing problem and will be treated accordingly to District satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake or dry detention area at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies current water's edge into the water body or dry detention area during all times of the year.
- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body, either on the surface or below it.
- The Contractor is required to make, at minimum, weekly visits to the site to insure the success of the Aquatic Weed Control Program. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System. Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.

- Additionally, the operations shall include the removal of such exotic plants as Malaleuca, Brazilian Pepper, Australian pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species, as may be updated from time to time. (See Exhibit "B" attached)
- The Contractor is required to thoroughly maintain the wetland, wetland prairies and conservation areas at a **minimum** of every three months and/or as maybe required to insure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to insure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks.

2. **Littoral Zone Maintenance.**

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways and dry detention areas as noted within Exhibit "A". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks and dry detention areas. The Contractor will discuss with the District which species should be removed and which should be retained.

3. **Aeration Maintenance.**

The Contractor will perform inspection and cleaning maintenance in accordance with the terms and conditions of this agreement.

- Semiannual (2) maintenance visits, as required approximately once every 180 days (September/March). Additional cleanings will be billed at time and materials. Detailed Inspection reports to include photo/date stamped picture documentation of each system must be submitted to the District upon completion.
- Inspection and cleaning will be provided for all existing aeration systems, as follows:
 - Two (1) Air 1 Systems for Lakes BB4 & U5
- Compressor Services
 - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
 - Adjust air manifold and pressure relief valves to insure optimal performance.
 - Replace external air filters twice per year.
 - Replace internal air filters once per year.
 - Clean muffle assembly and filter.
 - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
 - Inspect and lubricate cooling fan.
 - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
 - Apply fire ant bait around cabinet, when necessary.
 - Clean cabinet interior.
 - Lubricate cabinet hinges and barrel lock.
 - Test and reset GFI circuitry.

- Diffuser Services
 - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
 - Inspect and repair, airline supply tubing and fittings.
- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be built separately. No more than a 15% markup, with cost to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

5. **Fixed Structures Inspection and reporting.**

The Contractor shall review and report, annually, on the condition of the fixed structures within the storm water ponds, wetlands, prairies, conservation areas and flow-ways. The fixed structures shall include control structures, culverts and headwalls. The annual inspection shall be completed in May of each year (absolute low water conditions) and shall include, at minimum, the information required on the attached Fixed Structures Inspection Form. Forms shall be completed and submitted to the District no later than June 1st of each year.

6. **Miscellaneous Requirements.**

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government, during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the Contractor, unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the top of the bank on each side where vegetation exists.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish kills and unnecessary impacts to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.
- Trash and other foreign debris will be removed from each pond and mitigation area on at least a bi-weekly basis.

7. **Reports.**

The Contractor shall scan/email to the District, on a monthly basis for work completed the previous month,, a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas. This report is also to include any observations of illicit discharge and lake bank erosion.

8. **Payment.**

The Contractor will be paid on or about the 25th day of each month for work accomplished to the time schedule during the previous month. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract. Contractor is not allowed to invoice until work has been completed.

9. **Selection of Bid Items.**

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

10. **Miscellaneous Requirements.**

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government, during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the Contractor, unless otherwise arranged.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish kills and unnecessary impacts to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.
- Trash and other foreign debris will be removed from each pond and mitigation area on at least a bi-weekly basis.

11. **Fixed Structures Inspection and reporting.**

The Contractor shall review and report, annually, on the condition of the fixed structures within the storm water ponds, wetlands, prairies, conservation areas and flow-ways. The fixed structures shall include control structures, culverts and headwalls. The annual inspection shall be completed in May of each year (absolute low water conditions) and shall include, at minimum, the information required on the attached Fixed Structures Inspection Form. Forms shall be completed and submitted to the District no later than June 1st of each year.

12. **Reports.**

The Contractor shall mail or email to the District, after each treatment, a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas.

13. **Payment.**

The Contractor will be paid on or about the 25th day of each month for work accomplished to the time schedule during the previous month. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

14. **Selection of Bid Items.**

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

15. **Tools, Plants and Equipment.**

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve the character, to augment their number or substitute new equipment, as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract and to the satisfaction of the District.

16. **Inspection.**

The work will be conducted under the direction of the District and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings at a time and date to be mutually determined (at a frequency of not less than once a month). A ride through of the maintenance areas will be done at this time to check progress and correct problem areas.

17. **Acceptance of Finished Work.**

As needed, the District will make final inspection of the work covered by this contract when it is completed monthly.

18. **Contract Drawings and Specifications**

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

19. **Qualifications.**

The Contractor shall be insured, licensed and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicators license.

VERANDAH EAST & WEST COMMUNITY DEVELOPMENT DISTRICT'S

Fixed Structure Inspection Form (to be filled out for each structure regardless of findings)

Date: _____

Structure I.D.: _____

Type of Structure: _____

(I.e. control structure, headwall etc.)

Structural Inspection:

To include digital photo with brief narrative identifying any observed damage or deterioration that is considered to be above and beyond normal wear and tear.

Functional Inspection:

To include digital photo with brief narrative identifying any conditions that may be having a negative impact on the functionality of the structure. (I.e. sediment in the bottom of a culvert and the estimated percentage of pipe plugged)

Additional Conditions Observed:

To include photos, as appropriate, with brief narrative identifying any additional conditions that may have an impact on the structure.

Photo Numbers that Correspond with this report: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Solitude Lake Management LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> C </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u> N/A </u> Exemption from FATCA reporting code (if any) <u> N/A </u> <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1320 Brookwood Drive Suite H	Requester's name and address (optional)
6 City, state, and ZIP code Little Rock AR 72202	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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OR													
Employer identification number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> </tr> </table>	5	4	-	1	9	4	0	1	1	0			
5	4	-	1	9	4	0	1	1	0				

Part II Certification

- Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Tina C. Dunham, Business Manager</i>	Date ▶ <i>01/03/2020</i>
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number **1400559**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2019 - 2020

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: **1400559**

Account Expires: **September 30, 2020**

Location:
5869 ENTERPRISE PKWY
FT MYERS FL 33905

SOLITUDE LAKE MANAGEMENT LLC
SOLITUDE LAKE MANAGEMENT LLC
1320 BROOKWOOD DR STE. H
LITTLE ROCK AR 72202

May engage in the business of:
AQUATIC MANAGEMENT
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:
PAID 530978-147-1 09/19/2019 11:57 AM
\$50.00

CHANGES TO YOUR LOCAL BUSINESS TAX ACCOUNT

Change of Business Name and/or Ownership:

- Submit a new Local Business Tax Application
• Submit other required documents, if applicable (e.g. Fictitious Name Registration, State or County License, etc.)
• Submit a Bill of Sale (if changing ownership)
• A 10% transfer fee applies to ownership changes
• The Lee County Property Appraiser's office should be notified of any change in the business name and/or ownership

Change of Location:

- Submit a new Local Business Tax Application
• Obtain zoning approval, or provide a copy of a city local business tax receipt, if relocating from:
- Commercial to Commercial
- Commercial to Residential
- Residential to Commercial
• A 10% transfer fee applies to location changes
• The Lee County Property Appraiser's office should be notified of any change in business location

Tangible Taxes:

Tangible Personal Property Tax Returns must be filed with the Property Appraiser's office by April 1st of each year. Contact the Property Appraiser's office 239.533.6140.

Closing Your Business:

If you are closing or no longer in business, the owner/qualifier must do the following:

- Sign, date and submit the Out of Business Affidavit below
• File a Tangible Disposition Letter form with the Property Appraiser, www.leepa.org or call 239.533.6140 to avoid receiving future tangible tax notices

If you plan to liquidate your merchandise, contact our office at 239.533.6000 for instructions on obtaining a Going Out of Business Permit.

Information/Questions: call 239.533.6000 or visit our official website at www.leetc.com.

Out of Business Affidavit

Tangible Personal Property Account Number for the business: _____

The business named on the reverse side of this notice ceased operations and disposed of the assets by:

Account No: 1400559

[] Retention for personal use [] Scrapped, junked, or likewise disposed of, etc.

[] Date Sold: _____ Purchase Price: _____

Complete the buyer information below:

Name: _____ Phone Number: _____

Address: _____

All of the tangible assets were [] were not [] sold to the purchaser.

Owner/Qualifier Name _____ Phone Number _____ Date Closed _____

Street or PO Box Number (your current mailing address) _____

City/State/Zip _____ Signature of Owner/Qualifier _____

Return this Out of Business Affidavit to: Lee County Tax Collector, PO Box 1549, Fort Myers, FL 33902-1549

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

13

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2021**

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2021**

	Major Funds			Total Governmental Funds
	General	Debt Service Series 2016	Capital Projects Series 2016	
ASSETS				
Cash (SunTrust)	\$133,542	\$ -	\$ -	\$ 133,542
Investments				
Revenue account	-	1,569,590	-	1,569,590
Reserve account	-	375,000	-	375,000
Prepayment	-	4	-	4
Construction account	-	-	3	3
Due from other governments	6,298	-	-	6,298
Due from general fund	-	18,912	-	18,912
Total assets	<u>\$ 139,840</u>	<u>\$ 1,963,506</u>	<u>\$ 3</u>	<u>\$ 2,103,349</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,000	\$ -	\$ -	\$ 1,000
Due to debt service fund	18,912	-	-	18,912
Due to other governments	4,778	-	-	4,778
Total liabilities	<u>24,690</u>	<u>-</u>	<u>-</u>	<u>24,690</u>
Fund balances:				
Restricted for:				
Debt service	-	1,963,506	-	1,963,506
Capital projects	-	-	3	3
Unassigned	115,150	-	-	115,150
Total fund balances	<u>115,150</u>	<u>1,963,506</u>	<u>3</u>	<u>2,078,659</u>
Total liabilities and fund balances	<u>\$139,840</u>	<u>\$1,963,506</u>	<u>\$ 3</u>	<u>\$ 2,103,349</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on-roll	\$ 2,214	\$ 167,233	\$ 169,356	99%
Interest & miscellaneous	1	17	263	6%
Total revenue	<u>2,215</u>	<u>167,250</u>	<u>169,619</u>	99%
EXPENDITURE				
Professional & administrative				
Supervisors	-	618	3,064	20%
Management and accounting	4,595	27,534	54,698	50%
Audit	-	1,765	6,522	27%
Legal	228	1,258	4,377	29%
Field management	778	4,663	9,264	50%
Engineering	1,557	7,844	2,189	358%
Trustee	-	2,372	4,377	54%
Dissemination agent	305	1,825	3,624	50%
Arbitrage	-	-	1,313	0%
Assessment roll preparation	-	10,591	10,505	101%
Telephone	29	171	339	50%
Postage	8	104	219	47%
Insurance	-	5,740	5,704	101%
Printing & binding	59	355	706	50%
Legal advertising	-	285	657	43%
Office expenses and supplies	-	236	109	217%
Website	-	-	617	0%
Contingencies	60	359	657	55%
ADA website compliance	-	-	175	0%
Annual district filing fee	-	154	153	101%
Total professional & admin expenses	<u>7,619</u>	<u>65,874</u>	<u>109,269</u>	60%
Water management				
Contractual services	4,235	21,187	50,338	42%
Aquascaping	-	-	2,189	0%
Utilities	-	-	1,313	0%
Contingencies	29	133	2,626	5%
Total water management	<u>4,264</u>	<u>21,320</u>	<u>56,466</u>	38%

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees and charges				
Property appraiser	-	720	802	90%
Tax collector	-	1,090	2,646	41%
Total other fees & charges	-	1,810	3,448	52%
Total expenditures	<u>11,883</u>	<u>89,004</u>	<u>169,183</u>	53%
 Excess/(deficiency) of revenues over/(under) expenditures	 (9,668)	 78,246	 436	
 Fund balances - beginning	 124,818	 36,904	 33,163	
Fund balances - ending	<u>\$ 115,150</u>	<u>\$ 115,150</u>	<u>\$ 33,599</u>	

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 201 - SERIES 2016
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 18,912	\$ 1,419,185	\$ 1,446,901	98%
Interest	7	28	-	N/A
Total revenues	<u>18,919</u>	<u>1,419,213</u>	<u>1,446,901</u>	N/A
EXPENDITURES				
Debt service				
Principal	-	-	760,000	0%
Interest	-	355,247	710,494	50%
Total expenditures	<u>-</u>	<u>355,247</u>	<u>1,470,494</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	18,919	1,063,966	(23,593)	
Net change in fund balances	18,919	1,063,966	(23,593)	
Fund balances - beginning	1,944,587	899,540	840,119	
Fund balances - ending	<u>\$ 1,963,506</u>	<u>\$ 1,963,506</u>	<u>\$ 816,526</u>	

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND 302 - SERIES 2016
FOR THE PERIOD ENDED MARCH 31, 2021**

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

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

14

DRAFT

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

The Board of Supervisors of the Verandah East Community Development District held a Regular Meeting on January 13, 2021 at 1:00 p.m., at the Verandah Sales Office, 11571 Verandah Boulevard, Fort Myers, Florida 33905.

Present were:

David Moore	Chair
Richard Shields, Jr.	Vice Chair
Mark Santasiero	Assistant Secretary
Jacqueline Voiles (via telephone)	Assistant Secretary

Also present were:

Chuck Adams (via telephone)	District Manager
Cleo Adams	Assistant District Manager
Tammie Smith (via telephone)	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Andy Tilton	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 1:00 p.m. Supervisors Moore, Shields and Santasiero were present, in person. Supervisor Voiles was attending via telephone. Supervisor Truxton was not present.

- **Consideration of Resignation of David Truxton from Seat 4, Term Expires November 2024**

This item was an addition to the agenda.

Mrs. Adams presented the resignation of Mr. David Truxton from Seat 4.

On MOTION by Mr. Moore and seconded by Mr. Shields, with all in favor, the resignation of Mr. David Truxton from Seat 4, was accepted.

38 **SECOND ORDER OF BUSINESS** **Public Comments [3 minutes per person]**

39

40 There being no public comments, the next item followed.

41

42 **THIRD ORDER OF BUSINESS** **Administration of Oath of Office to Newly**
43 **Elected Supervisors, Jacqueline Voiles**
44 **[SEAT 3] and David L. Moore [SEAT 5] (*the***
45 ***following to be provided in a separate***
46 ***package*)**

47

48 Mrs. Adams, a Notary of the State of Florida and duly authorized, administered the Oath
49 of Office to Mr. Moore. The Oath of Office would be administered to Ms. Voiles at another
50 time. She provided and briefly explained the following items:

51 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

52 **B. Membership, Obligations and Responsibilities**

53 **C. Financial Disclosure Forms**

54 **I. Form 1: Statement of Financial Interests**

55 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

56 **III. Form 1F: Final Statement of Financial Interests**

57 **D. Form 8B – Memorandum of Voting Conflict**

58

59 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2021-01,**
60 **Declaring a Vacancy in Seat 4 of the Board**
61 **of Supervisors Pursuant to Section**
62 **190.006(3)(b), Florida Statutes; and**
63 **Providing an Effective Date**

64

65 Mrs. Adams presented Resolution 2021-01 and read the title.

66

67 **On MOTION by Mr. Shields and seconded by Mr. Moore, with all in favor,**
68 **Resolution 2021-01, Declaring a Vacancy in Seat 4 of the Board of Supervisors**
69 **Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing an Effective**
70 **Date, was adopted.**

71

72

73 **FIFTH ORDER OF BUSINESS**

Consider Appointment of Qualified Elector to Vacant Seat 4 (*term expires November 2024*)

74
75
76

77 Mrs. Adams asked the Board Members to notify their neighbors of the vacant seat.

78

79 **On MOTION by Mr. Shields and seconded by Mr. Moore, with all in favor,**
80 **requiring that any and all interested candidates for a Board Seat must submit a**
81 **resume to Staff outlining their professional background, residency status and**
82 **history of involvement, was approved.**

83

84

85 • **Administration of Oath of Office to Newly Appointed Supervisor**

86 This item was deferred.

87

88 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Verandah East Community Development District, and Providing for an Effective Date

89

90

91

92

93

94

95 Mrs. Adams presented Resolution 2021-02. The slate of officers would remain
96 unchanged, as follows:

97	Chair	David Moore
98	Vice Chair	Richard Denis Shields, Jr.
99	Secretary	Chesley (Chuck) E. Adams, Jr.
100	Assistant Secretary	Mark Henry Santasiero
101	Assistant Secretary	Jacqueline Voiles
102	Assistant Secretary	Vacant
103	Assistant Secretary	Craig Wrathell
104	Treasurer	Craig Wrathell
105	Assistant Treasurer	Jeff Pinder

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On MOTION by Mr. Moore and seconded by Mr. Shields, with all in favor, Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Verandah East Community Development District, as stated, and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of November 30, 2020**

Mrs. Adams presented the Unaudited Financial Statements as of November 30, 2020. The financials were accepted.

EIGHTH ORDER OF BUSINESS **Approval of August 12, 2020 Virtual Public Hearing and Meeting Minutes**

Mrs. Adams presented the August 12, 2020 Virtual Public Hearing and Meeting Minutes.

On MOTION by Mr. Shields and seconded by Mr. Moore, with all in favor, the August 12, 2020 Virtual Public Hearing and Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS **Staff Reports**

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

There being no report, the next item followed.

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

In response to a question, Mr. Tilton stated all of the Capital funds that were in escrow to fund future improvements were depleted and all capital improvements were completed. Discussion ensued regarding the ponds and the storm drain pipes.

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

- **NEXT MEETING DATE: May 12, 2021 at 1:00 P.M.**

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the May 12, 2021 meeting.

143 **TENTH ORDER OF BUSINESS** **Supervisors' Requests**

144

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

146

147 **ELEVENTH ORDER OF BUSINESS** **Adjournment**

148

149 In response to a Board Member's question, Mrs. Adams stated that she would contact
150 Mr. Paul Martin regarding the status of the sale of the Sales Center building.

151

152 **On MOTION by Mr. Moore and seconded by Mr. Shields, with all in favor, the**
153 **meeting adjourned at 1:23 p.m.**

154

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156

157

158

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

159
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166

Secretary/Assistant Secretary

Chair/Vice Chair

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

15 CI

WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2021

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2021
Babcock Ranch	0
Bayside Improvement	2,956
Bay Creek	748
Beach Road Golf Estates	1,127
Bonita Landing	321
Brooks I of Bonita Springs	2,225
Brooks II of Bonita Springs	1,453
East Bonita Beach	163
Mediterra	454
Moody River Estates	1,137
Parklands Lee	525
Parklands West	570
River Hall	1,534
River Ridge	1,454
Stonewater	0
Stoneybrook	1,721
Verandah East	779
Verandah West	937
University Square	0
University Village	0
Waterford Landing	1,298
WildBlue	228

Send to: Daphne Gillyard gillyardd@whhassociates.com Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: tlipa@lee.vote

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

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VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

Verandah Sales Office, 11571 Verandah Blvd., Fort Myers, Florida 33905

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2020 CANCELED	Regular Meeting	1:00 P.M.
January 13, 2021	Regular Meeting	1:00 P.M.
May 12, 2021	Regular Meeting	1:00 P.M.
August 11, 2021	Public Hearing & Regular Meeting	1:00 P.M.