VERANDAH WEST

COMMUNITY DEVELOPMENT
DISTRICT
May 8, 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

May 1, 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 May 8, 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. Consideration of Resolution 2024-01, Electing and Removing Officers of the District and Providing for an Effective Date
- 4. Consideration of Johnson Engineering, Inc. New Rate Schedule
- 5. Consideration of MRI Inspection, LLC Proposals for 2024 Cleaning of Storm Structures
- 6. Consideration of MRI Construction, Inc. Proposal #462 for Lake H12 Lake Bank Restoration
- 7. Discussion/Consideration of Crosscreek Environmental, Inc. Second Year Renewal Option for Lake and Wetland Maintenance Services
- 8. Consideration of Resolution 2024-05, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date
- 9. Consideration of Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 10. Consideration of Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Board of Supervisors Verandah West Community Development District May 8, 2024, Regular Meeting Agenda Page 2

- 11. Discussion: Pemit Transfer Legal Access to LaBelle Ranch Mitigation Area in Hendry County
 - Field Inspection Report
- 12. Acceptance of Unaudited Financial Statements as of March 31, 2024
- 13. Approval of January 10, 2024 Regular Meeting Minutes
- 14. Staff Reports
 - A. District Counsel: Kutak Rock LLP
 - Required Ethics Training
 - Update: C-1 Wetland Repairs with the Club
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. District Manager: Wrathell, Hunt and Associates, LLC
 - District Manager's Report
 - 1,014 Registered Voters in District as of April 15, 2024
 - NEXT MEETING DATE: August 14, 2024 at 2:00 PM
 - QUORUM CHECK

SEAT 1	JEFFREY JORDAN	IN PERSON	PHONE	No
SEAT 2	Susie McIntyre	IN PERSON	PHONE	No
SEAT 3	EDWARD A FAYNOR	IN PERSON	PHONE	□No
SEAT 4	PAUL ZAMPICENI	IN PERSON	PHONE	□No
SEAT 5	GERALD BALDWIN	IN PERSON	PHONE	□No

- 15. Supervisors' Requests
- 16. 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

3

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT ELECTING 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 elect and remove Officers of the District.

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

2024:	SECTION 1.	The following is	s/are elected as Officer(s) of the District effective May 8,
			is elected Chair
			is elected Vice Chair
			is elected Assistant Secretary
			is elected Assistant Secretary
			is elected Assistant Secretary
	SECTION 2.	The following C	Officer(s) shall be removed as Officer(s) as of May 8, 2024:
	Lorie St. Law	vrence	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	8TH DAY OF MAY, 2024.
ATTEST	⁻:	VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT
Secreta	ary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors
	in y / r to oro carrie occircitar y	chair, vice chair, board or supervisors

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT



March 11, 2024

Mr. Chesley E. Adams
Director of Operations
Verandah West CDD
c/o Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135

Delivered via adamsc@whhassociates.com

Re: Johnson Engineering, Inc. - New Rate Schedule

Dear Mr. Adams and Board of Supervisors:

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

Attached is our new rate schedule that went into effect on September 6, 2023. Our master contract allows us to take a fee modification before the Board once a year. We believe our new rates continue to remain competitive with that of other top-tier consulting firms. We would appreciate it if this could be addressed at the Board Meeting on May 8, 2024, for implementation upon Board approval.

After 77 years, our firm's focus remains the same and that is your satisfaction. The community is important to us and if there is anything we can do better to help you, please let us know.

Very truly yours,

JOHNSON ENGINEERING, INC.

Erik L. Howard, P.E., P.S.M.

For the Firm

Attachment 20023311-010

\$204

\$182 \$165 \$138 \$127 \$116 \$105 \$94 \$105 \$77





Professional		Construction Engineering and Inspe	ction
9	\$330	(CEI Services)	
В	\$270	CEI Services Manager	\$2
7	\$248	CEI Senior Project Administrator	\$1
6	\$220	CEI Project Administrator	\$1
5	\$193	Contract Support Specialist	\$1
4	\$176	Senior Inspector	\$ 1
3	\$165	CEI Inspector III	\$1
2	\$138	CEI Inspector II	\$1
1	\$127	CEI Inspector I	\$9
		Compliance Specialist	\$1
Technician		CEI Inspector's Aide	\$7
6	\$182		
5	\$154		
4	\$132		
3	\$110		
2	\$88		
l	\$77		
Administrative			
3	\$105		
2	\$94		
I	\$77		
Field Crew			
4-Person	\$270		
3-Person	\$23		
2-Person	\$182		
Field Equipment			

\$440

Cost + 10%

Field Equipment on Separate Schedule

Expert Witness

Reimbursable Expenses

and Sub-Consultants

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT



M.R.I. Underwater Specialists, Inc. 5570 Zip Dr.

> Fort Myers, FL. 33905 239-984-5241 Office 239-707-5034 cell 239-236-1234 fax



Date

Invoice #

4/22/2024

4457

Due Date 5/22/2024

Bill To:

Verandah East and West CDD 9220 Bonita Beach Road Suite #214 Bonita Springs, FL 34135

Invoice

Job Name

2024 Lake Interconnect Inspection

P.O. No.

Terms

Net 30

Total cost to physically inspect specified storm structures. We utilized a diver to enter each structure to inspect the condition and determine the amount of sand, debris, and blockage within the system. We have provided a detailed inspection report of our findings and a proposal to clean all structures that contain 25% or more sand, debris, and blockage. This price includes all labor, material and equipment needed to complete this job. As Per Proposal # 4730	6,000.00

Total

\$6,000.00

All Invoices are due within 30 days. Payments recieved after 30 days will have a 10% late fee.

Payments/Credits

\$0.00

Balance Due

\$6,000.00



Name

Verandah East CDD & Verandah West CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

M.R.I. Inspection LLC

5570 Zip Dr. Fort Myers Fl. 33905 239-984-5241 Office 239-236-1234 Fax

CGC 1507963





Date

Estimate #

4/25/2024

4768

Project

Cleaning 25% And Up 2024 Inspection

This proposal is to utilize the divers to clean and remove sand and debris from structures that have 25% and more of sand and lebris. As per our inspection report. This price includes all labor and equipment and dive services needed to complete this job.	86,300.0
any work completed outside the scope of this proposal may result in additional charges.	
This includes Vac Truck Services There will be additional charges for off site dumping @ \$400.00 Per Load	

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total

\$86300.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforseen incidents, when we dewater any wet well system. Due to sink holes crevases or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass, trees, shrubs, etc.) all Jobsites will be left clean,

Authorized Signature

Michael Radford President

We Utilize E-Verify for all workers

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature	
Date of acceptance	



Name

Verandah East CDD & Verandah West CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

M.R.I. Inspection LLC

5570 Zip Dr. Fort Myers Fl. 33905 239-984-5241 Office 239-236-1234 Fax

CGC 1507963





Date

Estimate #

4/25/2024

4769

Project

Cleaning 35% And Up 2024 inspection

his proposal is to utilize the divers to clean and remove sand and debris from structures that have 35% and more of sand and ebris. As per our inspection report. his price includes all labor and equipment and dive services needed to complete this job. my work completed outside the scope of this proposal may result in additional charges. his includes Vac Truck Service on Structure # C-123 C-195-196-197 here will be addition Cost For Off site Dump \$400.00 Per Load	53,800.00

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total

\$53800.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers

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Authorized Signature

Michael Radford
Michael Radford President

We Utilize E-Verify for all workers

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Signature	
Data of account	
Date of acceptance	



Name

Verandah East CDD & Verandah West CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

M.R.I. Inspection LLC

5570 Zip Dr. Fort Myers Fl. 33905 239-984-5241 Office 239-236-1234 Fax

CGC 1507963

Proposa

Project

Cleaning 50% And Up 2024 Inspection



Estimate # Date

4/25/2024 4770

	20, 900, 0
his proposal is to utilize the divers to clean and remove sand and debris from structures that have 50% and more of sand and ebris. As per our inspection report.	39,800.0
nis price includes all labor and equipment and dive services needed to complete this job.	
ny work completed outside the scope of this proposal may result in additional charges.	
nis includes Vac Truck Service on Structure # C-123 C-195-196-197	
nere will additional cost for off site dumping @ \$400.00 per Load	

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total

\$39800.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance . All contractors are fully covered under general liability insurance. We will not be responsible for any unforseen incidents, when we dewater any wet well system. Due to sink holes crevases or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean,

Authorized Signature

Michael Radford Michael Radford President

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Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature	
Date of acceptance	

M.R.I Inspection LLC 5570 Zip Dr. Fort myers, Fl. 33905 239-984-5241

Structure #	Structure Type	Pipe Size	Condition 2024	Recommend Cleaning
			Verandah East	
	1 A A A A A A A A A A A A A A A A A A A		AmberWood Cove	
C-1	Curb	30"	60% Sand & Debris	Yes
C-2	Curb	30"	70% Sand & Debris	Yes
C-3	L-Z1	30"	70% Sand & Debris	Yes
C-4	L-Z4	30"	25% Sand & Debris	Yes
C-5	Curb	30"	30% Sand & Debris	Yes
C-6	Curb	30"	30% Sand & Debris	Yes
C-7	L-Z4	30"	50% Sand & Debris	Yes
C-8	L-Z1	30"	40% Sand & Debris	Yes
C-9	L-Z4	30"	Clean	No
C-10	L-Z-2C	30"	10% Sand & Debris	No
C-11	L-Z-2C	30"	45% Sand & Debris	Yes
C-12	DNL		DNL	
C-13	DNI		DNL	
C-14	L-Z2B	30"	60% Sand & Debris	Yes
			Veranda Blvd	
C-15	Curb	30"	25% Sand & Debris	Yes
C-16	Curb	24"	25% Sand & Debris	Yes
C-17	CS-LZ-2A	24"	Clean	No
C-18	L-Z-2B	24"	Clean	No
			Wiilow Ridge	
C-19	Curb	24"	25% Sand & Debris	Yes
C-20	Curb	24"	25% Sand & Debris	Yes
C-21	L-U4	24"	40% Sand & Debris	Yes
C-22	L-U5	24"	30% Sand & Debris	Yes
			Magnolla	
C-23	Curb	30"	5% Sand & Debris	No
C-24	Curb	30"	5% Sand & Debris	No
C-25	Box	30"	5% Sand & Debris	No
C-26	L-Z-2B	30"	10% Sand & Debris	No
C-27	Curb	30"	10% Sand & Debris	No
C-28	Curb	30"	5% Sand & Debris	No
C-29	Вох	30"	60% Sand & Debris	Yes
C-30	Box	30"	10% Sand & Debris	No
C-31	L-Z-3	30"	50% Sand & Debris	Yes

WE SEE THINGS YOU CAN'T

			the second secon	Cleaning
			Heritage Preserve	
C-32	Curb	24"	50% Sand & Debris	Yes
C-33	Curb	24"	10% Sand & Debris	No
C-34	Box	24"	5% Sand & Debris	No
			Edgewater Trace	
C-35	Box	24"	Clean	No
C-36	Curb	24"	10% Sand & Debris	No
C-37	Curb	24"	Clean	No
C-38	L-R1A	24"	30% Sand & Debris	Yes
C-39	L-R1A	24"	40% Sand & Debris Bricks 1/4 blocking Pipe	Yes
			40 Thru 45 are not an interconnect Pipe	
C-40	Curb	36"	30% Sand & Debris	Yes
C-41	Curb	36"	10% Sand & Debris	No
C-42	Manhole	36"	5% Sand & Debris	No
C-43	Curb	36"	10% Sand & Debris	No
C-44	Curb	36"	15% Sand & Debris	No
C-45	L-U1	36"	5% Sand & Debris	No
		1 - 3	Golf Course	
C-46	L-U3	30"	25% Sand & Debris	Yes
C-47	L-U5	30"	Clean	No
			Edgewater Trace	
C-48	Curb	18"	50% Sand & Debris	Yes
C-49	Curb	30"-18"	90% Sand & Debris	Yes
C-50	L-R1A	30"	15% Sand & Debris	No
C-51	Manhole	30"	5% Sand & Debris	No
C-52	Manhole	30"	25% Sand & Debris	Yes
C-53	L-R2	30"	Clean	No
			Golf Course	
C-54	L-R2A	30"	5% Sand & Debris	No
C-55	L-R2A	30"	10% Sand & Debris	No
		632	Willow Bend	
C-56	Curb	24"	40% Sand & Debris	Yes
C-57	Curb	24"	40% Sand & Debris	Yes
C-58	L-AA2	24"	30% Sand & Debris	Yes
C-59	L-AA1	24"	25% Sand & Debris	Yes

Veranda EAST CDD Storm Water System 2024 Inspection

5570 Zip Dr. Fort myers, Fl. 33905 239-984-5241

Structure #	Structure Type	Pipe Size	Condition 2024	Recommend Cleaning
			Veranda Blvd	
C-60	Curb	30"	40% Sand & Debris	Yes
C-61	Curb	30"	40% Sand & Debris	Yes
C-62	L-R1A	CS-30"	Clean	No
C-63	L-AA1	30"	Clean	No
			Wood Haven	
C-64	Curb	24"	15% Sand & Debris	No
C-65	Curb	24"	15% Sand & Debris	No
C-66	L-BB2	24"	25% Sand & Debris	Yes
C-67	L-BB4	24"	25% Sand & Debris	Yes
C-68	Curb	24"	5% Sand & Debris/Plywood	Yes
C-69	Curb	24"	30% Sand & Debris	Yes
C-70	L-BB2	24"	40% Sand & Debris	Yes
C-71	L-BB4	24"	5% Sand & Debris	No
			Torrey Pines	
C-72	L-R1A	24"	Clean	No
C-73	Box	24"	25% Sand & Debris	Yes
C-74	Вох	24"	24" 40% Sand & Debris	
C-75	Box	24"	24" 10% Sand & Debris	
C-76	L-S5	24"	25% Sand & Debris	Yes
			Fairway Cove	
C-77	Curb	24"	15% Sand & Debris	No
C-78	Curb	24"		
C-79	L-BB3	24"	25% Sand & Debris	Yes
C-80	L-BB2	24"	10% Sand & Debris	No
C-81	Curb	24"	5% Sand & Debris	No
C-82	Curb	24"	5% Sand & Debris	No
C-83	L-W2	24"	5% Sand & Debris	No
C-84	L-BB3	CS-24"	Clean	No
			Golf Course	
C-85	L-W2	36"	60 Sand & Debris	Yes
C-86	L-W1	36"	70% Sand & Debris	Yes
C-87	L-S5	36"	30% Sand & Debris	Yes
C-88	L-S4	36"	80% Sand & Debris	Yes
C-89	L-\$4	42"	80% Sand & Debris	Yes
C-90	L-S1	42"	40% Sand & Debris	Yes

Storm Water System 2024 Inspection

Fort myers, Fl. 33905 239-984-5241

C-91	Structure Type	Pipe Size	Condition 2024	Cleaning
C-91		T I DO ONE OF	Whispering Oaks	
	Curb	24"	Clean	No
C-92	Curb	24"	10% Sand & Debris	No
C-93	L-R1B	24"	Clean	No
C-94	L-S1	24"	5% Sand & Debris	No
			Brantley Oaks	
C-95	Curb	24"	15% Sand & Debris	No
C-96	Curb	24"	10% Sand & Debris	No
C-97	Lake	24"	Clean	No
C-98	L-S3	CS-24"	Clean	No
ST 5/2			Artington Oaks	
C-99	L-Q1B	24"	5% Sand & Debris	No
100	Lake	24"	5% Sand & Debris	No
			Palmetto Grove	
C-101	Curb	36"	30% Sand & Debris	Yes
C-102	Curb	36"	40% Sand & Debris	Yes
C-103	L-W1	36"	70% Sand & Debris	Yes
C-104	L-W3	36"	Clean	
			Sabal Point	
C-105	Curb	42"	30% Sand & Debris	Yes
C-106	Curb	42"		
C-107	L-W3	42"		
C-108	L-W4	42"	5% Sand & Debris	No
			Citrus Creek	
C-109	L-X	24"	Clean	No
C-110	L-T2	24"	Clean	No
			Verandah Blvd	
C-111	Curb	42"	40% Sand & Debris	Yes
C-112	Curb	42"	30% Sand & Debris	Yes
C-113	L-T2	42"	Clean	No
C-114	L-S2	42"	25% Sand & Debris	Yes
C-58A	L-AA2	24"	10% Sand & Debris	No
C-58B	Box	24"	10% Sand & Debris Heavy Veg	Yes

Structure #	Structure Type	Pipe Size	Condition 2024	Recommend Cleaning
C-109A	Curb	36"	25% Sand & Derbis	Yes
C-109B	Curb	36"	25% Sand & Debris	Yes
C-110A	L-W4-CS	36"	5% Sand & Debris	No
C-110B	L-TZ	36"	Clean	No
C-114	3 Pipes	7	3 Pipes goes to Buckinham Road Clean	No
C-95A	L-S3	36"	Clean	No
C-96A	L-S1	36"	Clean	No
				_

2024 Inspection

Structure #	Structure Type	Pipe Size	Condition 2024	Recommend Cleaning	
			Verandah Blvd		
C-115	Curb	36"	60% Sand & Debris	Yes	
C-116	Curb	36"	40%Sand & Debris	Yes	
C-117	Box	36"	Large Tree Branches Covering Box	Yes	
C-118	L-A2	36"	40%Sand & Debris	Yes	
			Cottonwood Blvd		
C-119	Curb	36"	25%Sand & Debris	Yes	
C-120	Curb	36"	25%Sand & Debris	Yes	
C-121	L-A2	36"	50%Sand & Debris	Yes	
C-122	L-A3A	36"	60%Sand & Debris	Yes	
C-123	Curb	18"-24"	70%Sand & Debris	Yes/ Vac Truck	
C-124	Curb	24"	25%Sand & Debris	Yes	
C-125	L-A2	24"	25%Sand & Debris	Yes	
			Frontage Rd		
C-126	Curb	18"	30%Sand & Debris	Yes/ Vac Truck	
C-127	Curb	18"	10%Sand & Debris	No	
C-128	Manhole	18"	Clean	No	
			Verandah Blvd		
C-129	Curb	24"	30%Sand & Debris	Yes/ Vac Truck	
C-130	Curb	24"	25%Sand & Debris	Yes/ Vac Truck	
CS-A3A	L-A3A	CS-24"	-24" Clean		
C-131	L-B	24"	Clean	No	
			Winding River Dr.		
C-132	Lake	30"	Clean	No	
CS-B	L-B	30"	Clean	No	
			Verandah Blvd		
C-133	L-B	30'	Clean	No	
C-134	Box	30"	100% Buried in the trees	Yes	
CS-A3B	L-A3B	30"	Clean	No	
			Bramble Cove Dr.		
C-135	Curb	42"	25%Sand & Debris	Yes	
C-136	Curb	42"	10%Sand & Debris	No	
C-137	L-A3B	42"	2" 25%Sand & Debris		
C-138	L-A6	42"	25%Sand & Debris Ye		
C-139	L-A6	36"	25%Sand & Debris	Yes	
C-140	L-A7	36"	Clean	No	

Structure #	Structure Type	Pipe Size	Condition 2024	Recommend Cleaning
			Shady	
C-141	Curb	36"	25% Sand & Debris	Yes
C-142	Curb	36"	25% Sand & Debris	Yes
C-143	L-A7	36"	10% Sand & Debris	No
C-144	L-A8	36"	Clean	
			Golf Course	
C-145	L-A6	42"	30% Sand & Debris	Yes
C-146	L-A5	42"	Clean	No
C-147	L-A4	42"	40% Sand & Debris	Yes
C-148	L-A5	42"	40% Sand & Debris	Yes
C-149	L-A5	42"	10% Sand & Debris	No
CS-G1	L-G1	42"	5% Sand & Derbris	No
WOS1	CS-G2		Clean	No
			Verandah Blvd	
C-150	Curb	24"	10% Sand & Debris	No
C-151	Curb	24"	25% Sand & Debris	Yes
C-152	L-A8	24"	5% Sand & Derbris	No
C-153	CS	24"	5% Sand & Derbris	No
			Golf Course	
C-154	L-H1	36"	5% Sand & Derbris	No
C-155	L-H3	36"	36" Clean	
C-156	L-H2	24" 50% Sand & Debris		Yes
C-157	L-H3	24"	Clean	No
			Cypress Marsh Dr	
CS-A8	L-A8	Marie Land	No Pipe/ Clean	No
C-158	WE1	12"	Clean	No
C-159	Curb	36"	10% Sand & Debris	No
C-160	Curb	36"	40% Sand & Debris	Yes
C-161	L-H6	36"	Clean	No
C-162	L-8HB	36"	Clean	No
			Verandah Blvd	
C-163	Curb	42"	40% Sand & Debris	Yes
C-164	Curb	42"	30% Sand & Debris	Yes
C-165	L-H8A	42"	25% Sand & Debris	Yes
C-166	Вох	42"	Clean	No
C-167	Curb	42"	30% Sand & Debris	Yes
C-168	Curb	42"	25% Sand & Debris	Yes
C-169	L-H8B	42"	Clean	No

				Recommend
Structure #	Structure Type	Pipe Size	Condition 2024	Cleaning
			Verandah Blvd	
C-170	L-H10	42"	Clean	No
			Golf Course	
C-171	L-H4	36"	70% Sand & Debris	
C-172	L-H3	36"	30% Sand & Debris	Yes
C-173	L-H5A	42"	70% Sand & Debris	Yes
C-174	L-H4	42"	70% Sand & Debris	Yes
C-175	L-H9	48"	10% Sand & Debris	No
C-166A	L-H10	48"	Clean	No
C-166B	L-H10	42"	5% Sand & Debris	No
			Sanctuary Point	
C-176	Curb	48"	50% Sand & Debris	Yes
C-177	Curb	48"	60% Sand & Debris	Yes
C-178	L-H9	48"	30% Sand & Debris	Yes
C-179	Box	48"-54"	70% Sand & Debris	Yes
C-180	L-H11	54"	90% Sand & Debris	Yes
			Golf Course	
C-181	L-H13	48"	Clean	No
C-182	L-H11	48"	10% Sand & Debris	No
C-183	L-H11	42"	60% Sand & Debris	Yes
C-184	L-H12	42"	42" 70% Sand & Debris	
C-185	L-H5A	36"	36" 50% Sand & Debris	
C-186	L-H5	36"	36" 25% Sand & Debris	
C-187	L-H5	42"	Clean	
C-188	L-H13	42"	25% Sand & Debris Y	
C-189	L-H13	42"	30% Sand & Debris	Yes
C-190	L-H-14	42"	10% Sand & Debris	No
CS-K	L-K2	24"	Clean	No
C-191	L-H5	24"	10% Sand & Debris	No
	100		Maintenance	
C-192	L-G1	24"	Clean	No
C-193	L-G1A	24"	Clean	No
C-194	L-G1A	24"	10% Sand & Debris	No
C-195	Вох	24"	50% Sand & Debris	Yes/ Vac Truck
C-196	Box	30"-24"	40% Sand & debris	Yes/ Vac Truck
C-197	Box	30"	25% Sand & Debris	Yes/ Vac Truck

2024 Inspection

				Recommend
Structure #	Structure Type	Pipe Size	Condition 2024	Cleaning
			Golf Course	
C-198	L-K1	42"	10% Sand & Debris	No
C-199	L-K2	42"	Clean	No
C-200	L-K1	36"	10% Sand & Debris	No
C-201	L-Q1B	36"	5% Sand & Debris	No
C-202	L-E1A	36"	10% Sand & Debris	No
C-203	L-E1	36"	5% Sand & Debris	No
C-204	L-E1	36"	5% Sand & Debris	No
C-205	Manhole	36"	5% Sand & Debris	No
CS-E1	L-E1	36"	Clean	No
C-206	Manhole	36"	25% Sand & Debris	Yes
CS-E2	L-E2	36"	10% Sand & Debris	No
C-207	Box	24"	Clean	No
CS-H8	24"	25"	Clean	No
			Hammock Creek Way	
C-208	Manhole	30"	Clean	No
C-209	Manhole	30"	Clean	No
C-210	River	30"	Clean	No
CS-F	L-F	30"	Clean	No
			Green Area/Golf course	
C-211	L-F1	24"	10% Sand & Debris	No
C-212	L-F1A	24"	24" 15% Sand & Debris	
C-213	L-F1A	24"	24" Clean	
CS-M	Wos2	24"	24" 10% Sand & Debris	
CS-F1	L-F1A	24"	15% Sand & Debris	No
C-214	WOS2	24"	5% Sand & Debris	No
C-215	L-F1	30"	60% Sand & Deberis	Yes
CS-P5	L-P5	30"	10% Sand & Debris	No
			River Village Way	
C-216	L-E2	36"	Clean	No
C-217	Manhole	36"	10% Sand & Debris	No
C-218	Box	36"	10% Sand & Debris	No
CS-L	L-L	36"	15% Sand & Debris	No
			Mossy Oak Dr	
C-219	Curb	24"	15% Sand & Debris	No
C-220	Curb	24"	10% Sand & Debris	No
C-221	L-P5	24"	5% Sand & Debris	No
C-222	L-P4	24"	10% Sand & Debris	No
C-223	Curb	18"	Clean	No

				Recommend
Structure #	Structure Type	Pipe Size	Condition 2024	Cleaning
			Mossy Oak Dr.	No
C-224	Curb	18"	10% Sand & Debris	
C-225	L-P4	18"		
CS-P4	L-P4	36"	Clean	No
			River Point	
C-226	Curb	42"	5% Sand & Debris	No
C-227	Curb	42"	5% Sand & Debris	No
C-228	L-P4	42"	10% Sand & Debris	No
C-229	L-P3	42"	Clean	No
			Golf Course	
C-230	L-P3	15"	Clean	No
C-231	Manhole	15"	Clean	No
C-232	Manhole	15"	Clean	No
C-234	L-P1	15"	Clean	No
C-235	L-P3	42"	Clean	No
C-236	L-P2	42"	5% Sand & Debris	No
	The second second		River Bluff Ct	
C-237	Curb	18"-24"	10% Sand & Debris	No
C-238	Curb	24"-18"	10% Sand & Debris	No
C-239	UCOS2	24"	10% Sand & Debris	No
C-240	UCOS2	24"	24" Clean	
CS-P1	L-P	24"	Clean	No
			PebbleBrook Point Cir	
C-241	Curb	42"	10% Sand & Debris	No
C-242	Curb	42"	10% Sand & Debris	
C-243	Box	42"	25% Sand & Debris	Yes
C-244	L-P1	42"	Clean	No
C-245	Box	24"-42"	Clean	No
C-246	Box	24"	Clean	No
CS-T	L-T1	42"	Clean	No
			LakeView Isle Ct	
C-247	Curb	24"	25% Sand & Debris	Yes
C-248	Curb	24"	25% Sand & Debris	Yes
C-249	L-T3	24"	Clean	No
C-250	L-T1	24"	5% Sand & Debris	No
C-251	Curb	54"	25% Sand & Debris	Yes
C-252	Curb	54"	50% Sand & Debris	Yes
C-253	L-T1	54"	Clean	No
C-254	L-T2	54"	Clean	No

Verandah WEST CDD Storm Water System 2024 Inspection

Structure #	Structure Type	Pipe Size	Condition 2024	Recommend Cleaning
			LakeView Isle Ct	
C-255	Arch		Clean	No
C-256	Arch		Clean	No

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

6

M.R.I Construction Inc.



5570 Zip Dr. Fort Myers, FL. 33905 239-984-5241 Office 239-236-1234 Fax mriunderground@gmail.com

Date		Proposal #	
4/18/2024	\mathcal{X}	462	\supset

CGC -1507963

Scope of Work

118683.00

Lake - H12

Customer

Verandah West CDD c/o Wrathell, Hunt & Assoc., LLC. 9220 Bonita Bch Rd., #214 Bonita Springs, FL 34135

Proposal

Description Cost

Total proposed cost to rehabilitate approximately 465' perimeter of lake bank restoration at Lake #H12 in Verandah Lakes West. We will utilize our construction crew and heavy equipment to include the excavator and/or skidsteer to bring lake bank up to a 4 to 1 slope. This will include approximately 85 loads of fill dirt & 4' Enkamat & 4' Floratam Sod to control . This price includes all labor, material & equipment needed to complete this job. Any work completed outside the scope of this proposal will result in additional charges. ***Landscaping of any kind is excluded. MRI Construction, Inc., can not be held responsible for unseen situations or acts of mother nature.

Propex Landlok 450 TRM has a design life up to 10-years in the exposed condition (unvegetated). We will provide a 10 year warranty on this product which is expected to last much longer as it will not be exposed.

Please Know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total Cost:

\$118,683.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. We will not be responsible for any unforeseen incidents when we dewater any System due to unforeseen Things. Also if we incurr in cap rock or heavy digging that could not be seen prior to excavating. This proposal does not include replacing any landscaping (grass, trees, shrubs, etc.) unless otherwise noted. All jobsites will be left clean.

Authorized Signature

Mike Radford President

ALL INVOICES ARE DUE WITHIN 30 DAYS IF NOT THERE IS A 10% LATE FEE ADDED TO ALL INVOICES

Signature	
Printed Name	
Date of Acceptance	

THIS INSTRUMENT PREPARED BY:

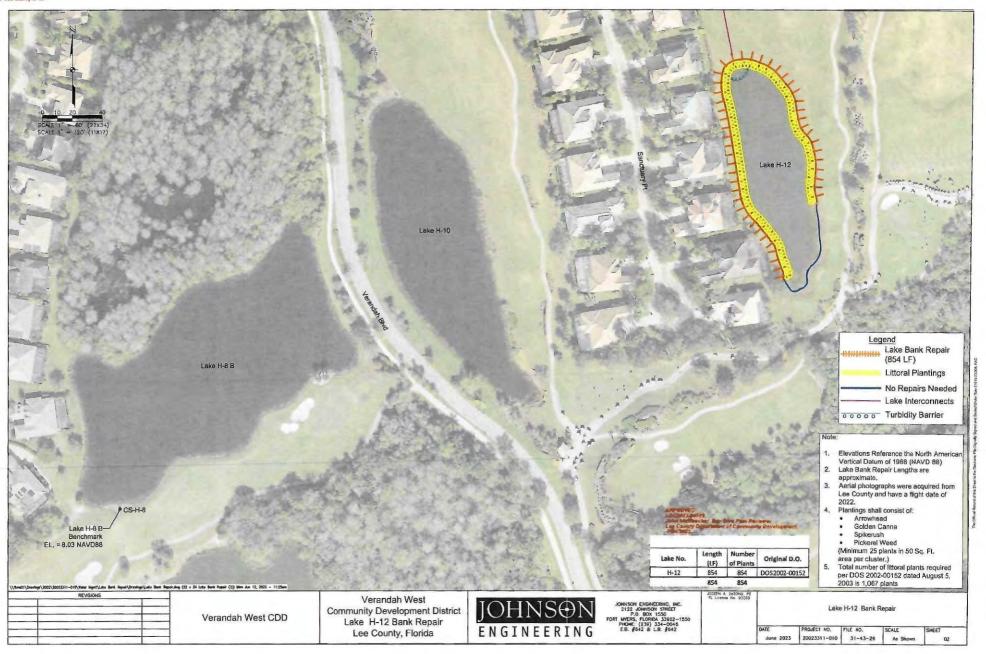
Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, FL 33901

Lake Maintenance Plan For Verandah West Community Development District

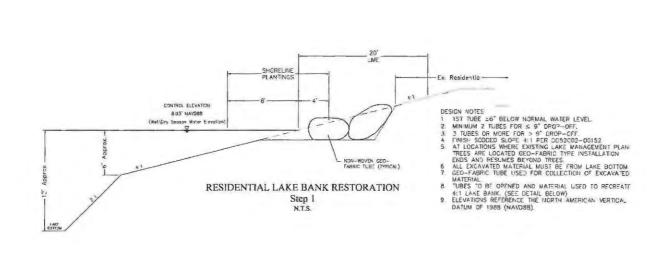
This Lake Maintenance Plan, hereinafter referred to as the "Plan", is created this _____ day of ______, 2023 by Verandah West Community Development District (hereafter referred to as "CDD"), a Florida Statute Chapter 190 government entity, whose address is c/o Chuck Adams, Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. The CDD intends this Plan to provide guidelines and direction to the property owners, maintenance contractors and other persons conducting work on or in the lake bank slopes as follows:

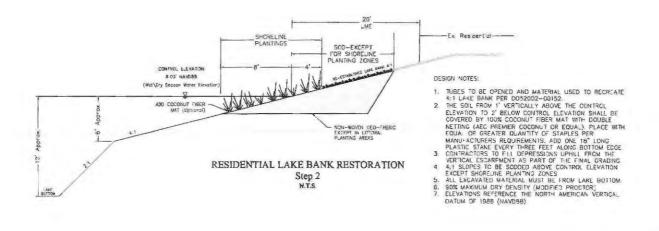
Introduction

- The County has duly adopted its Land Development Code (LDC), which, in Section 10-329, establishes the need to develop a Lake Maintenance Plan which will provide for the long term maintenance of the lake and lake-shoreline areas and provide for the public's health and safety, preservation of property and enhancement of water quality.
- 2. The CDD is the grantee of a Lake Maintenance Easement and is responsible for lake maintenance on the property commonly described as Verandah West, which is more specifically described as Verandah Unit One according to the plat thereof, recorded in Plat Book 74, pages 31-50, of the Public Records of Lee County, Florida, hereinafter referred to as the "Property"; and
- 3. The CDD has applied for a local Development Order #LDO-2022-00589 pertaining to the above-described Property to obtain approval for lake bank restoration on the Property; and
- 4. Pursuant to Lee County Land Development Code Chapter 10-329, the County has agreed to approve the CDD's development order request with the condition that the CDD develops a Lake Maintenance Plan so as to achieve reasonable continuing compliance with the County regulations pertaining to lake slopes and littoral planting requirements.



LD02022-00589 Lee County ePlan





LD0202-06589
John Mahilbacker, Dev Srva Plan Reviewer
Lee County Department of Community Development
7/24/2023

ingo\2002\2002\3111-010\Winter Majori\Lake Gord: Republ\Drawings\Lake Book Repair.dog (Section 22 x 34) Man Jun 12, 2023 - 1125cm

Verandah West CDD

Verandah West Community Development District Lake H-12 Bank Repair Lee County, Florida



JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET P.O. BOX 1550 FORT INVERS, FLORIOA 33902-1550 PHONE (239) 334-0046 E.B. #642 & L.B. #642

PH A, DeBONO PE Scelas No 03789						
	Sections					
	DATE	PROJECT NO.	FRE NO.	SCALE	SHEET	
	June 2023	20023311-010	31-43-26	As Shown	.03	



BOARD OF COUNTY COMMISSIONERS

Kevin Ruane District One

Cecil L. Pendergrass

District Two

July 24, 2023

Brent Burford

Johnson Engineering, Inc.

2122 Johnson Street

Fort Myers, FL 33902

Ray Sandelli District Three

Brian Hamman

District Four

Mike Greenweii District Five

Roger Designais County Manager Richard Wesch

County Attorney Donna Marie Collins County Hearing Examiner

RF:

Verandah West CDD Lake H12

LDO2022-00589

Type D Limited Review

Dear Brent Burford:

Your plans for the above-referenced project have been reviewed and approved for a Development Order with stipulation(s). The Development Order is granted for the following:

Writer's Direct Dial Number: 239-533-8892

Single-phase construction of repairs and stabilization of eroded lake banks, in conformance with the sufficient plans.

This approval does not relieve the development from the responsibility to obtain all other necessary Federal, State and local permits.

THIS DEVELOPMENT ORDER WILL BE VALID FOR A PERIOD OF SIX (6) YEARS AND IS SCHEDULED TO EXPIRE ON 7/24/2029.

Johnson Engineering, Inc. Verandah West CDD Lake H12 LDO2022-00589 July 24, 2023

Approval is subject to the following stipulation(s) and/or comment(s):

Development Services Comments:

Note: Stipulation numbering/lettering is for staff reference only and may not be sequential.

LC DOS General/Submittal Checklist

- 2) STIPULATION: Prior to issuance of a Certificate of Compliance for the project, or any phase of the project proposed herein, the property, with exception to improvements permitted under this development order, must be in compliance with DOS2002-00152, as the existing development orders relate to this subject property or additional development order or revision to this development order will be required per LCLDC Section 10-7(f), and 10-183.
- 26) STIPULATION: Prior to Final Inspection for a Certificate of Compliance and issuance of a Certificate of Compliance, respectively, for the project proposed herein, provide a list of all of local, state, and federal permits which must be obtained and demonstrate that all of local, state, and federal permits required to construct the site of this development have been obtained and finaled per LCLDC Section 10-114(2), 10-153(6), and 10-183.
- 32) STIPULATION: A dewater plan was not provided. Dewatering is not authorized by this development order. Prior to commencement of construction of any portion of the work covered by the development order associated with dewatering an amendment or modification to this development order must be secured, this amendment or modification must be approved prior to commencement of any portion of the work covered by the amendment or modification per LCLDC Section 10-329(c)(5).

LC DOS Stormwater Management Requirements Checklist

15c) STIPULATION: Prior to issuance of a Certificate of Compliance for the project, or any phase of the project proposed herein, subject to placement of fill to create lake bank slopes, a geotechnical report from a geotechnical engineer certifying that the embankment was placed and compacted to its full thickness to obtain a minimum of 95 percent of the maximum dry density (modified Proctor) for embankments that will support structures, and 90 percent of maximum dry density (modified Proctor) for other embankments in accord with ASTM D1557 per LCLDC Section 10-329(d)(4).

26) STIPULATION: Prior to issuance of a Certificate of Compliance for the project, or any phase of the project proposed herein, demonstrate that the approved Lake Maintenance Plan (LMP) has been recorded in the Lee County Land Records per LCLDC Section 10-329(d)(5).

Please contact John P Mahlbacher at JMahlbacher@leegov.com or by calling 239-533-8892 with any questions regarding the above review comments.

Environmental Comments:

STIPULATION: Prior to the issuance of a Certificate of Compliance (CC), lake H12 must have a total of 1,067 littoral plants in healthy and vigorous condition.

Please contact Abby B Henderson at AHenderson@leegov.com or by calling 239-533-8305 with any questions regarding the above review comments.

If you have any questions concerning this matter, please contact this office.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT Development Services Section

Electronically signed on 7/24/2023 by Ohdet Kleinmann, Interim Development Services Manager Lee County Development Services

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

CONTRACT VERANDAH EAST & WEST CDD'S

LAKE & WETLAND MAINTENANCE

THIS AGREEMENT (the "Agreement"), made and entered into this 1st day of June, 2023 by and between Crosscreek Environmental, Inc (hereinafter referred to as "Contractor") with an address of 111 61st St E, Palmetto, FL 34221 and the Verandah East Community Development District & Verandah West Community Development District, each 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 singularly each "District") and together the "Districts")

WHEREAS, the Districts 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, <u>Contractor</u> has represented to the Districts that <u>Contractor</u> 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, <u>Contractor</u> has represented to the <u>Districts</u> that <u>Contractor</u> 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 <u>Contractor</u> and the Districts agree as follows:

- 1. The above and foregoing are true and correct.
- 2. <u>Contractor</u> will maintain the lakes and wetlands (as denoted above and on the attached Exhibit A (Map); Exhibit B (Detailed Specifications).
- 3. Districts agree to pay <u>Contractor</u>; per month in compliance with this Agreement to the satisfaction of the Districts, up to a maximum total cost of <u>\$ 124,064,00</u> per year for the entire project. The Districts shall pay within 30 days of completion of the prior month in accordance with the specifications of the contract.
- 4. Exhibit [proposal exhibit] of the Agreement is hereby supplemented to provide for the addition of fuel surcharges as described in more detail in the attached Exhibit A [this would be a fuel surcharge provided by Contractor]. The addition of fuel surcharges will be effective beginning June 1, 2023 and may be renewed for thirty (30) day increments upon approval by the District and subject to termination at any time by the District or at such time that fuel

prices fall to the average price of [date of execution of Agreement or other designated date] per gallon in the Lee County, Florida area.

- 5. <u>Contractor</u> will provide all material, equipment, supplies, and labor necessary to maintain the lakes and wetlands within the Districts.
- 6. Within three (3) days of the date of execution of this Agreement, and prior to the issuance of a Notice To Proceed, <u>Contractor</u> 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 <u>Contractor</u> during the duration of this Agreement. There shall be a thirty (30) day written notification to the District in advance of any event of cancellation or modification of any insurance coverage. The Districts shall be listed as the Certificate Holder and included as an Additional Insured on the Comprehensive General Liability Policy, and <u>Contractor</u> shall have the insurance carriers deliver copies of such Certificate(s) to the District.

- 7. This Agreement and work may not be assigned by <u>Contractor</u> without the express prior written approval of the Districts, which approval may be withheld in the sole discretion of either of the Districts.
- 8. Either District shall have the right to unilaterally cancel the Agreement for refusal by <u>Contractor</u> 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 Districts in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the Districts 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 Districts all public records in possession of <u>Contractor</u> upon termination of the Agreement 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 <u>GILLYARDD@WHHASSOCIATES.COM</u> OR BY MAIL AT 2300 GLADES ROAD SUITE 410W, BOCA RATON, FL 33431.
- Contractor shall be responsible to apply for, obtain and pay for all permits or development orders necessary to begin and perform the work. <u>Contractor</u> shall perform all work in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.
- 10. The Districts performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the District.
- 11. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Either District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Districts upon request.

In the event that either District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from either District. Further, absent such notification from either District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

- By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

 12. 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.
 - 13. <u>Contractor</u> shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S.
 - 14. <u>Contractor</u> warrants and certifies to the District that neither Contractor nor any affiliate of <u>Contractor</u> have been convicted of a public entity crime as such is defined in Section 287.133, F.S.
 - 15. 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.
 - 16. Contractor agrees to defend, indemnify, and hold harmless the Districts and their officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against either District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for either District's percentage of fault if such District is

adjudged to be more than 50% at fault for any claims against such District and Contractor as jointly liable parties; however, Contractor shall indemnify such District for any and all percentage of fault attributable to Contractor for claims against such District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. 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, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against either District.

17. TERMS OF AGREEMENT

The Agreement shall be for a period of twelve (12) months with an option to renew for an additional twelve (12) months by the District, commencing <u>June 1</u>, <u>2023</u>. The Agreement shall terminate on <u>May 31, 2024</u>. Each District reserves the right to cancel this Agreement 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 Agreement is in the sum of \$ 124.064.00 for the first twelve (12) month period.

The aggregate amount of proposal(s) within the Agreement is in the sum of \$ 124.064.00 _____ for the second twelve (12) month period.

The Districts reserve the right to terminate the Agreement in accordance with the following provisions:

TERMINATION- The performance of the work under this Agreement may be terminated by either of the Districts in such 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 Districts shall determine that such termination is necessary. Any such termination shall be provided by delivery to the Contractor of a notice of termination specifying the extent to which performance of the work under the Agreement 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 Agreement 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 Agreement 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 of 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 Districts, in the manner, at the times, and to the extent, if any, directed by the Districts, 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 Districts may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the Districts has or may acquire an interest.
- h. Deliver to the Districts 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 Districts 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 Districts. No claim will be allowed for any expense incurred by Contractor after the effective date of the 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 Districts 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 Agreement 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 Agreement price as reduced by the amount of payments otherwise made and as for further reduced by the Agreement price of work not terminated. Except for normal spoilage, and except to the extent that the Districts 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 Districts, 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 Districts 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 Districts.

Should the Contractor desire to give notice to the Districts, 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:	Crosscreek Environmental, Inc.
Address:	111 61st St E, Palmetto, FL 34221
Telephone:	941-479-7811
SS#/Tax ID:	20-8414663

FOR DISTRICT:

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

- 18. Venue and jurisdiction for any litigation arising out of this Agreement shall be in the state court of appropriate jurisdiction in Lee County, Florida.
- **19.** Compliance with Section 20.055, Florida Statutes. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- 20. Scrutinized Companies Statement. Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, either District may immediately terminate this Agreement.

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 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: ada	By: DATA.
Cleo Adams; Secretary	(a) David Moore; Chairman
Attest:	VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS
By: Cleo Adams; Secretary	By: Jeffrey Jordan; Chairman
Signed, sealed and witnessed in the	As to Contractor:
presence of:	A - ()
By: Allix	ву:
	Its: Regional Manager

EXHIBIT "A1"

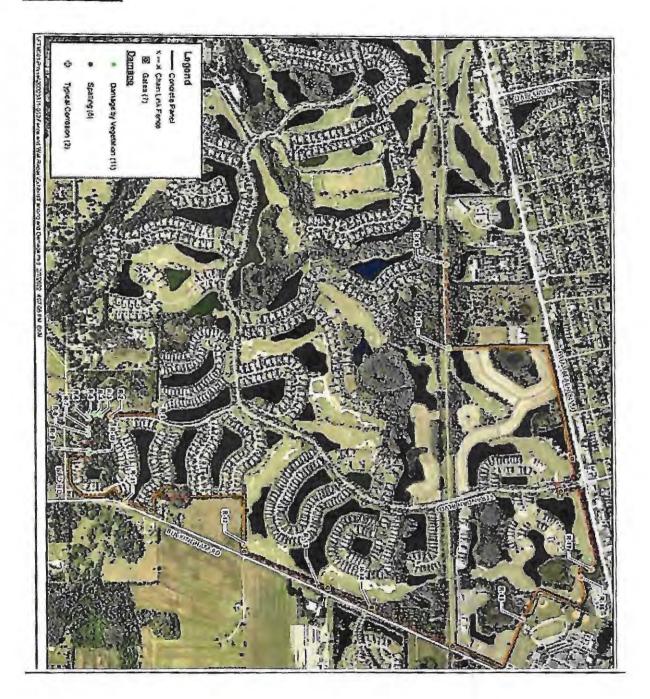




EXHIBIT "B"

DETAILED SPECIFICATIONS

6.01 <u>SCOPE OF WORK</u> - 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. <u>DETAILED SPECIFICATIONS</u>

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, Thalia 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 ensure the success
 of the Aquatic Weed Control Program. The Contractor shall make such additional site visits
 as required by the District to treat the Districts' 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 Melaleuca, 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 1 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 and wetland prairies at a
 minimum of two times per year and/or as maybe required to ensure compliance with permit,
 permit monitoring reporting and sound aesthetic management. Special care should be taken to
 ensure that control measures do not disrupt the plant cover and diversity of adjacent
 mitigation areas, littoral shelves or vegetated pond banks.
- Special Requirements: The contractor is to maintain the conservation vegetation three feet from the perimeter wall/fencing located at the areas designated as RI-R9, R14, R15, R18 & R19 on the Exhibit A1 Map.

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.
- including a written report be provided to the District Manager. Additional cleanings will be billed at time and materials.
- Inspection and eleaning will be provided for all existing aeration systems.
- Two (2) 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 muffler 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
 will be billed separately.

4. 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 nonweedy 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.

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. 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.

7 Payment.

The Contractor will be paid within 45 days of receipt of invoice for work accomplished to the time 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.

8. 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.

9. 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.

10. Inspection.

The work will be conducted under the direction of the District and is subject to inspection by his appointed inspectors to ensure 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.

11. Acceptance of Finished Work.

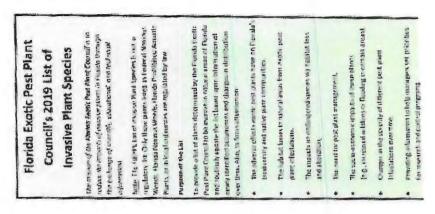
As needed, the District will make final inspection of the work covered by this contract when it is completed monthly.

12. 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.

13. 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.



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VERANDAH EAST & WEST COMMUNITY DEVELOPMENT DISTRICT'S

Fixed Structure Inspection Form no be filled out for each structure regardless of findings

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Maintenance of Water Management Areas Aquatic Management Bid Schedule Sheet 1 of 6

6/1/2023. Revised 5.18.23

1-Jun-24

		1 st Year		i odii	2 nd Year
Description	I.D. #	Price	Description	I.D. #	Price
Lake	L-A1	\$ 270.00	Lake	L-A1	\$ 270.00
Lake	L-A2	\$ 1,021.00	Lake	L-A2	\$ 1,021.00
Lake	L-A3A	\$ 496.00	Lake	L-A3A	\$ 496.00
Lake	L-A3B	\$ 761.00	Lake	L-A3B	\$ 761.00
Lake	L-A4	\$ 891.00	Lake	L-A4	\$ 891.00
Lake	L-A5	\$ 990.00	Lake	L-A5	\$ 990.00
Lake	L-A6	\$ 662.00	Lake	L-A6	\$ 662.00
Lake	L-A7	\$ 1,056.00	Lake	L-A7	\$ 1,056.00
Lake	L-A8	\$ 990.00	Lake	L-A8	\$ 990.00
Lake	L-B	\$ 960.00	Lake	L-B	\$ 960.00
Lake	L-B1	\$ 738.00	Lake	L-B1	\$ 738.00
Lake	L-E1	\$ 704.00	Lake	L-E1	\$ 704.00
Lake	L-E1A	\$ 100.00	Lake	L-E1A	\$ 100.00
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Lake	L-G1A	\$ 396.00	Lake	L-G1A	\$ 396.00
Lake	L-H1	\$ 1,022.00	Lake	L-H1	\$ 1,022.00
Lake	L-H2	\$ 761.00	-	L-H2	\$ 761.00
Lake	L-H3	\$ 1,349.00	Lake	L-H3	\$ 1,349.00
Lake	L-H4	\$ 1,091.00	Lake	L-H4	\$ 1,091.00
Lake	L-H5	\$ 428.00	Lake	L-H5	\$ 428.00
Lake	L-H5A	\$ 428.00	Lake	L-H5A	\$ 428.00
Lake	L-H6	\$ 1,023.00	Lake	L-H6	\$ 1,023.00
Lake	L-H7	\$ 547.00	Lake	L-H7	\$ 547.00
Lake	L-H8A	\$ 726.00	Lake	L-H8A	\$ 726.00
Lake	L-H8B	\$ 1,022.00	Lake	L-H8B	\$ 1,022.00
Lake	L-H9	\$ 365.00	Lake	L-H9	\$ 365.00
Lake	L-H10	\$ 820.00	Lake	L-H10	\$ 820.00
Lake	L-H11	\$ 297.00	Lake	L-H11	\$ 297.00
Lake	L-H12	\$ 428.00		L-H12	\$ 428.00
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Lake	L-K2	\$ 1,091.00		L-K2	\$ 1,091.00
Lake	L-L	\$ 1,846.00		L-L	\$ 1,091.00 \$ 1,846.00 \$ 1,091.00
Lake	L-N	\$ 1,091.00	-1	L-N	
Lake	L-O	\$1,352.00	→	L-O	\$ 1,352.0
Lake	L-P1	\$ 1,316.00	Lake	L-P1	\$1,316.00

Maintenance of Water Management Areas

Aquatic Management Bid Schedule Sheet 2 of 6

1-Jun-23		1 st Year	o oneer 2 or o	1-Jun-24	1 2 nd Vaar
Description	ID#	Price	Description	ID#	1 2 nd Year Price
Lake	L-P2	\$ 1,056.00	Lake	L-P2	\$ 1,056.00
Lake	L-P3	\$ 1,253.00	Lake	L-P3	\$ 1,253.00
Lake	L-P4	\$ 3,596.00	Lake	L-P4	\$ 3,596.00
Lake	L-5	\$ 662.00	Lake	L-5	\$ 662.00
Lake	L-Q1A	\$ 1,052.00	Lake	L-Q1A	\$ 1,052.00
Lake	L-Q1B	\$ 1,153.00	Lake	L-Q1B	\$ 1,153.00
Lake	L-Q2A	\$ 134.00	Lake	L-Q2A	\$ 134.00
Lake	L-Q2B	\$ 130.00	Lake	L-Q2B	\$ 130.00
Lake	L-R2	\$ 1,155.00	Lake	L-R2	\$ 1,155.00
Lake	L-R1A	\$ 1,434.00	Lake	L-R1A	\$ 1,434.00
Lake	L-R1B	\$ 595.00	Lake	L-R1B	\$ 595.00
Lake	R2A	\$ 128.00	Lake	R2A	\$ 128.00
Lake	L-S1	\$ 1,222.00	Lake	L-S1	\$ 1,222.00
Lake	L-S2	\$ 1,153.00	Lake	L-S2	\$ 1,153.00
Lake	L-S3	\$ 793.00	Lake	L-S3	\$ 793.00
Lake	L-S4	\$ 396.00	Lake	L-S4	\$ 396.00
Lake	L-S5	\$ 496.00	Lake	L-S5	\$ 496.00
Lake	L-T1	\$ 1,006.00	Lake	L-T1	\$ 1,006.00
Lake	L-T2	\$ 1,518.00	Lake	L-T2	\$ 1,518.00
Lake	L-T3	\$ 464.00	Lake	L-T3	\$ 464.00
Lake	L-U1	\$ 165.00	Lake	L-U1	\$ 165.00
Lake	L-U2	\$ 825.00	Lake	L-U2	\$ 825.00
Lake	_ L-U3	\$ 864.00	Lake	L-U3	\$ 864.00
Lake	L-U3A	\$ 627.00	Lake	L-U3A	\$ 627.00
Lake	L-U4	\$ 396.00	Lake	L-U4	\$ 396.00
Lake "A"	L~U5	\$ 1,384.00	Lake "A"	L-U5	\$ 1,384.00
Lake	L-W1	\$ 330.00	Lake	L-W1	\$ 330.00
Lake	L-W2	\$ 1,222.00	Lake	L-W2	\$ 1,222.00
Lake	L-W3	\$ 1,351,00	Lake	L-W3	\$ 1,351.00
Lake	L-W4	\$ 1,244.00	Lake	L-W4	\$ 1,244.00
Lake	L-X	\$ 1,384.00	Lake	L-X	\$ 1,384.00
Lake	L-Y1	\$ 396.00	Lake	L-Y1	\$ 396.00
Lake	L-Z1	\$ 1,350.00	Lake	L - Z1	\$ 1,350.00
Lake	L-Z2A	\$ 464.00	Lake	L-Z2A	\$ 464.00
Lake	L-Z2B	\$ 627.00	Lake	L-Z2B	\$ 627.00

Maintenance of Water Management Areas Aquatic Management

Bid Schedule Sheet 3 of 6

			Ria Scheani	e Sheet 3 of 6			
1-Jun-23					6/1/2024		
Description:	ID#		1 st Year	Description:	ID#		2 nd Year
			Price				Price
Lake	L-Z2C	\$	214.00	Lake	L-Z2C	\$	214.00
Lake	L-Z3	\$	627.00	Lake	L-Z3	\$	627.00
Lake	L-Z4	\$	1,268.00	Lake	L- <u>Z</u> 4	\$	1,268.00
Lake	L-ZAA1	\$	1,121.00	Lake	L-ZAA1	\$	1,121.00
Lake	L-AA2	\$	464.00	Lake	L-AA2	\$	464.00
Lake	L-BB1	\$	593.00	Lake	L-BB1	\$	593.00
Lake	L-BB2	\$	2,826.00	Lake	L-BB2	\$	2,826.00
Lake	L-BB3	\$_	1,320.00	Lake	L-BB3	\$	1,320.00
Lake "A"	LBB4	\$	627.00	Lake "A"	LBB4	\$	627.00
[Lakes Subtotal	\$	76,302.00]]	Lakes Subtotal	\$	76,302.00
Wetland	WA1	\$	1,629.00	Wetland	WA1	\$	1,629.00
Wetland	WE1	\$	849.00	Wetland	WE1	\$	849.00
Wetland	WE2	\$	394.00	Wetland	WE2	\$	394.00
Wetland	WE3	\$	40.00	Wetland	WE3	\$	40.00
Wetland	WE4	\$_	100.00	Wetland	WE4	\$	100.00
Wetland	WE5	\$	35.00	Wetland	WE5	\$	35.00
Wetland	WE6	\$	728.00	Wetland	WE6	\$	728.00
Wetland	WE7	\$	20.00	Wetland	WE7	\$	20.00
Wetland	WE8	\$	1,270.00	Wetland	WE8	\$	1,270.00
Wetland	WH1	\$	1,024.00	Wetland	WH1	\$	1,024.00
Wetland	WH2	\$	1,085.00	Wetland	WH2	\$	1,085.00
Wetland	WH3	\$	52.00	Wetland	WH3	\$	52.00
Wetland	WL1	\$	1,142.00	Wetland	WL1	\$	1,142.00
Wetland	WL2	\$	1,850.00	Wetland	WL2	\$	1,850.00
Wetland	WN1	\$	394.00	Wetland	WN1	\$	394.00
Wetland	WOS1	\$	148.00	Wetland	WOS1	\$_	148.00
Wetland	WOS2	\$	82.00	Wetland	WOS2	\$	82.00
Wetland	WOS3	\$	108.00	Wetland	WOS3	\$	108.00
Wetland	WOS4	\$	110.00	Wetland	WOS4	\$	110.00
Wetland	WQ1	\$	1,295.00	Wetland	WQ1	\$	1,295.00
Wetland	WQ2A	\$	216.00	Wetland	WQ2A	\$	216.00
Wetland	WQ2B	\$	100.00	Wetland	WQ2B	\$	100.00
Wetland	WQ2C	\$	118.00	Wetland	WQ2C	\$_	118.00
Wetland	WR1	\$	256.00	Wetland	WR1	\$_	256.00
Wetland	WR1A	\$	256.00	Wetland	WR1A	\$_	256.00
Wetland	WR1B	\$	1,470.00	Wetland	WR1B	\$_	1,470.00

Maintenance of Water Management Areas Aquatic Management Bid Schedule Sheet 4 of 6

1-Jun-23				6/1/2024		
Description:	ID#	1 st Year	Description:		2 n	ıd Year
		Price			1	Price
Wetland	WR1C	\$ 1,020.00	Wetland	WR1C	\$	1,020.00
Wetland	WR2	\$ 295.00	Wetland	WR2	\$	295.00
Wetland	WU1	\$ 1,163.00	Wetland	WU1	\$	1,163.00
Wetland	WU3	\$ 571.00	Wetland	WU3	\$	571.00
Wetland	WU5A	\$ 275.00	Wetland	WU5A	\$	275.00
Wetland	W4	\$ 153.00	Wetland	W4	\$	153.00
Wetland	WY1	\$ 886.00	Wetland	WY1	\$	886.00
Wetland	WZ1	\$ 860.00	Wetland	WZ1	\$	860.00
Wetland	WZ2A	\$ 830.00	Wetland	WZ2A	\$	830.00
Wetland	WZ2B	\$ 684.00	Wetland	WZ2B	\$	684.00
Wetland	WZ3	\$ 1,144.00	Wetland	WZ3	\$	1,144.00
Wetland	WAA1	\$ 169.00	Wetland	WAA1	\$	169.00
Wetland	WAA2	\$ 138.00	Wetland	WAA2	\$	138.00
Wetland	WAA3	\$ 60.00	Wetland	WAA3	\$	60.00
Wetland	WAA4	\$ 768.00	Wetland	WAA4	\$	768.00
Wetland	WAA5	\$ 108.00	Wetland	WAA5	\$	108.00
			4 .		•	
[7]	Vetland Subtotal	\$ 23,898.00]	Wetland Subtotal	\$	23,898.00
Conservation	Wetland Subtotal UCA1	\$ 23,898.00 \$ 151.00	Conservation	Wetland Subtotal		
_			Conservation Conservation	Wetland Subtotal UCA1	\$	23,898.00
Conservation	UCA1	\$ 151.00 \$ 435.00 \$ 108.00	-	Wetland Subtotal UCA1 UCA2	\$	23,898.00 151.00
Conservation Conservation	UCA1 UCA2	\$ 151.00 \$ 435.00	Conservation	Wetland Subtotal UCA1 UCA2 UCA3	\$ \$ \$	23,898.00 151.00 435.00
Conservation Conservation Conservation	UCA1 UCA2 UCA3	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00	Conservation Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4	\$ \$ \$	23,898.00 151.00 435.00 108.00
Conservation Conservation Conservation Conservation	UCA1 UCA2 UCA3 UCA4	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00	Conservation Conservation Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5	\$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00
Conservation Conservation Conservation Conservation Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00	Conservation Conservation Conservation Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1	\$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00
Conservation Conservation Conservation Conservation Conservation Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00	Conservation Conservation Conservation Conservation Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1	\$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00
Conservation Conservation Conservation Conservation Conservation Conservation Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00	Conservation Conservation Conservation Conservation Conservation Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2	\$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00
Conservation Conservation Conservation Conservation Conservation Conservation Conservation Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00 \$ 10.00	Conservation Conservation Conservation Conservation Conservation Conservation Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3	\$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00 2,020.00
Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00 \$ 10.00 \$ 788.00	Conservation Conservation Conservation Conservation Conservation Conservation Conservation Conservation Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00 2,020.00 197.00
Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00 \$ 10.00 \$ 788.00 \$ 4.00	Conservation Conservation Conservation Conservation Conservation Conservation Conservation Conservation Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00 2,020.00 197.00 10.00
Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00 \$ 10.00 \$ 788.00 \$ 4.00 \$ 20.00	Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00 2,020.00 197.00 10.00 788.00
Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6 UCE7 UCE8	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00 \$ 10.00 \$ 788.00 \$ 4.00 \$ 20.00	Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6 UCE7	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00 2,020.00 197.00 10.00 788.00 4.00
Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6 UCE7 UCE8 UCE9	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00 \$ 10.00 \$ 788.00 \$ 4.00 \$ 24.00	Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6 UCE7 UCE8 UCE9	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00 2,020.00 197.00 10.00 788.00 4.00 20.00
Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6 UCE7 UCE8 UCE9 UCH1	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00 \$ 10.00 \$ 788.00 \$ 4.00 \$ 24.00 \$ 4.00	Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6 UCE7 UCE8 UCE9	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00 2,020.00 197.00 10.00 788.00 4.00 20.00 24.00
Conservation	UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6 UCE7 UCE8 UCE9	\$ 151.00 \$ 435.00 \$ 108.00 \$ 167.00 \$ 86.00 \$ 141.00 \$ 985.00 \$ 2,020.00 \$ 197.00 \$ 10.00 \$ 788.00 \$ 4.00 \$ 24.00	Conservation	Wetland Subtotal UCA1 UCA2 UCA3 UCA4 UUCA5 UCB1 UCE1 UCE2 UCE3 UCE4 UCE5 UCE6 UCE7 UCE8 UCE9 UCH1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	23,898.00 151.00 435.00 108.00 167.00 86.00 141.00 985.00 2,020.00 197.00 10.00 788.00 4.00 20.00 24.00 4.00

Maintenance of Water Management Areas

Aquatic Management Bid Schedule Sheet 5 of 6

1-Jun-23	6/1/2024

1 5411 25				6/1/2024		
Description:	ID#	1 st Year Price	Description:	ID#	2	nd Year Price
Conservation	UCH4	\$ 16.0	O Conservation	UCH4	\$	16.00
Conservation	UCH5	\$ 55.0	-	UCH5	\$	55.00
Conservation	UCH6	\$ 20.0	-	UCH6	\$	20.00
Conservation	UCL1	\$ 181.0		UCL1	\$	181.00
Conservation	UCL2	\$ 512.0	┥	UCL2	\$	512.00
Conservation	UCL3	\$ 512.0		UCL3	\$	512.00
Conservation	UCL4	\$ 122.0	-	UCL4	\$	122.00
Conservation	UCL5	\$ 414.0	⊣	UCL5	\$	414.00
Conservation	UCN1	\$ 1,395.0	-	UCN1	\$	1,395.00
Conservation	UCOS1	\$ 197.0	=	UCOS1	\$	197.00
Conservation	UCOS2		Conservation	UCOS2	\$	2,283.00
Conservation	UCOS3	\$ 40.0		UCOS3	\$	40.00
Conservation	UCOS4	\$ 295.0	⊣	UCOS4	\$	295.00
Conservation	UCQ1	\$ 148.0	Conservation	UCQ1	\$	148.00
Conservation	UCQ2	\$ 236.0	Conservation	UCQ2	\$	236.00
Conservation	UCQ2A	\$ 2,217.00	Conservation	UCQ2A	\$	2,217.00
Conservation	UCQ3	\$ 42.0	Conservation	UCQ3	\$	42.00
Conservation	UCQ4	\$ 295.0	Conservation	UCQ4	\$	295.00
Conservation	UCR1	\$ 100.00	Conservation	UCR1	\$	100.00
Conservation	UCR1A	\$ 669.0	Conservation	UCR1A	\$	669.00
Conservation	UCR2	\$ 100.0	Conservation	UCR2	\$	100.00
Conservation	UCU1	\$ 354.0	Conservation	UCU1	\$	354.00
Conservation	UCU2	\$ 108.0	Conservation	UCU2	\$	108.00
Conservation	UCU3	\$ 100.0	Conservation	UCU3	\$	100.00
Conservation	UCU5	\$ 190.0	Conservation	UCU5	\$	190.00
Conservation	UCU5A	\$ 472.0	Conservation	UCU5A	\$	472.00
Conservation	UCW4	\$ 197.0	Conservation	UCW4	\$	197.00
Conservation	UCX	\$ 137.0	Conservation	UCX	\$	137.00
Conservation	UCY1	\$ 139.0	Conservation	UCY1	\$	139.00
Conservation	UCY2	\$ 394.0	O Conservation	UCY2	\$	394.00
Conservation	UCZ1	\$ 334.0	Conservation	UCZ1	\$	334.00
Conservation	UCZ2A	\$ 177.0	Conservation	UCZ2A	\$	177.00
Conservation	UCZ2B	\$ 177.0	Onservation	UCZ2B	\$	177.00
Conservation	UCZ2C	\$ 472.0		UCZ2C	\$	472.00
Conservation	UCZ2D	\$ 236.0	O Conservation	UCZ2D	\$	236.00

Maintenance of Water Management Areas Aquatic Management Bid Schedule Sheet 6 of 6

1-Jun-23				6/1/2024	
Description:	ID#	1 st Year	Description:	ID#	2 nd Year
		Price			Price
Conservation	UCZ3	\$ 1,103.00	Conservation	UCZ3	\$ 1,103.00
Conservation	UCA3A	\$ 69.00	Conservation	ŲCA3A	\$ 69.00
Conservation	UCZ4	\$ 128.00	Conservation	UCZ4	\$ 128.00
Conservation	UCZ5	\$ 128.00	Conservation	UCZ5	\$ 128.00
Conservation	UCAA1	\$ 413.00	Conservation	UCAA1	\$ 413.00
Conservation	UCAA2	\$ 30.00	Conservation	UCAA2	\$ 30.00
Conservation	UCAA3	\$ 1,278.00	Conservation	UCAA3	\$ 1,278.00
Cor	servation Subtotal	\$ 21,902.00	Cor	servation Subtotal	\$ 21,902.00
	Structure Review/Reporting	\$ 400.00		Structure Review/Reporting	\$ 400.00
	Aeration Maintenance	\$ 500.00		Aeration Maintenance	\$ 500.00

Grand Total 1st Year:

VE Wall

Maintenance

Grand Total 2nd Year:

VE Wall

Maintenance

\$ 124,064.00

1,800.00

\$ 124,064.00

1,800.00



Local Business Tax Receipt

CROSSCREEK ENVIROMENTAL INC CROSSCREEK ENVIROMENTAL INNC 111 61ST ST E PALMETTO, FL 34221

Dear Business Owner:

Your 2022 - 2023 Lee County Local Business Tax Receipt is attached below for account number / receipt: number: 1077737 / 2201149

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

K. Malle Branning

2022-2023 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1077737 Receipt Number: 2201149 State License Number:

Location:

2634 NE 9th Ave 7 Cape Coral, FL 33909

CROSSCREEK ENVIROMENTAL INC CROSSCREEK ENVIROMENTAL INNC 2634 NE 9th Ave 7 Cape Coral, FL 33909 Account Expires: September 30, 2023

May engage in the business of:

BUSINESS SERVICE

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-00421882

09/13/2022

\$ 50.00

Florida Department of Agriculture and Consumer Serbices Pesticide Certification Office Commercial Applicator License License # CM20467

BOWLING, GEORGE JOSEPH 5600 SW 12TH PLACE CAPE CORAL, FL 33914

Categories 5A, 21

Issued: June 20, 2022

Expires: June 30, 2026

Signature of Licensec NICOLE "NIKK!" FRIED, COMMISSIONER
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use

Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM24645

SHEERAN, JAMES THOMAS 3666 GOLF CART DR N FORT MYERS, FL 33917

Categories

Issued: January 20, 2021

Expires: January 31, 2025

Signature of Licensee

mede brief

NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use

able State variances, then complete a Medical Examiner's Certificate, as appropriate. ewed all available records and recorded information pertaining to this evaluation correct.

ner Services

Pesticide Certification Office

Florida Bepartment of Agriculture and Consumer Services Pesticide Certification Office

Commercial Applicator License

License # CM26135

GURULE, JAY LEROY 2312 EPHRAIM AVE FORT MYERS, FL 33907 Categories

Issued: May 29, 2019

Expires: May 31, 2023

NICOLE "NIKKI" FRIED, COMMISSIONER

The thove individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



Relevant Experience

We would like to offer the following relevant specific references, which show the diversity of skills we can bring to this project. Additionally, it should be noted that we manage over a thousand (1,000) waterways in the State of Florida, servicing over five hundred (500) customers annually.

Job Title:

Exotic Vegetation Control Contract

Owner/Owner's Rep: Work Performed:

Isles of Collier Preserve

Herbicide application to control exotics is Preserves, Buffers &

Waterways, Ditches, and Swale Areas

Contract Amount:

\$600,000+ In Progress

Work Completed On: Contact:

Jayne Concialdi

Phone:

(239) 732-0842

Job Title:

Pond Management

Owner/Owner's Rep:

Gateway CDD

Work Performed:

Aquatic and vegetation Control in ponds and preserves on a monthly basis. Also providing services such as aquatic plants

and shoreline restoration.

Contract Amount:

\$**3**05,000.00

Work Completed On: Contact:

In progress Elle Harris

Phone:

(239) 561-1313

Job Title:

Lakes and Littorals

Owner/Owner's Rep:

Fiddlesticks Country Club

Work Performed:

Aquatic and vegetation Control in lakes and littorals on a

monthly basis.

Contract Amount:

\$100,000+

Work Completed On:

In progress Gabe Gallo

Contact: Phone:

(239) 768-2332



Job Title: **Pond Management**

Owner/Owner's Rep: TPC Prestancia

Aquatic and vegetation Control in ponds on a monthly basis. Work Performed:

Also providing services such as aquatic plants and shoreline

restoration.

Contract Amount:

Work Completed On:

Contact: Phone:

\$70,000÷ In progress Clive Burnett

(941) 927-1946

From: Administrator <admin@crosscreekenv.com>

Sent: Tuesday, March 21, 2023 3:38 PM

To: Jeremy Trahan < jeremy@crosscreekenv.com>

Subject: RE: VE.VW Aquatics Wetlands RFP Package 2023-2025.pdf

Hi Cleo.

Please find our Lee County license and technical certifications attached to this email for your reference.

Crosscreek was established in 2007 and we've been dedicated to the maintenance of lakes and wetlands for over 16 years. Our expertise and commitment to excellence have allowed us to build a solid reputation in the industry. Our team of technicians, who will be servicing your account, is led by Jim Sheeran and Jay Gurule. Mr. Sheeran brings 20 years of experience to the table, while Mr. Gurule contributes an additional 6 years of valuable experience. We are confident that their combined expertise will help us deliver the best possible service to your organization. Should you have any questions or require further assistance, please do not hesitate to reach out to me. I am more than happy to help.

Thank you for considering Crosscreek as your partner in lake and wetland maintenance. We look forward to working with you.

Thank you!!

Thank you,

Karissa Arrasmith Crosscreek Environmental, Inc. 111 61" Street East Palmetto, FL 34221 Phone: (941) 479-7811 Fax: (941) 479-7812

www.oresecresiciy.com

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VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 10, 2022, the Board of Supervisors ("Board") of the Verandah West Community Development District ("District"), adopted a Budget for Fiscal Year 2022/2023; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2022/2023.

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

Section 1. The Fiscal Year 2022/2023 Budget is hereby amended in accordance with Exhibit "A" attached hereto; and

<u>Section 2.</u> This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 8th day of May, 2024.

ATTEST:	VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT			
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors			

EXHIBIT "A"

VERANDAH EAST & VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICTS
AMENDED BUDGETS
FISCAL YEAR 2023
EFFECTIVE NOVEMBER 1, 2023

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VERANDAH EAST & VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICTS COMBINED GENERAL FUND BUDGETS FISCAL YEAR 2023

·				Proposed	
	Adopted	Actual	Budget	Amendment	Amended
	FY 2023	through	to Actual	Increase/	FY 2023
DEVENUE	Budget	9/30/2023	Variance	(Decrease)	Budget
REVENUES	Φ 004 570	# 000 000	Φ (7.000)	Φ 7.000	Φ 000.000
Assessment levy: on-roll - net	\$ 391,570	\$398,600	\$ (7,030)	\$ 7,030	\$ 398,600
Assessment levy: off-roll	18,902	18,999	(97)	97	18,999
Interest and miscellaneous	600	34	566	(566)	34
Total revenues	411,072	417,633	(6,561)	6,561	417,633
EXPENDITURES					
Professional & admin					
Supervisors	7,000	7,400	(400)	400	7,400
Management and accounting	124,960	124,960	-	_	124,960
Audit	14,900	14,900	_	-	14,900
Legal	10,000	9,170	830	(830)	9,170
Field management	21,163	21,163	_	` -	21,163
Engineering	5,000	26,380	(21,380)	21,380	26,380
Trustee	10,000	10,303	(303)	303	10,303
Dissemination agent	8,280	8,280	-	-	8,280
Arbitrage rebate calculation	3,000	1,000	2,000	(2,000)	1,000
Assessment roll preparation	24,000	24,000	_	-	24,000
Telephone	775	775	-	-	775
Postage	500	1,290	(790)	790	1,290
Insurance	15,200	7,236	7,964	(7,964)	7,236
Printing & binding	1,614	1,614	-	-	1,614
Legal advertising	1,500	1,913	(413)	413	1,913
Office expenses & supplies	250	-	250	(250)	-
Website	1,410	-	1,410	(1,410)	-
ADA website compliance	400	210	190	(190)	210
Contingencies	1,500	1,187	313	(313)	1,187
Annual district filing fee	350	350			350
Total professional & admin	251,802	262,131	(10,329)	10,329	262,131
Material					
Water management	400.050	405 444	(0.004)	0.004	405 444
Contractual services	123,050	125,144	(2,094)	2,094	125,144
Aquascaping/pipe cleanout	5,000	2,480	2,520	(2,520)	2,480
Perimeter fence/wall ongoing RM not sha	2,500	3,380	(880)	880	3,380
Utilities Centingencies	1,200	1,273	(73)	73	1,273
Contingencies Total water management	5,000	120 077	5,000	30,000	35,000
Total water management	136,750	132,277	4,473	30,527	167,277

VERANDAH EAST & VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICTS COMBINED GENERAL FUND BUDGETS FISCAL YEAR 2023

				Proposed	
	Adopted	Actual	Budget	Amendment	Amended
	FY 2023	through	to Actual	Increase/	FY 2023
	Budget	9/30/2023	Variance	(Decrease)	Budget
Other fees and charges				,	
Property appraiser	1,740	1,631	109	(109)	1,631
Tax collector	2,610	1,825	785	(785)	1,825
Total other fees and charges	4,350	3,456	894	(894)	3,456
Total expenditures	392,902	397,864	(4,962)	39,962	432,864
					_
Net increase/(decrease) of fund balance	18,170	19,769	(1,599)	(33,401)	(15,231)
Fund balance - beginning (unaudited)	133,103	103,099	30,004	(30,004)	103,099
Fund balance - ending (projected)	\$ 151,273	\$ 122,868	\$ 28,405	\$ (63,405)	\$ 87,868

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2023

	Fiscal Year 2023				
•				Proposed	
	Adopted	Actual	Budget	Amendment	Amended
	FY 2023	through	to Actual	Increase/	FY 2023
	Budget	9/30/2023	Variance	(Decrease)	Budget
REVENUES					
Assessment levy: on-roll - gross	\$206,835				\$209,044
Allowable discounts (4%)	(8,273)				(8,362)
Assessment levy: on-roll - net	\$ 198,562	\$ 200,682	\$ (2,120)	\$ 2,120	\$200,682
Interest and miscellaneous	263	16	247	(247)	16
Total revenues	198,825	200,698	(1,873)	1,873	200,698
EXPENDITURES					
Professional & admin					
Supervisors	3,070	3,252	(182)	182	3,252
Management and accounting	54,805	54,805	-	-	54,805
Audit	6,535	6,556	(21)	21	6,556
Legal	4,386	4,035	351	(351)	4,035
Field management	9,282	9,282	-	-	9,282
Engineering	2,193	7,153	(4,960)	4,960	7,153
Trustee	4,386	4,533	(147)	147	4,533
Dissemination agent	3,631	3,631	-	-	3,631
Arbitrage rebate calculation	1,316	440	876	(876)	440
Assessment roll preparation	10,526	10,560	(34)	34	10,560
Telephone	340	340	-	-	340
Postage	219	567	(348)	348	567
Insurance	6,666	3,167	3,499	(3,499)	3,167
Printing & binding	708	708	-	-	708
Legal advertising	658	842	(184)	184	842
Office expenses & supplies	110	-	110	(110)	-
Website	618	-	618	(618)	-
ADA website compliance	175	92	83	(83)	92
Contingencies	658	641	17	(17)	641
Annual district filing fee	154	154			154
Total professional & admin	110,436	110,758	(322)	322	110,758
Water management					
Contractual services	53,967	55,063	(1,096)	1,096	55,063
Aquascaping/Pipe Cleanout	2,193	1,091	1,102	(1,102)	1,091
Perimeter fence/wall ongoing RM not sha	2,500	3,380	(880)	880	3,380
Utilities	526	560	(34)	34	560
Contingencies	2,193		2,193	12,807	15,000
Total water management	61,379	60,094	1,285	13,715	75,094

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2023

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	Adopted FY 2023	Actual through	Budget to Actual	Proposed Amendment Increase/	Amended FY 2023
	Budget	9/30/2023	Variance	(Decrease)	Budget
Other fees and charges					
Property appraiser	804	718	86	(86)	718
Tax collector	1,206	830	376	(376)	830
Total other fees and charges	2,010	1,548	462	(462)	1,548
Total expenditures	173,825	172,400	1,425	13,575	187,400
Net increase/(decrease) of fund balance	25,000	28,298	(3,298)	(11,702)	13,298
Fund balance - beginning (unaudited)	25,907	13,578	12,329	(12,329)	13,578
Fund balance - ending (projected)	\$ 50,907	\$ 41,876	\$ 9,031	\$ (24,031)	\$ 26,876

# VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2023

	Fiscal Year 2023				
				Proposed	
	Adopted	Actual	Budget	Amendment	Amended
	FY 2023	through	to Actual	Increase/	FY 2023
	Budget	9/30/2023	Variance	(Decrease)	Budget
REVENUES					
Assessment levy: on-roll - net	\$ 193,008	\$ 197,918	\$ (4,910)	\$ 4,910	\$ 197,918
Assessment levy: off-roll	18,902	18,999	(97)	97	18,999
Interest and miscellaneous	337	18	319	(319)	18
Total revenues	212,247	216,935	(4,688)	4,688	216,935
EXPENDITURES					
Professional & admin					
Supervisors	3,930	4,148	(218)	218	4,148
Management and accounting	70,155	70,155	-	-	70,155
Audit	8,365	8,344	21	(21)	8,344
Legal	5,614	5,135	479	(479)	5,135
Field management	11,881	11,881	-	-	11,881
Engineering	2,807	19,227	(16,420)	16,420	19,227
Trustee	5,614	5,770	(156)	156	5,770
Dissemination agent	4,649	4,649	· -	-	4,649
Arbitrage rebate calculation	1,684	560	1,124	(1,124)	560
Assessment roll preparation	13,474	13,440	34	(34)	13,440
Telephone	435	435	-	· -	435
Postage	281	723	(442)	442	723
Insurance	8,534	4,069	4,465	(4,465)	4,069
Printing & binding	906	906	-	-	906
Legal advertising	842	1,071	(229)	229	1,071
Office expenses & supplies	140	-	140	(140)	-
Website	792	-	792	(792)	-
ADA website compliance	225	118	107	(107)	118
Contingencies	842	546	296	(296)	546
Annual district filing fee	196	196			196_
Total professional & admin fees	141,366	151,373	(10,007)	10,007	151,373
Water management					
Contractual services	69,083	70,081	(998)	998	70,081
Aquascaping/pipe cleanout	2,807	1,389	1,418	(1,418)	1,389
Utilities	674	713	(39)	39	713
Contingencies	2,807	-	2,807	17,193	20,000
Total water management	75,371	72,183	3,188	16,812	92,183

## VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2023

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	Adopted FY 2023 Budget	Actual through 9/30/2023	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended FY 2023 Budget
Other fees and charges					
Property appraiser	936	913	23	(23)	913
Tax collector	1,404	995	409	(409)	995
Total other fees and charges	2,340	1,908	432	(432)	1,908
Total expenditures	219,077	225,464	(6,387)	26,387	245,464
Net Increase/(decrease) of fund balance	(6,830)	(8,529)	1,699	(21,699)	(28,529)
Fund balance - beginning (unaudited)	107,196	89,521	17,675	(17,675)	89,521
Fund balance - ending (projected)	\$100,366	\$ 80,992	\$ 19,374	\$ (39,374)	\$ 60,992

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 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 West Community Development District ("District") prior to June 15, 2024, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"); 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 WEST COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 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 14, 2024

HOUR: 2:00 PM

LOCATION: 11390 Palm Beach Blvd., First Floor

Fort 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 8TH DAY OF MAY, 2024.

ATTEST:	VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT
 Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors
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Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

VERANDAH EAST & VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICTS
PROPOSED BUDGETS
FISCAL YEAR 2025

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VERANDAH EAST & VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICTS COMBINED GENERAL FUND BUDGETS FISCAL YEAR 2025

	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ 410,543				\$ 622,731
Allowable discounts (4%)	(16,422)				(24,909)
Assessment levy: on-roll - net	394,121	\$ 388,683	\$ 5,438	\$ 394,121	597,822
Assessment levy: off-roll	19,123	9,562	9,561	19,123	35,280
Interest and miscellaneous	600	32	568	600	600
Total revenues	413,844	398,277	15,567	413,844	633,702
EXPENDITURES					
Professional & admin					
Supervisors	7,000	3,600	3,600	7,200	7,200
Management and accounting	124,960	62,480	62,480	124,960	124,960
Audit	14,900	-	14,900	14,900	14,900
Legal	10,000	7,593	4,000	11,593	10,000
Field management	21,163	10,581	10,582	21,163	21,163
Engineering	10,000	8,916	2,500	11,416	10,000
Trustee	10,000	5,375	4,625	10,000	10,000
Dissemination agent	8,280	4,141	4,139	8,280	8,280
Arbitrage rebate calculation	3,000	-	3,000	3,000	3,000
Assessment roll preparation	24,000	12,000	12,000	24,000	24,000
Telephone	775	384	391	775	775
Postage	500	448	52	500	500
Insurance	15,200	15,052	148	15,200	16,558
Printing & binding	1,614	807	807	1,614	1,614
Legal advertising	1,500	-	1,500	1,500	1,500
Office expenses & supplies	250	-	250	250	250
Website	1,410	706	704	1,410	1,410
ADA website compliance	400	-	400	400	400
Contingencies	1,500	650	850	1,500	1,500
Annual district filing fee	350	350		350	350
Total professional & admin	256,802	133,083	126,928	260,011	258,360
Water management					
Contractual services	123,000	31,711	91,289	123,000	123,000
Aquascaping/pipe cleanout	5,000	-	5,000	5,000	96,300
Perimeter fence/wall ongoing RM not shared	1,800	-	1,800	1,800	1,800
Utilities	1,300	450	850	1,300	1,300
Lake bank restoration not shared	-	-	_	-	127,000
Contingencies	5,000		5,000	5,000	5,000
Total water management	136,100	32,161	103,939	136,100	354,400

VERANDAH EAST & VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICTS COMBINED GENERAL FUND BUDGETS FISCAL YEAR 2025

		Fiscal Year 2024					
	Adopted	Actual	Projected	Total	F	Proposed	
	Budget	through	through	Actual &		Budget	
	FY 2024	3/31/2024	9/30/2024	Projected		FY 2025	
Other fees and charges							
Property appraiser	1,740	-	1,740	1,740		1,740	
Tax collector	3,202	3,001	201	3,202		3,202	
Total other fees and charges	4,942	3,001	1,941	4,942		4,942	
Total expenditures	397,844	168,245	232,808	401,053		617,702	
Net increase/(decrease) of fund balance	16,000	230,032	(217,241)	12,791		16,000	
Fund balance - beginning (unaudited)	102,337	122,866	352,898	122,866		135,657	
Fund balance - ending (projected)	\$ 118,337	\$ 352,898	\$ 135,657	\$ 135,657	\$	151,657	

VERANDAH EAST & VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICTS DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES		
Supervisors	\$	7,200
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates four (4) meetings and all five (5) Board Members receiving fees.		
Management and accounting	1	24,960
Wrathell, Hunt and Associates, LLC specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the Districts, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the community.	-	_ ,,,,,,,,
Audit Fees		14,900
The Districts are required to complete annual, independent examinations of their accounting records and procedures. These audits are conducted pursuant to Florida law and the rules of the Florida Auditor General.		ŕ
Legal		10,000
The District's attorney provides on-going general counsel and legal representation. He handles issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.		
Field management		21,163
Wrathell, Hunt & Associates, LLC is responsible for day-to-day field operations. These responsibilities include, but are not limited to, preparing and bidding services, contract administration, hiring and maintaining qualified personnel, preparing operating schedules and policies, ensuring compliance with operating permits, preparing and implementing field operating budgets, providing District-related information to the public and attending board meetings.		
Engineering		10,000
Johnson Engineering provides an array of engineering and consulting services to the Districts, assisting in developing infrastructure and improvement-related solutions for them in addition to advising the Districts on facility maintenance.		
Trustee		10,000
Annual fees paid to U.S. Bank for acting as trustee, paying agent and registrar.		
Dissemination agent		8,280
The Districts must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.		
Arbitrage rebate calculation To ensure the Districts' compliance with all tax regulations, annual computations are necessary to		3,000
calculate arbitrage rebate liability.		04.000
Assessment roll preparation		24,000
The Districts have contracts with AJC Associates, Inc., to prepare the annual assessment rolls. Telephone		775
Telephone and fax machine services.		113
Postage		500
Mailing of agenda packages, overnight deliveries, correspondence, etc.		
Insurance		16,558
The Districts carry public officials liability and general liability insurance. Each District has a general liability insurance limit of \$1,000,000 (\$2,000,000 general aggregate) and a public officials liability limit of \$1,000,000.		

VERANDAH EAST & VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICTS DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES (continued)	
Printing & binding `	1,614
Letterhead, envelopes, copies, etc.	
Legal advertising	1,500
Required advertisements for monthly meetings, special meetings, public hearings, bidding, etc.	
Office expenses & supplies	250
Administrative and accounting supplies.	
Website	1,410
ADA website compliance	400
Contingencies	1,500
Bank charges and miscellaneous expenses incurred throughout the year.	
Annual district filing fee	350
Annual fee paid to the Department of Economic Opportunity.	
Contractual services	123,000
Contracts entered into by the Districts for water management related professional services.	
Aquascaping/pipe cleanout	96,300
Expenses incurred relating to supplemental lake littoral plantings and lake interconnect pipe cleanout. Perimeter fence/wall ongoing RM not shared	1,800
Covers the costs of once a year clearing of vegetation on the Verandah East periemer wall that runs	
adjacent to the conservation areas.	
Utilities	1,300
Covers the costs of Electricity for CDD aerators.	407.000
Lake bank restoration not shared	127,000
Covers the cost of restoration of lake banks in West lakes H-12 and H8A, the costs of which will be	
borne by the West CDD only. Contingencies	5,000
Miscellaneous water management expenses incurred throughout the year.	3,000
Property appraiser	1,740
The property appraiser's fee is \$1.00 per parcel.	1,740
Annual Fee paid to Wachovia Bank for the service provided as Trustee, Paying Agent and Registrar.	
Tax collector	3,202
The tax collector's fee is \$1.50 of assessments collected.	0,202
Total expenditures	\$617,702
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VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2025

		Fiscal	Year 2024		
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
REVENUES			•		
Assessment levy: on-roll - gross	\$206,833				\$249,256
Allowable discounts (4%)	(8,273)				(9,970)
Assessment levy: on-roll - net	198,560	\$ 195,721	\$ 2,175	\$ 197,896	239,286
Interest and miscellaneous	263	17	246	263	263
Total revenues	198,823	195,738	2,421	198,159	239,549
EXPENDITURES					
Professional & admin					
Supervisors	3,070	1,584	1,584	3,168	3,158
Management and accounting	54,805	27,402	27,404	54,806	54,805
Audit	6,535	-	6,556	6,556	6,535
Legal	4,386	3,341	1,760	5,101	4,386
Field management	9,282	4,641	4,656	9,297	9,282
Engineering	4,386	3,923	1,100	5,023	4,386
Trustee	4,386	2,365	2,035	4,400	4,386
Dissemination agent	3,631	1,816	1,821	3,637	3,631
Arbitrage rebate calculation	1,316	-	1,320	1,320	1,316
Assessment roll preparation	10,526	5,263	5,280	10,543	10,526
Telephone	340	167	172	339	340
Postage	219	197	23	220	219
Insurance	6,666	6,623	65	6,688	7,262
Printing & binding	708	354	355	709	708
Legal advertising	658	_	660	660	658
Office expenses & supplies	110	-	110	110	110
Website	618	310	310	620	618
ADA website compliance	175	-	176	176	175
Contingencies	658	341	374	715	658
Annual district filing fee	154	154		154	154_
Total professional & admin	112,629	58,481	55,761	114,242	113,313
Water management					
Contractual services	53,945	14,271	40,167	54,438	53,945
Aquascaping/pipe cleanout	2,193	, -	2,200	2,200	42,235
Perimeter fence/wall ongoing RM not shared	1,800	_	1,800	1,800	1,800
Utilities	570	198	374	572	570
Lake bank restoration not shared	-	_	-	-	-
Contingencies	2,193	-	2,200	2,200	2,193
Total water management	60,701	14,469	46,741	61,210	100,743

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2025

Fiscal Year 2024 Adopted Actual Projected Total Proposed Budget through through Budget Actual & FY 2024 FY 2025 3/31/2024 9/30/2024 Projected Other fees and charges Property appraiser 804 800 800 804 Tax collector 1,384 1,476 1,479 92 1,479 Total other fees and charges 2,283 1,384 892 2,276 2,283 Total expenditures 175,613 74,334 103,394 177,728 216,339 Net increase/(decrease) of fund balance 121,404 23,210 (100,973)20,431 23,210 Fund balance - beginning (unaudited) 28,480 41,873 163,277 41,873 62,304 Fund balance - ending (projected) 62,304 62,304 51,690 163,277 \$ 85,514

Assessment Summary									
			F	Y 2024	Pr	oposed	Total		
Description		Units	Ass	sessment	Ass	essment	Revenue		
On-roll		757.00	\$	273.22	\$	329.27	\$ 249,257.39		
	Total units:	757 00			Tota	I revenue:	\$249 257 39		

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2025

		Fiscal	Year 2024		
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$203,709				\$ 373,475
Allowable discounts (4%)	(8,148)				(14,939)
Assessment levy: on-roll - net	195,561	\$ 192,962	\$ 3,263	\$ 196,225	358,536
Assessment levy: off-roll	19,123	9,562	9,561	19,123	35,280
Interest and miscellaneous	337	15	318	333	337
Total revenues	215,021	202,539	13,142	215,681	394,153
EXPENDITURES					
Professional & admin					
Supervisors	3,930	2,016	2,016	4,032	4,042
Management and accounting	70,155	35,078	35,076	70,154	70,155
Audit	8,365	, -	8,344	8,344	8,365
Legal	5,614	4,252	2,240	6,492	5,614
Field management	11,881	5,940	5,926	11,866	11,881
Engineering	5,614	4,993	1,400	6,393	5,614
Trustee	5,614	3,010	2,590	5,600	5,614
Dissemination agent	4,649	2,325	2,318	4,643	4,649
Arbitrage rebate calculation	1,684	-	1,680	1,680	1,684
Assessment roll preparation	13,474	6,737	6,720	13,457	13,474
Telephone	435	217	219	436	435
Postage	281	251	29	280	281
Insurance	8,534	8,429	83	8,512	9,296
Printing & binding	906	453	452	905	906
Legal advertising	842	-	840	840	842
Office expenses & supplies	140	-	140	140	140
Website	792	396	394	790	792
ADA website compliance	225	-	224	224	225
Contingencies	842	309	476	785	842
Annual district filing fee	196	196		196	196
Total professional & admin fees	144,173	74,602	71,167	145,769	145,047
Water management					
Contractual services	69,055	17,440	51,122	68,562	69,055
Aquascaping/pipe cleanout	2,807	, -	2,800	2,800	54,065
Perimeter fence/wall ongoing RM not shared	, -	-	-	, -	, <u>-</u>
Utilities	730	252	476	728	730
Lake bank restoration not shared	-	-	-	-	127,000
Contingencies	2,807	-	2,800	2,800	2,807
Total water management	75,399	17,692	57,198	74,890	253,657

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2025

Fiscal Year 2024 Proposed Adopted Actual Projected Total Budget through Actual & Budget through FY 2024 3/31/2024 9/30/2024 Projected FY 2025 Other fees and charges Property appraiser 936 940 940 936 Tax collector 1,723 1,617 109 1,726 1,723 Total other fees and charges 2,659 1,617 1,049 2,666 2,659 Total expenditures 222,231 129,414 223,325 93,911 401,363 Net Increase/(decrease) of fund balance (7,210)108,628 (116,272)(7,644)(7,210)Fund balance - beginning (unaudited) 80,993 80,993 73,349 73,857 189,621 Fund balance - ending (projected) 73,349 73,349 66,647 189,621 \$ 66,139

Assessment Summary

			F	Y 2023	Pr	oposed	Total
Description		Units	Ass	sessment	Ass	essment	Revenue
On-roll		881.63	\$	231.06	\$	423.62	\$ 373,476.10
Off-roll		87.40		219.16		403.66	35,279.88
	Total units:	969.03			Tota	I revenue:	\$408,755.98

VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND - SERIES 2016 BONDS FISCAL YEAR 2025

		Fiscal Y	ear 2024		
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ 1,505,789				\$ 1,505,789
Allowable discounts (4%)	(60,232)				(60,232)
Assessment levy: on-roll - net	1,445,557	\$ 1,414,417	\$ 31,140	\$ 1,445,557	1,445,557
Interest		25,999		25,999	
Total revenues	1,445,557	1,440,416	31,140	1,471,556	1,445,557
EXPENDITURES					
Debt service					
Principal	845,000	-	845,000	845,000	875,000
Interest	624,456	312,228	312,228	624,456	592,769
Prepayment		5,000		5,000	
Total debt service	1,469,456	317,228	1,157,228	1,474,456	1,467,769
Excess/(deficiency) of revenues					
over/(under) expenditures	(23,899)	1,123,188	(1,126,088)	(2,900)	(22,212)
Beginning fund balance (unaudited)	857,100	890,478	2,013,666	890,478	887,578
Ending fund balance (projected)	\$ 833,201	\$2,013,666	\$ 887,578	\$ 887,578	865,366
Has affirmal halanas					
Use of fund balance	.:				(075,000)
Debt service reserve account balance (Requirement average Neverthern 1, 2005	uirea)				(375,000)
Interest expense - November 1, 2025	of Comtombox 20	2025			(279,978)
Projected fund balance surplus/(deficit) as o	o September 30,	2025			\$ 210,388

Verandah East

Community Development District Series 2016 \$20,615,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2024	-	-	296,384.38	296,384.38
05/01/2025	875,000.00	3.750%	296,384.38	1,171,384.38
11/01/2025	-	-	279,978.13	279,978.13
05/01/2026	910,000.00	3.750%	279,978.13	1,189,978.13
11/01/2026	-	-	262,915.63	262,915.63
05/01/2027	945,000.00	4.000%	262,915.63	1,207,915.63
11/01/2027	-	-	244,015.63	244,015.63
05/01/2028	985,000.00	4.000%	244,015.63	1,229,015.63
11/01/2028	-	-	224,315.63	224,315.63
05/01/2029	1,025,000.00	4.000%	224,315.63	1,249,315.63
11/01/2029	-	-	203,815.63	203,815.63
05/01/2030	1,065,000.00	4.000%	203,815.63	1,268,815.63
11/01/2030	-	-	182,515.63	182,515.63
05/01/2031	1,105,000.00	4.000%	182,515.63	1,287,515.63
11/01/2031	-	-	160,415.63	160,415.63
05/01/2032	1,155,000.00	4.125%	160,415.63	1,315,415.63
11/01/2032	-	-	136,593.75	136,593.75
05/01/2033	1,200,000.00	4.125%	136,593.75	1,336,593.75
11/01/2033			111,843.75	111,843.75
05/01/2034	1,250,000.00	4.125%	111,843.75	1,361,843.75
11/01/2034			86,062.50	86,062.50
05/01/2035	1,305,000.00	4.250%	86,062.50	1,391,062.50
11/01/2035			58,331.25	58,331.25
05/01/2036	1,355,000.00	4.250%	58,331.25	1,413,331.25
11/01/2036			29,537.50	29,537.50
05/01/2037	1,390,000.00	4.250%	29,537.50	1,419,537.50
Total	\$14,565,000.00		\$4,553,450.08	\$19,118,450.08

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND - SERIES 2013 BONDS

		Fisca	l Year 2024		
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2024	3/31/2024	9/30/2024	Projected	FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ 943,991				\$ 943,991
Allowable discounts (4%)	(37,760)				(37,760)
Assessment levy: on-roll - net	906,231	\$ 885,439	\$ 20,792	\$ 906,231	906,231
Assessment levy: off-roll	332,699	-	332,699	332,699	332,699
Interest	-	20,407	-	20,407	-
Total revenues	1,238,930	905,846	353,491	1,259,337	1,238,930
EXPENDITURES					
Debt service					
Principal	755,000	-	755,000	755,000	795,000
Interest	478,000	239,000	239,000	478,000	440,000
Prepayment	<u> </u>	5,000		5,000	
Total expenditures	1,233,000	244,000	994,000	1,238,000	1,235,000
Excess/(deficiency) of revenues					
over/(under) expenditures	5,930	661,846	(640,509)	21,337	3,930
over/(under) experialtares	5,930	001,040	(040,509)	21,337	3,930
Fund balance:					
Beginning fund balance (unaudited)	682,094	770,975	1,432,821	770,975	792,312
Ending fund balance (projected)	\$ 688,024	\$ 1,432,821	\$ 792,312	\$ 792,312	796,242
Use of fund balance					
Debt service reserve account balance (rec	quired)				(448,350)
Interest expense - November 1, 2025					(200,125)
Projected fund balance surplus/(deficit) as	of September 30	0, 2025			\$ 147,767

Verandah West

Community Development District Series 2013 \$15,920,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2024	-	-	220,000.00	220,000.00
05/01/2025	795,000.00	5.000%	220,000.00	1,015,000.00
11/01/2025	-	-	200,125.00	200,125.00
05/01/2026	835,000.00	5.000%	200,125.00	1,035,125.00
11/01/2026	-	-	179,250.00	179,250.00
05/01/2027	875,000.00	5.000%	179,250.00	1,054,250.00
11/01/2027	-	=	157,375.00	157,375.00
05/01/2028	925,000.00	5.000%	157,375.00	1,082,375.00
11/01/2028	-	=	134,250.00	134,250.00
05/01/2029	970,000.00	5.000%	134,250.00	1,104,250.00
11/01/2029	-	-	110,000.00	110,000.00
05/01/2030	1,020,000.00	5.000%	110,000.00	1,130,000.00
11/01/2030	-	=	84,500.00	84,500.00
05/01/2031	1,070,000.00	5.000%	84,500.00	1,154,500.00
11/01/2031	-	-	57,750.00	57,750.00
05/01/2032	1,125,000.00	5.000%	57,750.00	1,182,750.00
11/01/2032	-	-	29,625.00	29,625.00
05/01/2033	1,185,000.00	5.000%	29,625.00	1,214,625.00
Total	\$8,800,000.00		\$2,345,750.00	\$11,145,750.00

Verandah East Community Development District Projected Assessments Fiscal Year 2024-2025 2016 Series Bonds

PRELIMINARY

Lee County 12 years remaining

Neighborhoods	Parcel #	# Units	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2024-2025 tax payment
Arlington Oaks	119	31	SF 100-1	\$ 3,755.00	\$ 329.27	\$ 4,084.27	\$ 34,134.35
Brantley Oaks	117	23	SF 100-2	3,500.00	329.27	3,829.27	31,811.61
Whispering Oaks	118	31	SF-100-2	3,500.00	329.27	3,829.27	31,811.61
Torey Pines	127S	26	SF-85-1	2,963.00	329.27	3,292.27	26,914.15
Cedar Hammock	124	38	SF 85-2	2,600.00	329.27	2,929.27	23,631.48
Edgewater Trace	127N	23	SF 75	2,662.85	329.27	2,992.12	24,187.74
Palmetto Grove	120	34	SF 70-2	2,000.00	329.27	2,329.27	18,165.06
Sabal Point	121	29	SF 70-3	1,400.00	329.27	1,729.27	12,724.65
Otter Bend	123	45	Villa 60-1	1,600.00	329.27	1,929.27	14,542.45
Citrus Creek	122	30	Villa 60-2	1,300.00	329.27	1,629.27	11,815.66
Woodhaven	126	72	Villa 60-3	2,000.00	329.27	2,329.27	18,165.06
Willow Bend	128	26	SF 50	1,616.00	329.27	1,945.27	14,693.18
Amblewind Cove	132	54	SF 50	1,616.00	329.27	1,945.27	14,693.18
Heritage Preserve	131	108	SF 50	1,616.00	329.27	1,945.27	14,693.18
Magnolia Pointe	129/130	51	SF 50	1,616.00	329.27	1,945.27	14,693.18
Willow Ridge	132	43	SF 50	1,616.00	329.27	1,945.27	14,693.18
Fairway Cove	125	93	SF 50	1,616.00	329.27	1,945.27	14,693.18

757

Fiscal Year 2023 - 2024 assessments:					
	SF 100-1	\$ 3,755.00	\$ 273.22	\$ 4,028.22	\$ 36,316.06
	SF 100-2	3,500.00	273.22	3,773.22	33,844.86
	SF 85-1	2,963.00	273.22	3,236.22	28,634.37
	SF 85-2	2,600.00	273.22	2,873.22	25,141.89
	SF 75	2,662.85	273.22	2,936.07	25,733.71
	SF 70-2	2,000.00	273.22	2,273.22	19,326.08
	SF 70-3	1,400.00	273.22	1,673.22	13,537.95
	Villa 60-1	1,600.00	273.22	1,873.22	15,471.93
	Villa 60-2	1,300.00	273.22	1,573.22	12,570.86
	Villa 60-3	2,000.00	273.22	2,273.22	19,326.08
	SF 50	1,616.00	273.22	1,889.22	15,632.30

Verandah West Community Development District Projected Assessments Fiscal Year 2024-2025

PRELIMINARY

2013 Series

Lee County 8 years remaining

Neighborhoods	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2024-2025 tax payment
Hammock Creek Oak Bend Sanctuary Pointe Shadetree Pointe Mossy Oak Cypress Marsh River Point Winding River West Shady Bend Royal Palm (Lots 1-11, 22-25) Royal Palm (Lots 12-21) Orange Tree Bend Bramble Cove Lakeview Preserves Edge Idlewild Pebblebrook Cottonwood Bend	River Village River Village Custom SF 100 Custom SF 100 Custom SF 100 Custom SF 85 Custom SF 85 Production 70-1 (NO BUYDOWN) Production 70-2 Single Family 65 Single Family 50 SF 60/Villa 55 Villa 50 Villa 50 Villa 50 Coach Home - L Coach Home - L Town Homes	\$ 2,245.81 2,245.81 2,245.81 2,245.81 2,245.81 1,641.22 1,641.22 1,628.14 1,122.91 1,042.70 777.43 950.17 777.43 777.43 777.43 580.46 580.46 518.32	\$ 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62 423.62	\$ 2,669.43 2,669.43 2,669.43 2,669.43 2,064.84 2,064.84 2,051.76 1,546.53 1,466.32 1,201.05 1,373.79 1,201.05 1,201.05 1,201.05 1,004.08 1,004.08 941.94	\$ 13,888.61 13,888.61 13,888.61 13,888.61 13,888.61 10,149.69 10,456.07 6,944.30 6,448.28 4,807.78 5,876.03 4,807.78 4,807.78 4,807.78 4,807.78 4,807.78 3,589.67 3,589.67 3,205.37
Fiscal year 2023 - 2024 assessments:		\$ 2,245.81 2,245.81 1,641.22 1,628.14 1,122.91 1,042.70 777.43 950.17 777.43 580.46 518.32	\$ 231.06 231.06 231.06 231.06 231.06 231.06 231.06 231.06 231.06 231.06	\$ 2,476.87 2,476.87 1,872.28 1,859.20 1,353.97 1,273.76 1,008.49 1,181.23 1,008.49 811.52 749.38	\$ 15,267.93 15,267.93 11,157.68 11,494.49 7,633.96 7,088.68 5,285.29 6,459.60 5,285.29 3,946.17

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2024-04

A RESOLUTION OF THE VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Verandah West 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 WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2024/2025 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.

VED AND ALL WEST CONTRALIBITY

PASSED AND ADOPTED this 8th day of May, 2024.

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Attest.	DEVELOPMENT DISTRICT
Sacretary/Assistant Secretary	Chair/Vice Chair Board of Supervisors

Exhibit A

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION 11390 Palm Beach Blvd., First Floor, Fort Myers, Florida 33905		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024	Regular Meeting	2:00 PM
January 8, 2025	Regular Meeting	2:00 PM
May 14, 2025	Regular Meeting	2:00 PM
August 13, 2025	Public Hearing & Regular Meeting	2:00 PM

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT



March 3, 2014

Linda Schindeler, Regulatory Specialist 1 South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406

Re: June 14, 2013 Insufficient Documentation – Permit Transfer

Verandah, Permit No. 36-04314

Dear Ms. Schindeler;

The Board of Supervisors for both Verandah East and Verandah West Community Development Districts (VECDD and VWCDD) have directed staff, which is the same District Manager, District Counsel, and District Engineer, to prepare responses for Boards approval for both Items #1 and #2 of the June 14, 2013 letters to Verandah East and Verandah West Community Development Districts.

Item #1 (Verandah East and West) - Legal access to LaBelle ranch mitigation area in Hendry County

The attached Conservation Area Maintenance Agreement authorizes the VECDD, VWCDD, and their respective agents or assigns to access and perform maintenance as the Permit requires for the 320 acre off-site mitigation area located in Hendry County and recorded by Instrument #200610889, Book 738, Pages 1048-1053. The obligations and costs of perpetual management of this mitigation area will be shared between VECDD and VWCDD.

Item #2 (Verandah West) - Application 040526-18, works within both VECDD and VWCDD, copermittees

VECDD and VWCDD in fact share the costs to maintain the overall master stormwater system within Verandah. As such they have been unofficial co-permittees and are certainly willing to add Application 040526-25 to the conversion/transfer list and to operate as co-permittees.

Item #2 (Verandah East) - Application No. 121207-9 added to conversion/transfer request application

VECDD agrees this application should be added to the application for conversion/transfer.

Please contact me with any questions.

Sincerely,

JOHNSON ENGINEERING, INC.

David Robson, P.E.

District Engineer, VECDD and VWCDD

cc: Chuck Adams, District Manager

Prepared by and Return to: Jonathan T. Johnson, Esq. HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

CONSERVATION AREA MAINTENANCE AGREEMENT

THIS CONSERVATION AREA MAINTENANCE AGREEMENT ("Agreement") is made this <u>28</u> day of February, 2014 by VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073 ("Verandah East"), VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073 ("Verandah West," or collectively with Verandah East referenced herein as "Districts"), and HERITAGE WILLOW LLC, a Florida limited liability company, whose address is 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("Heritage Willow") (Districts and Heritage Willow are sometimes together referred to herein as the "Parties," and separately as the "Party").

WITNESSETH:

WHEREAS, the Districts were established pursuant to Chapter 190, Florida Statutes, as amended (the "Act"), and are validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the Districts to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the Districts; and

WHEREAS, Heritage Willow is the owner in fee simple of certain real property located in Hendry County, Florida, including certain parcels of land more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the lands described in Exhibit A are referred to herein as the "Easement Area," and are comprised of certain conservation lands subject to Permit No. 36-04314-P Application No. 001027-4 ("Permit") of the South Florida Water Management District ("SFWMD"); and

WHEREAS, Verandah Development, LLC, the construction phase permittee of the Permit ("Permittee"), developed a Perpetual Management Plan ("Plan") in December 2008 for the perpetual management of the Easement Area to comply with the terms of the Permit; and

WHEREAS, Permittee has filed an application with SFWMD to convert and transfer the Permit from Permittee to Verandah West as the operation phase operating entity; and

- WHEREAS, upon conversion and transfer of the Permit, Verandah West will be required to fulfill the obligations of the Plan in compliance with the Permit; and
- WHEREAS, Verandah West and Verandah East plan to jointly and cooperatively share the obligations and costs of the perpetual management required by the Permit; and
- WHEREAS, SFWMD has requested Verandah West provide documentation that Verandah West has legal access to the Easement Area for purposes of perpetual management under the Plan; and
- WHEREAS, the Districts have requested that Heritage Willow grant to the Districts a maintenance easement over the Easement Area in order to allow the Districts to conduct maintenance within the Easement Area as part of the Plan (the "Improvements"), and Heritage Willow is agreeable to granting such easement on the terms and conditions set forth herein;
- NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
- 1. <u>Recitals.</u> The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.
- 2. Easement. Heritage Willow hereby grants to the Districts, and their respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive maintenance easement over, upon, under, through, and across the Easement Area for ingress and egress and the installation and maintenance of the Improvements ("Easement"). The Districts shall use all due care to protect the Easement Area from damage resulting from the Districts' use of the Easement Area. In no event shall the Districts use the Easement for the storage of construction materials, vehicles, supplies, tools and equipment, or the erection of temporary construction buildings, storage sheds and shelters.
- 3. <u>Damage.</u> In the event that the Districts, their respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area in the exercise of the easement rights granted herein, the Districts, at Districts' sole cost and expense, agree to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade.
- 4. <u>Indemnity</u>. Subject to the Districts' sovereign immunity protections as described in this Agreement, the Districts shall indemnify and hold harmless Heritage Willow, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or

judgments, against Indemnitees which relate in any way to this Agreement or the exercise of the rights or obligations contemplated hereunder.

- 5. <u>Liens</u>. The Districts shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or other Heritage Willow property in connection with the exercise of their rights hereunder.
- 6. <u>Exercise of Rights</u>. The rights and Easement created by this Agreement are subject to the following provisions:
- (a) The Districts shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by the Districts in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals (including the Permits), and any future modifications or amendments thereto. The Districts shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- (b) Nothing herein shall be construed to limit in any way Heritage Willow's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with the Districts, their successors and assigns; provided, however, that Heritage Willow shall not take any action inconsistent with the requirements of the Permits.
- (c) The Districts and Heritage Willow acknowledge that Heritage Willow has no ownership interest in any of the Improvements that will be installed in the Easement Area, and the Districts shall retain ownership of the Improvements, and maintenance responsibilities for the Improvements, unless the Districts convey such Improvements by an effective written instrument.
- 7. <u>Default.</u> A default by Heritage Willow or the Districts under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.
- 8. <u>Enforcement of Agreement.</u> In the event that Heritage Willow or the Districts seek to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 9. <u>Sovereign Immunity.</u> Heritage Willow agrees that nothing in this Agreement shall constitute or be construed as a waiver of the Districts' sovereign immunity protections and limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

10. <u>Notices.</u> Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon another Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

To the Districts: Verandah East Community Development District

Verandah West Community Development District

6131 Lyons Road, Suite 100 Coconut Creek, Florida 33073

Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 S. Monroe Street, Suite 300

Tallahassee, FL 32301 Attn: District Counsel

To Heritage Willow: The Kolter Group, LLC

701 S. Olive Avenue, Suite 104 West Palm Beach, FL 33401

Attn: Paul Martin

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Heritage Willow and counsel(s) for the Districts may deliver Notice on behalf of Heritage Willow and the Districts, respectively.

- 11. Third Parties. This Agreement is solely for the benefit of Heritage Willow and the Districts, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than Heritage Willow and the Districts any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair either Party's right to protect its rights from interference by a third party.
- 12. <u>Controlling Law and Venue.</u> This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to

venue in Hendry County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

- 13. <u>Public Records.</u> All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.
- 14. <u>Severability.</u> The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
- 15. <u>Binding Effect.</u> This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall run with the title to the Easement Area and shall bind and/or benefit the owners thereof, and their respective successors, assigns, tenants, agents, employees, invitees and licensees.
- 16. <u>Authorization</u>. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.
- 17. <u>Amendments</u>. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Heritage Willow and the Districts.
- 18. <u>Entire Agreement.</u> This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.
- 19. <u>Non-Waiver</u>. Any delay of either Party in enforcing its rights or remedies under this Agreement shall not waive, affect, diminish, suspend or exhaust any such right or remedy. No act or omission, or series of acts or omissions, by a Party as to any failure of the other to perform this Agreement shall be deemed to be a waiver by such Party of the right at all times to insist upon full and complete performance in accordance with this Agreement.
- 20. <u>Headings for Convenience Only.</u> The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 21. Arm's Length Transaction. This Agreement has been negotiated fully between the Districts and Heritage Willow as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

- 22. <u>Effective Date</u>. This Agreement shall be effective as of the date first written above.
- 23. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Heritage Willow and the Districts caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered in the presence of:	Verandah East Community Development District
Print Name: Corinne Oliver	By: Dat Montin Chairperson/Vice Chairperson
Cindy Lay Martel Print Name: Cindy Kay Martel	
STATE OF FLORIDA COUNTY OF Lee	
February, 2014, by the Chairperso	acknowledged before me this 13th day of on/Vice Chairperson of the Verandah East Community rict. He/She is personally known to me or has produced as identification.
	(Signature of Notary Public)



(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: EE 100404
My Commission Expires: May 8, 2016

WITNESSES:

Signed, sealed and delivered	Verandah West Community
in the presence of:	Development District
Print Name: Cheo CRISUDAD	By: Chairperson
Print Name: CHESLEYE. ADAMS	
STATE OF FLORIDA COUNTY OF LEE	
FEBRUARY, 2014, by the Chairpers	knowledged before me this <u>28</u> day of son/Vice Chairperson of the Verandah West the District. He/She is personally known to me or as identification.
CHESLEY E. ADAM: Notary Public - State of My Comm. Expires Jul Commission # EE 7 Bonded Through National No	1 Florida 18, 2015 17636 Polary Assa. Syped name of Notary Public) Notary Public, State of Florida Commission No.:
	My Commission Expires:

Signed, sealed and delivered in the presence of:

Print Name:

Heritage Willow LLC, a Florida limited liability company

1 ind	1).	m.	 7

Print Name: Cincy Kay Warte

By: Jof Mente Print Name: Paul Martin Anthorized signatory

STATE OF FLORIDA
COUNTY OF LEE_____

The foregoing instrument was acknowledged before me this day of February, 2014, by Martin of Heritage Willow LLC, on behalf of said limited liability company. He/She is personally known to me or has produced as identification.

CINDY KAY MARTEL

Notary Public - State of Florida

My Comm. Expires May 8, 2016

Commission # EE 180404

Bonded Through National Notary Assn.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: EE 160404

My Commission Expires: May \$ 2014

EXHIBIT A LEGAL DESCRIPTION FOR EASEMENT AREA

Those lands identified as a Parcel in Sections 5 & 6, Township 44 South, Range 30 East, Hendry County Florida, in that certain Deed of Conservation Easement recorded as Instrument #200610889, Book 738, Pages 1048-1053 in the Official Records of Hendry County, Florida, and otherwise described herein.

VERANDAH EAST & WEST PANTHER MITIGATION LAND TOUR 1/29/24

LOCATION:

320 ACRES IN LABELLE RANCH MITIGATION AREA

ATTENDEES:

DISTRICT MANAGER - CLEO ADAMS
OPERATIONS MANAGER - SHANE WILLIS
CROSSCREEK ENVIRONMENTAL - ISAAC
AREVALO

FINDINGS:

- * NO SIGNIFICANT INVASIVES
- * CATTLE PRESENT ON PROPERTY
- * EVIDENCE OF RECENT CONTROLLED BURN
- * NO UNAUTHORIZED STRUCTURES OR ACTIVITIES PRESENT

ENTRY TO PANTHER MITIGATION PROPERTY IS OFF SR29 & B ROAD





TAKE A RIGHT AT THE BULL









































































VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

VERANDAH WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MARCH 31, 2024

	Majo		
		Debt	Total
		Service	Governmental
	General	Series 2013	Funds
ASSETS			
Cash (SunTrust)	\$234,621	\$ -	\$ 234,621
Investments			
Revenue account	-	1,214,897	1,214,897
Reserve account	-	448,350	448,350
Due from general fund	-	33,419	33,419
Off-roll Assessments receivable	-	5,351	5,351
Due from Verandah East	1,893		1,893
Due from other	19,140	-	19,140
Deposits	57		57
Total assets	\$ 255,711	\$ 1,702,017	\$ 1,957,728
LIABILITIES Liabilities:	//-		
Due to debt service fund	33,419	-	33,419
Due to other governments	3,970		3,970
Total liabilities	37,389		37,389
DEFERRED INFLOWS OF RESOURCES			
Unearned revenue	9,561	-	9,561
Deferred revenue	19,140	269,196	288,336
Total deferred inflows of resources	28,701	269,196	297,897
Fund balances: Restricted for:			
Debt service	-	1,432,821	1,432,821
Unassigned	189,621	-	189,621
Total fund balances	189,621	1,432,821	1,622,442
Total liabilities, deferred inflows of resources			
and fund balances	\$255,711	\$1,702,017	\$ 1,957,728

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND 001 FOR THE PERIOD MARCH 31, 2024

		urrent lonth	,	Year to Date		Budget	% of Budget
REVENUE	_		_		_		/
Special assessment: on-roll	\$	4,905	\$	192,962	\$	195,561	99%
Special assessment: off-roll		1,594		9,562		19,123	50%
Interest & miscellaneous		2		15		337	4%
Total revenue		6,501		202,539		215,021	94%
EXPENDITURE							
Professional & administrative							
Supervisor fees		-		2,016		3,930	51%
Management and accounting		5,846		35,078		70,155	50%
Audit		-		-		8,365	0%
Legal		2,726		4,252		5,614	76%
Field management		990		5,940		11,881	50%
Engineering		2,308		4,993		5,614	89%
Trustee		-		3,010		5,614	54%
Dissemination agent		387		2,325		4,649	50%
Arbitrage		-		-		1,684	0%
Assessment roll preparation		1,123		6,737		13,474	50%
Telephone		36		217		435	50%
Postage		13		251		281	89%
Insurance		-		8,429		8,534	99%
Printing & binding		75		453		906	50%
Legal advertising		_		_		842	0%
Office expenses and supplies		_		_		140	0%
Website		_		396		792	50%
Contingencies		63		309		842	37%
Annual district filing fee		_		196		196	100%
Total professional & admin		13,567		74,602		144,173	52%
Water management							
Contractual services		_		17,440		69,055	25%
Aquascaping		_				2,807	0%
Utilities		49		252		730	35%
Contingencies				-		2,807	0%
Total water management		49		17,692	-	75,399	23%
Total Mator Managomont				.1,002		70,000	2070

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND 001 FOR THE PERIOD MARCH 31, 2024

	Current Month	Year to Date	Budget	% of Budget
Other fees and charges				
Property appraiser	-	-	936	0%
Tax collector	<u> </u>	1,617	1,723	94%
Total other fees & charges		1,617	2,659	61%
Total expenditures	13,616	93,911	222,231	42%
Excess/(deficiency) of revenues over/(under) expenditures	(7,115)	108,628	(7,210)	
Fund balances - beginning Fund balances - ending	196,736 \$ 189,621	80,993 \$ 189,621	73,857 \$ 66,647	

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND 202 - SERIES 2013 FOR THE PERIOD MARCH 31, 2024

	Current Month	Year to Date		Budget		% of Budget
REVENUES						
Special assessment: on-roll	\$ 22,696	\$	885,439	\$	906,231	98%
Special assessment: off-roll	-		-		332,699	0%
Interest income	 5,211		20,407		<u>-</u>	N/A
Total revenues	27,907		905,846		1,238,930	73%
EXPENDITURES						
Debt service					777 000	201
Principal	-		-		755,000	0%
Prepayment	-		5,000		-	N/A
Interest			239,000		478,000	50%
Total debt service	-		244,000		1,233,000	20%
Excess/(deficiency) of revenues						
over/(under) expenditures	27,907		661,846		5,930	
Fund balances - beginning	 1,404,914		770,975		682,094	
Fund balances - ending	\$ 1,432,821	\$	1,432,821	\$	688,024	

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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1 2 3 4 5	MINUTES OF I VERANDAH COMMUNITY DEVELO	WEST
	·	·
6	Regular Meeting on January 10, 2024 at 2:00 p.m.	., at 11390 Palm Beach Blvd., First Floor, Fort
7 8	Myers, Florida 33905.	
9 10	Present were:	
11	Jeffrey Jordan	Chair
12	Susie McIntyre	Vice Chair
13 14	Paul Zampiceni Gerald Baldwin	Assistant Secretary
15	Geraiu Baiuwiii	Assistant Secretary
16		
17	Also present:	
18		
19	Chuck Adams (via telephone)	District Manager
20	Cleo Adams	District Manager
21 22	Shane Willis	Operations Manager District Counsel
23	Alyssa Willson (via telephone) Brent Burford (via telephone)	District Courser District Engineer
24	Susan Shields	Resident/VCA Board Member
25	Susuii Sinicius	nesident, vert beard member
26		
27	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
28		
29	Mrs. Adams called the meeting to order at	2:00 p.m.
30		and Baldwin were present. Supervisor St.
31	Lawrence was not present.	
32		
33 34	SECOND ORDER OF BUSINESS	Public Comments (3 minutes per person)
35 36	There were no public comments.	
37 38 39 40	THIRD ORDER OF BUSINESS	Acceptance of Resignation of Supervisor Lorie St. Lawrence [Seat 3]; Term Expires November 2024
41	Mrs. Adams presented Ms. St. Lawrence's r	esignation letter.

42 43 On MOTION by Mr. Zampiceni and seconded by Ms. McIntyre, with all in favor, the resignation of Ms. Lorie St. Lawrence, from Seat 3, was accepted. 44 45 46 47 **FOURTH ORDER OF BUSINESS Consider Appointment of Qualified Elector** 48 to Fill Unexpired Term of Seat 3 49 50 Mrs. Adams distributed a Memorandum related to an interested candidate. She noted 51 that the agenda letter incorrectly identified the vacancy as Seat 4; however, the correct vacancy 52 is Seat 3. 53 Mr. Zampiceni discussed the qualifications of candidate Edward Faynor. 54 Mr. Zampiceni nominated Mr. Edward Faynor to fill Seat 3. No other nominations were 55 made. 56 57 On MOTION by Mr. Zampiceni and seconded by Mr. Jordan, with all in favor, the appointment of Mr. Edward Faynor to fill Seat 3, was approved. 58 59 60 Administration of Oath of Office to Appointed Supervisor 61 This item was deferred. 62 63 64 FIFTH ORDER OF BUSINESS Consideration of Resolution 2024-01. 65 Appointing and Removing Officers of the **District and Providing for an Effective Date** 66 67 68 This item was deferred. 69 70 SIXTH ORDER OF BUSINESS Consideration of Resolution 2024-02, Implementing Section 190.006(3), Florida 71 72 Statutes, and Requesting that the Lee 73 County Supervisor of Elections Begin 74 Conducting the District's General Elections; 75 Providing for Compensation; Setting Forth 76 the Terms of Office; Authorizing Notice of 77 the Qualifying Period; and Providing for 78 Severability and an Effective Date 79

Mrs. Adams presented Resolution 2024-02. Candidates must be a citizen of the United States, at least 18 years of age, a legal resident of Florida, reside within the CDD and be a registered voter in Lee County. The candidate qualifying period is noon, June 10, 2024 to noon, June 14, 2024. Seats 1, 3 and 5 will be up for election at the November 2024 General Election.

On MOTION by Mr. Jordan and seconded by Mr. Zampiceni, with all in favor, 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, was adopted.

SEVENTH ORDER OF BUSINESS

Update: License Agreement Regarding C-1 Wetland Repairs with the Club

Ms. Willson stated Staff was contacted by the insurance company just before the end of the year regarding this claim. At a meeting on January 5, 2024, a preliminary review was completed and pictures provided and the representative advised that a response is expected within two weeks. Given that Mrs. Adams has proposals for the repairs, she suggested allowing the two weeks and authorizing execution of an agreement for the repairs at the end of the month, if no response is received.

Mrs. Adams stated the Notice of Code Violation was received on May 3, 2022. She stated The Club has still not paid the year-to-date expenses totaling nearly \$20,000.

Discussion ensued regarding allowing The Club time to respond.

On MOTION by Ms. McIntyre and seconded by Mr. Baldwin, with all in favor, authorizing Staff to execute the Agreement with EarthBalance, in an amount not to exceed \$13,729, if a response is not received within two weeks of January 5, 2024, was approved.

Ms. Willson will make The Club aware of the Board's direction.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of November 30, 2023

117	Mrs. Adams presented the Unaudited Financial Statements as of November 30, 2023.
118	Discussion ensued regarding the Lake Bank Restoration Project.
119	The financials were accepted.
120	
121 122 123	NINTH ORDER OF BUSINESS Approval of October 11, 2023 Regular Meeting Minutes
124	Mrs. Adams presented the October 11, 2023 Regular Meeting Minutes.
125	The following change was made:
126	Line 74: Change "Veranda" to "Verandah"
127	
128 129	On MOTION by Mr. Jordan and seconded by Mr. Baldwin, with all in favor, the October 11, 2023 Regular Meeting Minutes, as amended, were approved.
130 131 132 133	TENTH ORDER OF BUSINESS Staff Reports
134	A. District Counsel: Kutak Rock LLP
135	Required Ethics Training
136	Ms. Willson presented a Memorandum explaining the ethics training requirements, the
137	online version of which contains links to free courses provided by the Florida Commission on
138	Ethics (COE). The requirements must be met by December 31, 2024; completion will be
139	reported by checking a box on Form 1 when filing it in 2025.
140	Mrs. Adams asked if a brief discussion of the LaBelle Ranch Mitigation Area in Hendry
141	County is in order.
142	Ms. Willson stated Staff is reviewing the underlying requirements, as it appears that
143	there are some mitigation requirements associated with the initial bond financing. Staff is
144	working to determine if that is the case and, if so, exactly what the requirements are.
145	Mrs. Adams stated that the property sold; however, the CDD has a maintenance
146	easement with the South Florida Water Management District (SFWMD) to ensure that the
147	property, which is in Hendry County, is being maintained as conservation. Mrs. Adams and Mr.
148	Willis will inspect the property, which is not owned by the CDD; it is agricultural property

149

utilized for cattle grazing.

DRAFT

January 10, 2024

VERANDAH WEST CDD

178

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

179		
180		
181		
182		
183	Secretary/Assistant Secretary	Chair/Vice Chair

DRAFT

January 10, 2024

VERANDAH WEST CDD

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS A





107 West College Avenue, Tallahassee, FL 32301 850.692.7300

MEMORANDUM

To: Board of Supervisors

From: District Counsel

Date: January 1, 2024

Subject: Ethics Training Requirements

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. 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.

¹ https://ethics.state.fl.us/Training/Training.aspx

KUTAKROCK

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)¹

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: <u>4-Hour Ethics Course</u>. 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.

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS PID SAMPLE

County: SAMPLE COUNTY

AGENCY INFORMATION

Organization Suborganization Title

SAMPLE SAMPLE SAMP

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023.

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person) (If you have nothing to report, write "nane" or "n/a")

Name of Source of Income

Source's Address

Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/De	scription
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Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000): (If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor	

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses) (If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer	
Digitally signed:	
Filed with COE:	
	S '

2023 Form 1 Instructions Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

- 1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
- 3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
- 4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
- 5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
- 6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
- 9. Members of governing boards of charter schools operated by a city or other public entity.
- 10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
- 12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
- 13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
- 14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
- 17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c),
 Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. <u>You do not have to disclose any public salary or public position(s)</u>. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list <u>each individual company</u> from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a
 source of income the purchaser's name, address and principal business activity. If the purchaser's identity is
 unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income
 should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution
 (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and
 its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- 1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); *and*,
- 2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one
 customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of
 the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

VERANDAH WEST COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS C



Wrathell, Hunt and Associates, LLC

TO: Verandah East & Verandah West of Supervisors

FROM: Cleo Adams – District Manager

DATE: May 8, 2024

SUBJECT: District Manager Report

For 2024/25 Budget Purposes (Combined):

Water Management:

• Contract Services: \$122,264.00 Expires 5/31/25

• Aquascaping/Pipe Cleanout: \$86,300.00 + \$10K = \$96,300.00 (littorals)

Insurance:

• Renewal 2024/25: \$16,558.00 (General Liability/Public Officials)

(\$1,043.00 increase from last year)

Engineering Fees:

• Johnson Eng Fee Increase 1/1/2023: 7%

• (Budget allocation will be based on current financials)

Verandah East Only:

• Perimeter Fence/Wall: \$1,800.00

Verandah West Only: Add On:

• Bank Restoration Projects: Lake H-12: \$120,000.00

Lake H-8A: \$ 7K

Verandah West Only:

• Printing & Binding: Continue to receive agenda books

Aquatic Maintenance:

<u>Lake & Wetland Maintenance Contract</u>: The current contract with Crosscreek Environmental, Inc. is set to expire May 31, 2024. This is an agenda item for Board consideration for the 2nd year option to renew.

<u>Fixed Structure Inspection Reporting:</u> To be completed during the month of May annually. Report will be emailed to the Board as an fyi. Any issues of concern will be brought to the Board at their next scheduled meeting, August 14th.

<u>Bi-Annual Aeration Inspections/Reporting:</u> The bi-annual maintenance event was submitted in December. RE: Lakes BB4 & U5 **Note:** Next maintenance event is scheduled for June.

Culvert Inspections/Cleaning:

- Lake A-2 to Lake Z-4: Cleaning of this structure was completed during the month of March for a cost of \$8,800.00.
- ROV Inspection of Structure S-12 Located on Edgewater Trace Drive adjacent to Lake R1A \$500.00 due to a depression on the street @ curb: No issues/compromise found to the pipe.
- Pipe Inspections of all District owned pipes was completed in April for a cost of \$6K

Total Cost: \$15,300.00 (shared cost)

<u>Conservation Replant C-1/Verandah West:</u> Continued discussion: Letter received from SFWMD Matt Brosious on February 15th indicating that C-1 is in compliance. Johnson Engineering Fees of \$6,830.00 + attorney fees can only be recovered.

Note: Planting by EarthBalance of \$5,879.00 can't be recovered as the plantings took place after the notice from SFWMD was sent out.

2024 Elections: Verandah East: Seats 3, 4 & 5 (Voiles, Jaross & Moore) Verandah West: Seats 1, 3 & 5 (Jordan, Faynor & Baldwin)

Seats are set to expire in November. Qualifying period with the Supervisor of Elections office is Noon, June 10th thru Noon, June 14th.

Ethics Training For Special District Supervisors: Supervisors will be required to complete four (4) hours of training each calendar year. For those seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. Ethics Training Website: https://ethics.state.fl.us/Training/Training.aspx.

www.whhassociates.com

WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2024

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2024
Babcock Ranch	0
Bay Creek	792
Bayside Improvement	3,068
Beach Road Golf Estates	1,339
Brooks I of Bonita Springs	2,253
Brooks II of Bonita Springs	1,518
Coral Bay	81
East Bonita Beach Road	647
Mediterra	446
Parklands Lee	565
Parklands West	592
River Hall	2,860
River Ridge	1,456
Saltleaf CDD	0
Savanna Lakes	82
Stonewater	226
Stoneybrook	1,740
University Square	0
University Village	0
Verandah East	997
Verandah West	1,014
Waterford Landing	1,512
WildBlue	864

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

Tammy Lipa – Voice: 239-533-6329

Email: tlipa@lee.vote

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