



Rizzetta & Company

Veranda Community Development District II

Board of Supervisors' Meeting April 20 2021

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32085

Board of Supervisors

Grady Miars	Chairman
Austin Burr	Assistant Secretary
Robert Nelson	Assistant Secretary
Ellen Johnson	Assistant Secretary

District Manager

Melissa Dobbins Rizzetta & Company, Inc.

District Counsel

Jonathan Johnson Hopping Green & Sams P.A.

District Engineer

James Terpening Culpepper & Terpening, Inc.

All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

District Office · 2806 N. Fifth Avenue, Unit 403 · St. Augustine, Florida 32084 · (904) 436-6270
www.verandacdd2.org

April 13, 2021

**Board of Supervisors
Veranda Community
Development District II**

AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Veranda Community Development District II will be held on **April 20, 2021 at 11:00 a.m.** at the Office of Greenpointe Communities located at 864 South East Becker Road, Port St Lucie, FL 34984. The following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Acceptance of Board Member Resignation.....Tab 1
 - B. Consideration of Appointment to Seat #2
 - C. Consideration of Resolution 2021-07, ReDesignating Officers.....Tab 2
 - D. Consideration of the Minutes of Meeting from the Regular Board Meeting held on March 9, 2021.....Tab 3
 - E. Ratification of Operation and Maintenance Expenditures for February 2021.....Tab 4
 - F. Ratification of Requisitions, Series 2018, CR254 AA2, CR255-256, CR257-261, CUS1-3, CUS4-6.....Tab 5
 - G. Consideration of Updated Dissemination Agreement.....Tab 6
 - H. Consideration of Audit Committee Recommendation
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 5. BUSINESS ITEMS**
 - A. Consideration of RFP for Construction Services, Veranda Oaks Phase 1 Infrastructure Improvements
 - B. Ratification of Wells Brothers Construction Agreement.....Tab 8
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Sincerely,
Melissa Dobbins
Veranda Community

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

District Office · 2806 N. Fifth Avenue, Unit 403 · St. Augustine, Florida 32084 · (904) 436-6270
www.verandacdd2.org

Development District II

CALL TO ORDER / ROLL CALL

AUDIENCE COMMENTS ON AGENDA ITEMS

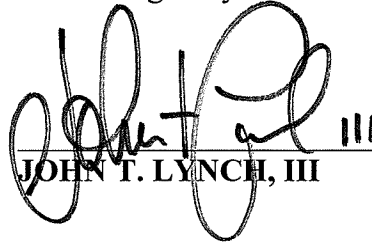
BUSINESS ADMINISTRATION

Tab 1

RESIGNATION

I, JOHN T. LYNCH, III, hereby resign, effective immediately, as a Supervisor of Veranda Community Development District II (“CDD”). I request that this resignation be accepted by the Board of Supervisors of the CDD at its next regularly-scheduled meeting.

Effective March 16, 2021



JOHN T. LYNCH, III

Consideration of Appointment to Seat #2

Tab 2

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VERANDA COMMUNITY DEVELOPMENT DISTRICT II DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Veranda Community Development District II (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Lucie County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VERANDA COMMUNITY DEVELOPMENT DISTRICT II:

- Section 1. _____ is appointed Chairman.
- Section 2. _____ is appointed Vice Chairman.
- Section 3. _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman, Vice-Chairman and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 20th day of April, 2021.

**VERANDA COMMUNITY
DEVELOPMENT DISTRICT II**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 3

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**VERANDA
COMMUNITY DEVELOPMENT DISTRICT II**

The regular meeting of the Board of Supervisors of the Veranda Community Development District II was held on **Tuesday, March 9, 2021 at 11:00 a.m.** at the Office of Greenpointe Communities located at 864 South East Becker Road, Port St Lucie, FL 34984. Following is the agenda for the meeting.

John Lynch	Board Supervisor, Vice Chairman
Robert Nelson	Board Supervisor, Assistant Secretary
Austin Burr	Board Supervisor, Assistant Secretary
Ellen Johnson	Board Supervisor, Assistant Secretary (via speaker phone)

Also present were:

Melissa Dobbins	Regional District Manager, Rizzetta & Company, Inc. (via speaker phone)
Jonathan Johnson	District Counsel, Hopping Green & Sams (via speaker phone)
Peter Dame	Bond Counsel, Akerman, LLP (via speaker phone)
James "Butch" Terpending	District Engineer, Culpepper & Terpending, Inc (via speaker phone)
Scott Brizendine	Manager, District Financial Services, Rizzetta & Company, Inc. (via speaker phone)

There were no members of the public.

FIRST ORDER OF BUSINESS**Call to Order**

Ms. Dobbins called the meeting to order at 11:15 a.m.

SECOND ORDER OF BUSINESS**Public Comments**

No members of the Public present.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of
Meeting from the Regular Board**

Meeting held on February 9, 2021

On a motion by Mr. Burr, seconded by Mr. Lynch, with all in favor, the Board approved Minutes of Meeting from the Regular Board Meeting held on January 12, 2021 for Veranda Community Development District II.

FOURTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures for January 2021

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified Operation and Maintenance Expenditures for January 2021 in the amount of \$12,418.61 for Veranda Community Development District II.

FIFTH ORDER OF BUSINESS

Ratification of Requisitions, Series 2018, CR235-244, CR246-248, CR249-250, CR251-252, CR253-244, CR254 AA45, CR255-256 and CUS1-CUS3

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified Requisitions, Series 2018, CR235-244, CR246-248, CR249-250, CR251-252, CR253-244, CR254 AA45, CR255-256 and CUS1-CUS3 for Veranda Community Development District II.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

1.) Update on E-Verify

Mr. Johnson asked the Board to authorize District Staff to register the District into the E-Verify system and authorize the Vice Chairman to sign any document on behalf of the District that might be required to do so.

On a motion by Mr. Burr, seconded by Mr. Nelson, with all in favor, the Board approved and authorized the Vice Chairman to execute any E-Verify document to register the District for Veranda Community Development District II.

B. District Engineer

No report.

C. District Manager

MS. Dobbins updated the Board that the next meeting will be Tuesday, April 13, 2021 at 11:00 a.m.

SEVENTH ORDER OF BUSINESS

**Ratification of Firethorn Agreement,
Change Order No. 2, Veranda
Gardens East, Phase 3**

On a motion by Mr. Burr, seconded by Mr. Lynch, with all in favor, the Board ratified Firethorn Agreement, Change Order No. 2, Veranda Gardens East, Phase 3 for Veranda Community Development District II.

EIGHTH ORDER OF BUSINESS

**Ratification of Firethorn Agreement,
Change Order No. 3, Water Main
Sleeve**

On a motion by Mr. Burr, seconded by Mr. Lynch, with all in favor, the Board ratified Firethorn Agreement, Change Order No. 3, Water Main Sleeve for Veranda Community Development District II.

NINTH ORDER OF BUSINESS

**Ratification of Firethorn Agreement,
Change Order No. 4, Veranda
Preserve West, Phase 2**

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified Firethorn Agreement, Change Order No. 4, Veranda Preserve West, Phase 2 for Veranda Community Development District II.

TENTH ORDER OF BUSINESS

**Ratification of Firethorn Agreement,
Change Order No. 5, Pad
Certifications**

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified Firethorn Agreement, Change Order No. 5, Pad Certifications for Veranda Community Development District II.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-05,
Assessment Resolution Area Four –
Veranda Oaks Project**

Mr. Johnson reviewed Resolution 2021-05 and noted exhibits.

The Board had no further questions.

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board adopted Resolution 2021-05, Assessment Resolution Area Four, Veranda Oaks Project for Veranda Community Development District II.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2021-06, Assessment Resolution Area Five – Phase 1 Veranda Estates Project

Mr. Johnson noted that this Resolution has the same exhibits for a different phase of the project. The Board had no further questions.

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board adopted Resolution 2021-06, Assessment Resolution Area Five, Phase 1 Veranda Estates Project for Veranda Community Development District II.

THIRTEENTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

Mr. Dame noted that closing documents would be mailed to Mr. Lynch and Ms. Dobbins for execution at the end of the month.

No supervisor comments.

No audience.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 11:24 a.m. for Veranda Community Development District II.

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Secretary / Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 4

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

District Office · 2806 N. Fifth Street · Suite 403 · St. Augustine, FL 32084

Operation and Maintenance Expenditures February 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,741.20**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Veranda Community Development District II

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Robert Nelson	001182	RN02092021	Board of Supervisor Meeting 02/09/2021	\$ 200.00
Ellen Johnson	001179	EJ02092021	Board of Supervisor Meeting 02/09/2021	\$ 200.00
Hopping Green & Sams	001175	119962	Legal Services 12/20	\$ 899.00
Impact Landscaping & Irrigation LLC	001180	39192	Landscape Maintenance 02/21	\$ 4,272.00
John Thomas Lynch III	001181	JL02092021	Board of Supervisor Meeting 02/09/2021	\$ 200.00
Rizzetta & Company, Inc.	001176	INV0000055969	District Management Fees 02/21	\$ 3,958.33
Rizzetta Technology Services	001177	INV0000006767	Email/Website Hosting Service 02/21	\$ 100.00
Superior Waterway Services, Inc.	001183	75193	Lake Management 02/21	\$ 195.00
Superior Waterway Services, Inc.	001183	75194	Lake Maintenance 02/21	\$ 551.00
Treasure Coast Newspapers	001178	0003697337	Acct #336947 Legal Advertising 01/21	\$ <u>165.87</u>
Report Total				<u>\$ 10,741.20</u>

Tab 5

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE – 2806 N FIFTH STREET UNIT 403 – ST AUGUSTINE, FLORIDA 32084

February 23, 2021

U.S. BANK NATIONAL ASSOCIATION
Veranda CDD II Series 2018
Corporate Trust Services
Attention: Barry Knack
60 Livingston Avenue
Saint Paul, MN 55107

RE: Series 2018 Construction Account
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Accounts.

PLEASE EXPEDITE PAYMENT TO THE PAYEE VIA WIRE:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR254 AA2	FIRETHORN, INC	\$ 104,194.12	S2018 A2

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,
VERANDA COMMUNITY
DEVELOPMENT DISTRICT II
Melissa Dobbins
Regional District Manager

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

M E M O R A N D U M

TO: Butch Terpening, Jr., **Culpepper & Terpening, Inc.**
Grady Miars, **Chairman**
John Lynch, **Vice-Chairman**

FROM: Gnanam Namasivayam/Kaitlyn Gallant
Veranda Community Development District II

DATE: February 22, 2021

RE: Series 2018 Construction Requisition(s) Approval: CR254 AA2

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Grady Miars.

Grady/John, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing:

gnamasivayam@rizzetta.com

If you have any questions, please do not hesitate to call me at (407) 472 2471.

FIRETHORN, INC

\$ 104,194.12

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A (ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: February 22, 2021

- (a) Requisition Number: CR254 AA2
- (b) Name of Payee: Firethorn, Inc.

609 N. Hepburn Ave. Unit 105

Jupiter, FL 33458
- (c) Amount Payable: \$ 104,194.12
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay App 12RET for Veranda Preserve West – Phase 2
- (e) Fund or Account from which disbursement to be made:

\$ 104,194.12 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;
2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
4. each disbursement represents a Cost of the Project which has not previously been paid.

VERANDA COMMUNITY DEVELOPMENT DISTRICT II



DISTRICT OFFICE – 2806 N FIFTH STREET UNIT 403 – ST AUGUSTINE, FLORIDA 32084

February 24, 2021

U.S. BANK NATIONAL ASSOCIATION
Veranda CDD II Series 2018
Corporate Trust Services
Attention: Barry Knack
60 Livingston Avenue
Saint Paul, MN 55107

RE: Series 2018 Construction Account
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Accounts.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S):

EW CONSULTANTS, INC VIA USPS
FIRETHORN, INC VIA WIRE

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR255 AA345	EW CONSULTANTS, INC	\$ 820.00	S2018 B
CR256 AA1	FIRETHORN, INC	\$ 695,337.00	S2018 A1

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,
VERANDA COMMUNITY
DEVELOPMENT DISTRICT II
Melissa Dobbins
Regional District Manager

VERANDA COMMUNITY DEVELOPMENT DISTRICT II



DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

MEMORANDUM

TO: Butch Terpening, Jr., **Culpepper & Terpening, Inc.**
Grady Miars, **Chairman**
John Lynch, **Vice-Chairman**

FROM: Gnanam Namasivayam/Kaitlyn Gallant
Veranda Community Development District II

DATE: February 24, 2021

RE: Series 2018 Construction Requisition(s) Approval: CR255 AA345; CR256 AA1

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Grady Miars.

Grady/John, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing:

gnamasivayam@rizzetta.com

If you have any questions, please do not hesitate to call me at (407) 472 2471.

EW CONSULTANTS, INC
FIRETHORN, INC

\$ 820.00
\$ 695,337.00

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B (ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: February 24, 2021

- (a) Requisition Number: CR255 AA345
- (b) Name of Payee: EW Consultants, Inc.

1000 SE Monterey Common Blvd, Suite 208

Stuart, FL 34996
- (c) Amount Payable: \$ 820.00
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice # 25153 for Project No. 1613.12 Becker Rd
- (e) Fund or Account from which disbursement to be made:

\$ 820.00 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A (ASSESSMENT AREA ONE - GARDENS EAST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a First Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: February 24, 2021

- (a) Requisition Number: CR256 AA1
- (b) Name of Payee: Firethorn, Inc.
- (c) Amount Payable: \$ 695,337.00
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of issuance, if applicable): Pay App 8 for Veranda Gardens East – Phase 3
- (e) Fund or Account from which disbursement to be made:

\$ 695,337.00 from the Assessment Area One Bonds Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
- 2. each disbursement set forth above is a proper charge against the Assessment Area One Bonds Acquisition and Construction Fund or the Series 2018 Cost of Issuance Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

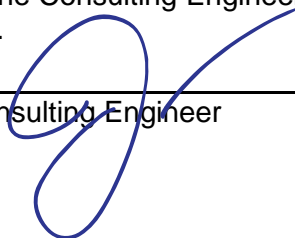
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By:  _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

 _____
Consulting Engineer

VERANDA COMMUNITY DEVELOPMENT DISTRICT II



DISTRICT OFFICE – 2806 N FIFTH STREET UNIT 403 – ST AUGUSTINE, FLORIDA 32084

April 01, 2021

U.S. BANK NATIONAL ASSOCIATION
Veranda CDD II Series 2018
Corporate Trust Services
Attention: Barry Knack
60 Livingston Avenue
Saint Paul, MN 55107

RE: Series 2018 Construction Account
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Accounts.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA:

EW CONSULTANTS, INC VIA USPS
HOPPING GREEN & SAMS VIA USPS
KIMLEY-HORN AND ASSOCIATES VIA UPS
FIRETHORN, INC VIA WIRE

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR257 AA345	EW CONSULTANTS, INC	\$ 1,548.70	S2018 B
CR258 AA345	HOPPING GREEN & SAMS, P. A	\$ 2,985.50	S2018 B
CR259 AA2	KIMLEY-HORN AND ASSOCIATES, INC	\$ 18,670.70	S2018 A2
CR260 AA2	KIMLEY-HORN AND ASSOCIATES, INC	\$ 330.97	S2018 A2
CR261 AA1	FIRETHORN, INC	\$ 155,948.51	S2018 A1

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,
VERANDA COMMUNITY
DEVELOPMENT DISTRICT II
Melissa Dobbins
Regional District Manager

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

MEMORANDUM

TO: Butch Terpening, Jr., **Culpepper & Terpening, Inc.**
Grady Miars, **Chairman**

FROM: Gnanam Namasivayam/Kaitlyn Gallant
Veranda Community Development District II

DATE: March 30, 2021

RE: Series 2018 Construction Requisition(s) Approval: CR257 - 260

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Grady Miars.

Grady, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing:

gnamasivayam@rizzetta.com

If you have any questions, please do not hesitate to call me at (407) 472 2471.

EW CONSULTANTS, INC	\$ 1,548.70
HOPPING GREEN & SAMS, P.A	\$ 2,985.50
KIMLEY-HORN AND ASSOCIATES, INC	\$18,670.70
KIMLEY-HORN AND ASSOCIATES, INC	\$330.97

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B (ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: March 30, 2021

- (a) Requisition Number: CR257 AA345
- (b) Name of Payee: EW Consultants, Inc.

1000 SE Monterey Common Blvd, Suite 208

Stuart, FL 34996
- (c) Amount Payable: \$ 1,548.70
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice #'s 25245 for the Oaks and 25246 for Becker Rd
- (e) Fund or Account from which disbursement to be made:

\$ 1,548.70 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B (ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: March 30, 2021

- (a) Requisition Number: CR258 AA345
- (b) Name of Payee: Hopping Green & Sams
119 S. Monroe Street, Ste 300
P.O Box 6526
Tallahassee, FL 32314
- (c) Amount Payable: \$ 2,985.50
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice # 120579 for Professional Services thru January 31, 2021
- (e) Fund or Account from which disbursement to be made:
\$ 2,985.50 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;
2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.


Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018B Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A (ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: March 30, 2021

- (a) Requisition Number: CR259 AA2
- (b) Name of Payee: Kimley-Horn and Associates, Inc.

445 24th Street

Suite 200

Vero Beach, FL 32960
- (c) Amount Payable: \$ 18,670.70
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 147541002-0121 for Project No. 147541002
- (e) Fund or Account from which disbursement to be made:

\$ 18,670.70 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By:  _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

 _____
Consulting Engineer

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A (ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: March 30, 2021

- (a) Requisition Number: CR260 AA2
- (b) Name of Payee: Kimley-Horn and Associates, Inc.

445 24th Street

Suite 200

Vero Beach, FL 32960
- (c) Amount Payable: \$ 330.97
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 147541002-0221 for Project No. 147541002
- (e) Fund or Account from which disbursement to be made:

\$ 330.97 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.


Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A (ASSESSMENT AREA ONE - GARDENS EAST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a First Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: March 31, 2021

- (a) Requisition Number: CR261 AA1
- (b) Name of Payee: Firethorn, Inc.
- (c) Amount Payable: \$ 155,948.51
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of issuance, if applicable): Pay App 9 for Veranda Gardens East – Phase 3
- (e) Fund or Account from which disbursement to be made:

\$ 155,948.51 from the Assessment Area One Bonds Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
- 2. each disbursement set forth above is a proper charge against the Assessment Area One Bonds Acquisition and Construction Fund or the Series 2018 Cost of Issuance Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE – 2806 N FIFTH STREET UNIT 403 – ST AUGUSTINE, FLORIDA 32084

January 28, 2021

SUNTRUST BANK

Veranda CDD II, Construction Account
Attention: Gnanam Namasivayam
8529 South Park Circle – Suite 330
Orlando, FL 32819

RE: **Series 2018B Construction Custody Account**
Requisition for Payment

Dear Gnanam:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's SunTrust Construction Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA: UPS

REQ. NO.	PAYEE	AMOUNT
CUS1 AA345	IMPACT LANDSCAPING & IRRIGATION, LLC	\$ 209,366.19
CUS2 AA345	GUETTLER BROTHERS CONSTRUCTION, LLC	\$ 133,014.44
CUS3 AA345	IMPACT LANDSCAPING & IRRIGATION, LLC	\$ 212,461.56

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,
VERANDA COMMUNITY
DEVELOPMENT DISTRICT II

Melissa Dobbins
Regional District Manager

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

M E M O R A N D U M

TO: Butch Terpening, Jr., **Culpepper & Terpening, Inc.**
Grady Miars, **Chairman**
John Lynch, **Vice-Chairman**

FROM: Gnanam Namasivayam/Kaitlyn Gallant
Veranda Community Development District II

DATE: December 14, 2020

RE: Series 2018 Construction Requisition(s) Approval: CUS1 AA345

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Grady Miars.

Grady/John, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing:

gnamasivayam@rizzetta.com

If you have any questions, please do not hesitate to call me at (407) 472 2471.

IMPACT LANDSCAPING & IRRIGATION, LLC

\$ 209,366.19

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B (ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: December 22, 2020

- (a) Requisition Number: CUS1 AA345
- (b) Name of Payee: Impact Landscaping & Irrigation, LLC

1562 Park Lane South

Suite 700

Jupiter, FL 33458
- (c) Amount Payable: \$ 209,366.19
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay App 1 for Veranda Preserve Becker Median's Ph2
- (e) Fund or Account from which disbursement to be made:

SunTrust Construction Account.

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

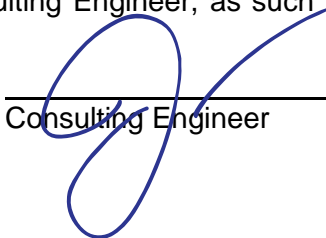
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018B Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer

VERANDA COMMUNITY DEVELOPMENT DISTRICT II



DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

M E M O R A N D U M

TO: Butch Terpening, Jr., **Culpepper & Terpening, Inc.**
Grady Miars, **Chairman**
John Lynch, **Vice-Chairman**

FROM: Gnanam Namasivayam/Kaitlyn Gallant
Veranda Community Development District II

DATE: January 20, 2021

RE: Series 2018 Construction Requisition(s) Approval: CUS2 AA345

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Grady Miars.

Grady/John, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing:

gnamasivayam@rizzetta.com

If you have any questions, please do not hesitate to call me at (407) 472 2471.

GUETTLER BROTHERS CONSTRUCTION, LLC

\$ 133,014.44

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B (ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: January 20, 2021

- (a) Requisition Number: CUS2 AA345
- (b) Name of Payee: Guettler Brothers Construction, LLC
4401 Whiteway Dairy Rd.
Ft. Pierce, FL 34947
- (c) Amount Payable: \$ 133,014.44
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay App 16 & 17 for Becker Road, Phase 2 Project 191100
- (e) Fund or Account from which disbursement to be made:
SunTrust Construction Account.

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

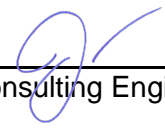
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018B Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

M E M O R A N D U M

TO: Butch Terpening, Jr., **Culpepper & Terpening, Inc.**
Grady Miars, **Chairman**
John Lynch, **Vice-Chairman**

FROM: Gnanam Namasivayam/Kaitlyn Gallant
Veranda Community Development District II

DATE: January 26, 2021

RE: Series 2018 Construction Requisition(s) Approval: CUS3 AA345

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Grady Miars.

Grady/John, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing:

gnamasivayam@rizzetta.com

If you have any questions, please do not hesitate to call me at (407) 472 2471.

IMPACT LANDSCAPING & IRRIGATION, LLC

\$ 212,461.56

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B (ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: January 26, 2021

- (a) Requisition Number: CUS3 AA345
- (b) Name of Payee: Impact Landscaping & Irrigation, LLC

1562 Park Lane South

Suite 700

Jupiter, FL 33458
- (c) Amount Payable: \$ 212,461.56
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay App 2 for Veranda Preserve Becker Median's Ph2
- (e) Fund or Account from which disbursement to be made:

SunTrust Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;
2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
4. each disbursement represents a Cost of the Project which has not previously been paid.

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE – 2806 N FIFTH STREET UNIT 403 – ST AUGUSTINE, FLORIDA 32084

March 02, 2021

SUNTRUST BANK

Veranda CDD II, Construction Account
Attention: Gnanam Namasivayam
8529 South Park Circle – Suite 330
Orlando, FL 32819

RE: **Series 2018B Construction Custody Account**
Requisition for Payment

Dear Gnanam:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's SunTrust Construction Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA: UPS

REQ. NO.	PAYEE	AMOUNT
CUS4 AA345	DAVID HARBER, LTD	\$ 160,613.55
CUS5 AA345	IMPACT LANDSCAPING & IRRIGATION, LLC	\$ 281,479.77
CUS6 AA2	FIRETHORN, INC	\$ 347,580.98

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,
VERANDA COMMUNITY
DEVELOPMENT DISTRICT II

Melissa Dobbins
Regional District Manager

VERANDA COMMUNITY DEVELOPMENT DISTRICT II



DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

MEMORANDUM

TO: Butch Terpening, Jr., **Culpepper & Terpening, Inc.**
Grady Miars, **Chairman**
John Lynch, **Vice-Chairman**

FROM: Gnanam Namasivayam/Kaitlyn Gallant
Veranda Community Development District II

DATE: February 17, 2021

RE: Series 2018 Construction Requisition(s) Approval: CUS4–5 AA345

Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Grady Miars.

Grady/John, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing:

gnamasivayam@rizzetta.com

If you have any questions, please do not hesitate to call me at (407) 472 2471.

DAVID HARBER, LTD	\$ 160,613.55
IMPACT LANDSCAPING & IRRIGATION, LLC	\$ 281,479.77

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

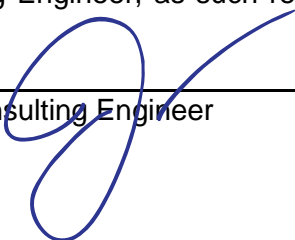
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018B Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B (ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: February 17, 2021

- (a) Requisition Number: CUS4 AA345
- (b) Name of Payee: David Harber, Ltd

Gardens, Eaton Square

London, SW1W 9BD
- (c) Amount Payable: \$ 160,613.55
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay Request 4 for Order No 6754-2 for SW Becker Rd Project
- (e) Fund or Account from which disbursement to be made:

SunTrust Construction Account.

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

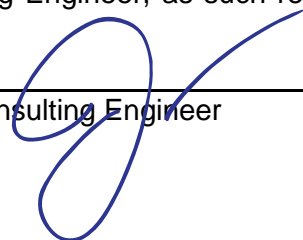
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018B Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B (ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: February 17, 2021

- (a) Requisition Number: CUS5 AA345
- (b) Name of Payee: Impact Landscaping & Irrigation, LLC
1562 Park Lane South
Suite 700
Jupiter, FL 33458
- (c) Amount Payable: \$ 281,479.77
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay App 3 for Veranda Preserve Becker Median's Ph2
- (e) Fund or Account from which disbursement to be made:
SunTrust Construction Account.

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

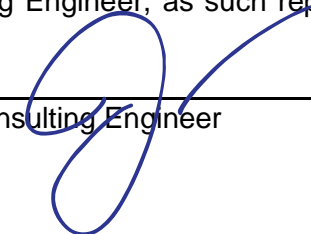
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

VERANDA COMMUNITY DEVELOPMENT
DISTRICT II

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018B Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A (ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: February 22, 2021

- (a) Requisition Number: CUS6 AA2
- (b) Name of Payee: Firethorn, Inc.

609 N. Hepburn Ave. Unit 105

Jupiter, FL 33458
- (c) Amount Payable: \$ 347,580.98
- (d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay App 13 for Veranda Preserve West – Phase 2
- (e) Fund or Account from which disbursement to be made:

SunTrust Construction Account

The undersigned hereby certifies:

- 1. that obligations in the stated amount set forth above have been incurred by the Issuer;
- 2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

Tab 6

DISSEMINATION AGREEMENT

April 13, 2021

District Manager
Veranda Community Development District II
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084

Dear Sir or Madam:

Rizzetta & Company ("Rizzetta" or the "Dissemination Agent") hereby enters into this Dissemination Agreement with the Veranda Community Development District II (the "District") to act as the District's Dissemination Agent. The duties of the Dissemination Agent are set forth in the Continuing Disclosure Agreement dated December 24, 2019 for the Special Assessment Revenue Bonds, Series 2018A (Assessment Area One – Gardens East Project), the Special Assessment Revenue Bonds, Series 2018A (Assessment Area Two – Preserve West Project), and the Special Assessment Revenue Bonds, Series 2018B (Assessment Areas Three, Four and Five) (together the "Series 2018 Bonds") and March 22, 2021 for the Special Assessment Revenue and Refunding Bonds, Series 2021 (Veranda Oaks Project) and Special Assessment Revenue and Refunding Bonds Series 2021 (Veranda Estate Project) (together Series 2021) Revenue Bonds (the "Continuing Disclosure Agreement"). The purpose of this Agreement is to facilitate the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule") related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District's Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement. Both the District and Rizzetta understand that the scope of services under this Agreement and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreement) and Rizzetta will promptly notify the District upon such occurrence.
2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta's service under this agreement is \$6,000 for the Series 2018 and Series 2021 Bonds [and will be \$1,000 per year for each additional bond issuance of the District, subject to these disclosure requirements].
3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon sixty (60) days prior written notice.

5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management Services to the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.
6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Rizzetta's negligence or willful misconduct. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND RIZZETTA KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

This Agreement shall be effective upon the District's acceptance hereof.

Very truly yours,
Rizzetta & Company, Inc.

By: William J. Rizzetta
President

Approved and Accepted:

Veranda Community Development District II

By: _____

Title: _____

Date: _____

COMPLIANCE WITH PUBLIC RECORDS LAWS:

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

MUNICIPAL ADVISOR DISCLAIMER:

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

Consideration of Audit Committee Recommendation

STAFF REPORTS

District Counsel

District Engineer

District Manager

BUSINESS ITEMS

**Consideration of RFP for
Construction Services,
Veranda Oaks Phase 1
Infrastructure
Improvements**

Tab 7

Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Veranda Community Development District II ("Owner") and Wells Brothers Construction Co., Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: general contracting services, as more fully described in the Veranda General Assembly Details (Signed and Sealed on 4.30.2020), Foundation Plan Details (Signed and Sealed on 4.29.2020) and Hardscape Design Details (Dated 2.11.2020) all contained within the Contract Exhibits.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Veranda Community Development District II –Veranda Preserve Art Project (Becker Road Roundabout).

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by

Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994

- 3.02 The Owner has retained Summit Design & Forensics, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before January 15, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before January 31st, 2021.

~~{or}~~

- 4.02 *Contract Times: Days*

- A. ~~The Work will be substantially completed within _____ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within _____ days after the date when the Contract Times commence to run.~~
- B. ~~Parts of the Work shall be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1 [event & date/days]~~
 - ~~2. Milestone 2 [event & date/days]~~
 - ~~3. Milestone 3 [event & date/days]~~

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. ~~Milestones: Contractor shall pay Owner \$_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone 1, until each Milestone 1 is achieved.~~
- B. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$_____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$_____.~~
- C. Delivery of the artwork is beyond contractors' control and final infill application of Chameleon Ways aggregate cannot be completed until artwork is delivered and installed. Contractor will not be subject to liquidated damages for any delay in the artwork arrival or final Infill of the Chameleon Ways product.

MDW
QR

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$452,575.66.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions. Unit Pricing, as shown in the Contractor's Proposal attached hereto, shall be used only in connection with pricing for change orders.

- B. ~~For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

- C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)~~
~~\$_____.~~

- D. ~~For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner (i.e., by the first of the month) and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to 50 percent completion of the Work, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 10 percent of the payment. After 50 percent completion of the Work, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the Work, and until Final Completion and Acceptance of the Work by Owner, the Owner may, in its sole discretion, reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the Contract Price will be retained until Final Completion, acceptance of the Work by the Owner, and Final Payment to the Contractor.

2. ~~Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract~~

- a. ~~_____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

- b. ~~_____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

- B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____ percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 Final Payment

- A. ~~Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as~~

~~recommended by Engineer as provided in said Paragraph 15.06. Upon final completion and acceptance of the Work in accordance with paragraph 15.06.B of the General Conditions and subject to final acceptance by Owner, and/or other governmental or regulatory entities, as applicable, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.B.~~

ARTICLE 7 – INTEREST

- 7.01 ~~All amounts not paid when due shall bear interest at the rate of _____ percent per annum. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.~~

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written

resolution thereof by Engineer is acceptable to Contractor. Such notice shall be given in writing to the District prior to the start of any Work hereunder, and the failure of the Contractor to provide such notice shall mean that the Contractor agrees that it has reviewed the Contract Documents and has not identified any conflicts, errors, ambiguities or discrepancies in the Contract Documents.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement, as modified herein (pages 1 to 13, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. ~~Other bonds.~~
 - a. ~~_____ (pages _____ to _____, inclusive).~~
 - 5. General Conditions, as modified therein (pages 1 to _____, inclusive).
 - 6. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions and Hazardous Conditions (pages 1 to 3, inclusive.)
 - 7. ~~Addenda (numbers _____ to _____, inclusive).~~
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. General Assembly Details, Rev 7 (pages 1 thru 9, inclusive)
 - b. Foundation Plan Details (pages 1 thru 2, inclusive)
 - c. Hardscape Design Details (pages 1 thru 2, inclusive)
 - d. Schedule of Values (pages 1, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Assignment of Warranties*

- A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

10.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Direct Purchase of Materials

- A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax exempt status.
- B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.
- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.
- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all

Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

H. Contractor shall maintain builder's risk insurance on the Direct Purchase Materials and shall name Owner as an additional insured under such insurance policy or alternatively, in the Owner's sole discretion, Owner shall maintain such insurance.

I. NOTE: The parties recognize that the Owner direct-purchase program described herein does not apply when the contractor is selling the materials to the Owner, or when the contractor is the manufacturer of the materials. See Rule 12A-1.094(5), F.A.C.

10.08 Construction Defects

CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.09 Public Records

Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law. Accordingly, Contractor agrees to comply with all such laws, and cooperate with the District in retaining such records for the applicable time periods established under Florida law, and provision of such records in response to such requests. Contractor shall promptly notify the District in the event that the Contractor receives a request for any such records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELISSA DOBBINS, RIZZETTA & COMPANY, 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084, (904) 436-6270, INFO@RIZZETTA.COM.

10.10 Restriction on Removal of Fill Dirt from Work Site

Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the District.

10.11 Public Entity Crimes

Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is

placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Contract may be terminated by the District.

10.12 Scrutinized Companies

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner.

10.13 Phases

As noted in the bid documents, the District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once, or may elect to terminate this Contract early for no cause, in the event that the District desires to proceed with only a portion of the Project. Such options, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay, and shall be considered a termination for convenience within the meaning of Section 16.03 of the General Conditions.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 11.18.20 (which is the Effective Date of the Contract).

OWNER:

**VERANDA COMMUNITY DEVELOPMENT
DISTRICT II**

By: 

Title: VICE CHAIRMAN

CONTRACTOR:

WELLS BROTHERS CONSTRUCTION CO., INC.

By: 

Title: V.P.

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Asst. Secretary

Address for giving notices:

2806 North Fifth Street, Unit 403

St. Augustine, Florida 32084

Attest: 

Title: Secretary

Address for giving notices:

9600 SW Citrus Blvd.

Palm City, Florida 34990

License No.:

CGC1506154

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Audience Comments and Supervisor Requests

ADJOURNMENT